

**MEMORANDUM OF AGREEMENT FOR TERMS OF
A SUCCESSOR COLLECTIVE BARGAINING BETWEEN THE MASSACHUSETTS
DEPARTMENT OF TRANSPORTATION AND NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES FOR BARGAINING UNIT A FOR THE TERM
July 1, 2014 to June 30, 2017**

This Memorandum of Agreement (“MOA”) is entered this _____ day of June 2014 by and between the Massachusetts Department of Transportation (“MassDOT or “Employer”) and the National Association of Government Employees (“NAGE or “Union”).

1. Conforming Modifications

The parties agree to amend the provisions of the current collective bargaining agreement to conform all nomenclature to reflect the substitution of the Massachusetts Department of Transportation for the Commonwealth of Massachusetts Secretary of Administration and Finance as the Employer for all purposes under G.L. c. 150E and to otherwise conform current provisions to the legal, organizational and/or administrative structure of MassDOT. The parties shall continue to negotiate in good faith over other language changes set forth in the proposals exchanged by the parties during negotiations for this Agreement that relate to arguably obsolete or outdated contract provisions, or other similar provisions. In addition, the parties acknowledge that due to the timing of these negotiations and the complexity of certain proposals under discussion, they were unable to fully resolve all issues and have agreed to continued discussions as outlined below.

2. Memoranda of Understanding and Side Letters of Agreements

Upon the Employer’s request, the Union and Employer shall meet to review and determine whether any Supplemental Agreement, Memoranda of Understanding, Side Letter or other agreements negotiated by the Commonwealth of Massachusetts and the Union in effect prior to November 1, 2009 applicable to statewide bargaining unit 1 should be terminated or otherwise modified. No changes or modification of any kind shall be effective unless agreed in writing by the parties.

3. Bargaining History

The parties acknowledge that during the negotiations leading to the execution of this MOA they have met informally in “off the record” discussions in an attempt to conclude negotiations by or before June 30, 2014. Statements made by any participant during these meetings shall not be introduced in any proceeding between the parties for any purpose. The parties acknowledge that during these discussions that proposals and counterproposals were advanced, modified or withdrawn without prejudice and shall not be introduced in any proceeding to establish a bargaining history adverse to the other party.

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4. Article 17 – Classification and Reclassification

The parties agree to continue to negotiate the proposal advanced by the Employer during main table successor collective bargaining negotiations.

5. Article 24A – Performance Evaluation

The parties agree to continue to negotiate the proposal advanced by the Employer during main table successor collective bargaining negotiations.

6. The parties agree to the following modifications to the Collective Bargaining Agreement between the Massachusetts Department of Transportation and the National Association of Government Employees for Unit A for July 1, 2011 through June 30, 2014. Except as modified herein, the terms of the current agreement, including all supplemental and side agreements including the Master Labor Integration Agreement dated December 28, 2010 shall remain in effect.

**ARTICLE 1
RECOGNITION**

Section 1.1

The **Employer Commonwealth** recognizes the Union as the exclusive collective bargaining representative of employees of the ~~Commonwealth~~ **MassDOT** in ~~the~~ job titles in ~~Unit 1~~, as **set forth in the attached Addendum A**. ~~certified by the Labor Relations Commission in its Certification of Representation dated September 15, 1980 (Case No. SCR-2147) with subsequent amendments.~~ **The parties acknowledge that any job title that was in existence on the effective date of this Agreement not appearing on Addendum A has been intentionally excluded.**

In order to establish and maintain clear and concise employee/labor relations policy, the parties agree that the **Office of Labor Relations and Employment Law** ~~Human Resources Division~~, on behalf of the ~~Secretary of Transportation for Administration and Finance~~, is solely responsible for the development and implementation of all **labor and** employee relations policies. Only the **Office of Labor Relations and Employment Law** ~~Human Resources Division~~ has the authority to make commitments or agreements with respect to wages, hours, standards of productivity, performance and any other terms and conditions of employment, with NAGE as the exclusive union representative for Bargaining Unit **A1**.

**ARTICLE 5
UNION BUSINESS**

Section 5.2 Grievance Processing

Union stewards or Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied. The Union will furnish the Employer with a list of Union stewards and their jurisdictions **and provide prompt notice of any changes**. The Union shall delineate the jurisdiction of Union stewards so that no steward needs travel between work locations or sub-divisions thereof while investigating grievances.

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Grievants shall be permitted to have **reasonable** time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.

Section 5.3 Paid Leave of Absence For Union Business

Leave of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend NAGE conventions and conventions of the State, AFL-CIO and parent organizations. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions. Such paid leave shall not exceed a total of one hundred ~~seventy-five (10075)~~ days per year.

Time off without loss of wages, benefits, or other privileges shall be granted for not more than thirty-five (35) hours per week to a combined total of ~~not more than six (6)~~ **four (4)** Union Official equivalents from bargaining units **A, C and D 1, 3 and 6** to assist the Union President in conducting union business.

Section 5.5 Union Use of Premises

The Union shall be permitted to use facilities of the Employer for the transaction of Union business during working hours and to have reasonable use of the Employer's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law. This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract. The Union shall be permitted ~~one-half (1/2)~~ hour per year to address its members regarding various union issues.

Section 5.7 Employer Provision of Information

The Employer shall be required to provide the Union with the following information:

- A. The Union and/or the employee shall furnish to the ~~Employer Department/Agency~~, a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Commonwealth **or Employer**. The Union and the ~~Employer Commonwealth~~ agree that employee Social Security Numbers will not be released to any third party outside of the business relationship existing between the Union and the Commonwealth **or Employer**, unless directed in writing, by the employee.

~~NAGE~~ **The Union** further agrees that should it improperly disclose, release or distribute the social security numbers of employees in bargaining units **A, C or D 1, 3 and 6**, it will indemnify the Commonwealth **and Employer** for any and all damages resulting from such improper disclosure by the ~~Union.NAGE~~.

- B. **The Employer shall continue to provide the Union with the same or similar information concerning members of the bargaining unit as it currently provides. In the event the Commonwealth discontinues providing the Union any of the information it currently provides concerning the members of the bargaining unit, the Employer will meet with the Union to discuss the availability of alternative methods of providing the same or similar information.** Concurrent with the issuance of bi-weekly wages to workers in the bargaining units represented by

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~~NAGE, the Employer will electronically forward a data file (MVEN005) to the Union for all employees for whom dues or agency fees have been deducted.~~

~~C. Upon the issuance of bi-weekly wages to workers in the bargaining units represented by NAGE Employer will electronically forward a data file (MVEN002) to the Union for all employees whose job title is represented by the Alliance and for whom the Employer is providing contributions to the Health and Welfare Fund. This file shall contain:~~

- ~~• Agency/Departmental Code~~
- ~~• Social Security Number~~
- ~~• Employee ID~~
- ~~• Last Name~~
- ~~• First Name~~
- ~~• Middle Initial~~
- ~~• Home Address~~
- ~~• Date of Birth~~
- ~~• Marital Status~~
- ~~• Full/Part time Code~~
- ~~• Gender~~
- ~~• State Service Date~~
- ~~• Date Employee Started in Bargaining Unit~~
- ~~• Bargaining Unit~~
- ~~• Pay Title Code~~
- ~~• Authorized Hours~~
- ~~• Information Date~~
- ~~• Action Date~~
- ~~• Employee Status~~
- ~~• Status Description~~
- ~~• Confidential Code~~
- ~~• Termination Date~~
- ~~• Action Code~~
- ~~• Action Reason Code~~
- ~~• Account Number~~
- ~~• Location Code~~
- ~~• Division Number/Mail Drop~~
- ~~• Calculated FTE~~
- ~~• Grade~~
- ~~• Step~~
- ~~• Biweekly Salary Comp rate~~
- ~~• Civil Service Seniority Date~~
- ~~• Owned Job Code~~
- ~~• Dept Entry date~~
- ~~• Effective date~~
- ~~• Step Entry date~~

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- MA Dept Service Date
- Hire date
- Rehire Date
- MA State Service Date
- Employee Job Record #

D. Upon the request of the Union, the Employer may electronically forward employee data —file(s)/extracts, using tools (such as MS Access and the Commonwealth's Information Warehouse) that are commonly used by the Employer. These files may contain data which —describes the employee, their job or personnel actions performed. The request for this data will —not be unreasonably denied.

E. The Employer shall provide to the Union an updated listing of codes on a semi-annual basis.

F. The Union and the Employer shall establish a Labor-Management Committee —consisting of an equal number of Union and Employer representatives to discuss —issues related to the implementation of changes in deductions relating to employee —dues/agency fees. This Committee shall meet prior to the submission of any request —by the Union for a change in deductions for dues/agency fees.—

ARTICLE 6 ANTI-DISCRIMINATION AFFIRMATIVE ACTION

Section 6.1

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, sex, sexual orientation, age, **ethnicity**, mental or physical disability, union activity, **gender identity**, **gender expression**, **military** or veteran status.

Section 6.2

The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, age, sex, national origin, or mental or physical **disability handicap**, or being a Vietnam Era Veteran, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

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**ARTICLE 7
WORK WEEK AND WORK SCHEDULES**

Section 7.2 Overtime

- D. 1. With the exception of paid sick leave, all time for which an employee is on full paid leave status shall be considered time worked for the purpose of calculating overtime compensation.
2. — However, an employee who uses sick leave during the same work week in which he/she works mandatory overtime shall have the opportunity to replace up to three (3) shifts per fiscal year of sick leave with his/her available personal leave, vacation leave, accrued compensatory time or holiday compensatory time. ~~Furthermore, up to two days of sick leave may be counted toward such overtime calculation if the employee submits medical evidence pursuant to Article 8, Section 1 of the Agreement.~~

Section 7.3

A **forty-five (45)** minute meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the ~~Employer Department/Agency~~ and the needs of the employee. **Employees in the Registry of Motor Vehicles may elect to reduce their lunch break to 30 minutes and shall receive compensatory time for the additional time worked.**

Section 7.4 Rest Periods

Employees ~~may shall be allowed granted two (2)~~ a rest periods of up to fifteen (15) minutes per workday. ~~However, employees shall continue to enjoy the same rest period benefits, which existed for them as of the effective date of this agreement.~~

Section 7.5 Time Keeping

Employees may be required to record their daily arrival and departure times as well as the start and end time of all breaks and meal periods in a form and manner determined by the Employer which shall, to the extent reasonably practicably, be uniform.

Section 7.56 Call Back Pay

A. An employee who has left his/her work place after having completed his/her regular shift, and who is called back to his/her work place prior to the commencement of his/her **next** scheduled shift, shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. For the purpose of this Section, a "work place" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment.

An employee who is called back must remain available for, and respond to any subsequent call during the four hour period. If the employee is called back during the same four hour period, s/he shall not receive additional compensation above the four (4) hours of pay, unless the subsequent call extends beyond the initial four hours, in which case s/he 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 or subsequent call during the four hour period, shall not be paid the four (4) hour minimum, unless it is unreasonable under the circumstances to require s/he to respond.

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This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

B. An employee who is called back to work as outlined above but is not called back to a work place shall receive a minimum of two (2) hours pay at his/her regular overtime rate. ~~This shall include~~ 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, **the employee shall receive a minimum of one (1) hour for assignments received before 11:00 p.m. and two (2) hours for assignments received on or after 11:00 p.m.**

Section 7.67 Stand-by Duty

C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not **immediately** available to report to duty when contacted, no stand-by pay shall be paid to the employee for the period. **An employee is not considered immediately available if he or she reports for duty later than one (1) hour after being called.**

**ARTICLE 8
LEAVE**

Effective on or about November 1, 2015, MassDOT will transition from monthly accruals for sick and vacation benefits to biweekly accruals. ¹

Section 8.1 Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the following rate for each **bi-weekly pay period** ~~rate full calendar month~~ of employment:

<u>Scheduled Hours per Week</u>	<u>Sick Leave Accrued</u>
37.5 75 hours per bi-weekly	9.375 4.326975 hours
40.0 80 hours per bi-weekly	10.000 4.61544 hours

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. There shall be no limit to the number of unused sick leave credits, which an employee may accumulate.

B. A regular part-time employee shall ~~be granted~~ **accumulate** sick leave credits in the same proportion that his/her part-time service bears to full-time service.

C. Sick leave shall be granted, at the discretion of the **Employer** ~~Appointing Authority~~, to an

¹ **All provisions of the collective bargaining agreement for the term July 1, 2011 to June 30, 2014 that relate to the monthly accrual of paid sick leave shall remain in effect until bi-weekly leave accrual is implemented as provided in this Agreement.**

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employee only under the following conditions:

1. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
2. ~~An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:~~
 - a. ~~caring for the spouse, child, foster child, step child, parent, step parent, brother, sister, grandparent, grandchild, parent or child of spouse, person for whom the employee is legal guardian, or a relative living in the household who is seriously ill; or~~
 - b. ~~parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this Section shall not be required to submit a medical certification, unless the Appointing Authority has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8.7.1 below.~~
3. ~~An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.~~
- 2.4. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
- 3.5. When appointments with licensed medical 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.
- 4.6. When an employee is absent due to the excessive use of alcohol or narcotics becomes and continues to be an active participant in an approved counseling service program.
5. An employee shall be entitled to use up to ten (10) days of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. **The Employer** may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee may use the one (1) day per month of paid leave available to employees for volunteer work under the Commonwealth's School Volunteer or Mentoring programs for the above-cited foster care activities.

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6. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
 - a. caring for the spouse, child, foster child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, parent or child of spouse, person for whom the employee is legal guardian, or a relative living in the household who is seriously ill; or
 - b. parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this Section shall not be required to submit a medical certification, unless the Employer ~~Appointing Authority~~ has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8.7.1 below.
7. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.

D. A full-time employee shall not accrue **full** sick leave credit for any **biweekly pay period month** in which he/she was on leave without pay or absent without pay. ~~for a total of more than one day.~~ **Instead the employee shall accrue sick leave credits based on the hours paid within the bi-weekly pay period.**

E. Upon return to work following a sick leave in excess of five (5) consecutive work days, or when the ~~Employer Appointing Authority~~ has reason to suspect that an employee is unfit for duty, an employee may be required to undergo a medical examination by an Employer appointed physician to determine his/her fitness for work. If the examination by the Physician reveals that the employee is fit for duty, the employee will immediately return to duty without loss of wages or leave. If the examination by the Physician reveals that the employee is unfit for duty, the employee's own leave time will run from the time the employee left the work location. The employee, if found unfit for duty and if he/she desires, may then receive an examination by a physician of his/her own choice **and at his/her expense. If the employee's physician finds that the employee is fit to return to work, the employee shall not be returned to work unless and until a third physician appointed from a panel agreed by the Union and Employer examines the employee and determines that the employee is fit for duty.** The Employer will bear the costs of the employee's initial examinations **and the examination by the physician appointed from the panel** under this paragraph E.

F. Sick leave must be charged against unused sick leave credits in units of **fifteen (15) minutes** ~~one-half hour or full hours~~, but in no event may the sick leave credits used be less than the actual time off.

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G. An employee having no sick leave credits, who is absent due to illness **or injury** may, ~~at the employee's discretion,~~ **upon the Employer's approval which will not be unreasonably withheld**, be placed on available vacation leave under Article 9. Additionally, the ~~Employer Appointing Authority~~ may grant such employee a leave of absence without pay or an extension of a leave of absence without pay ~~only~~ upon the written request of the employee.

Such written request shall include a detailed statement of the reason for the **absence or** requested leave and shall be accompanied by substantiating proof of such an illness **or injury**. No leave of absence granted pursuant to this paragraph shall be for a period longer than three (3) months.

H. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the ~~Chief Human Resources Officer~~ **Director of Human Resources**, where such absence was caused by:

1. Illness of said employee;
2. Dismissal through no fault or delinquency attributable solely to said employee; or
3. Injury while in the employment of the ~~Commonwealth~~ **MassDOT** in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

I. A regular part-time employee shall not accrue sick leave credit for any **biweekly pay period** ~~month~~ in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

J. Employees requesting sick leave under this Article must notify the **Employer's** designated representative of the ~~Appointing Authority~~ at least one (1) hour before the start of his/her work shift on each day of absence. In single-shift agencies, employees requesting sick leave under this Article must notify the designated representative not later than fifteen (15) minutes ~~after~~ **before** the start of the workday on each day of absence. ~~Repeated violations of Failure to provide proper these notification procedures~~ may result in the denial of sick leave. Such notice must include the general nature of the ~~condition~~ **disability** and the estimated period of time for which the employee will be absent. Where circumstances warrant, the ~~Employer Appointing Authority~~ or designee shall reasonably excuse the employee from such daily notification.

K. 1. Where the ~~Employer Appointing Authority~~ 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 ~~Appointing Authority~~ **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 Appointing~~

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Authority believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.

L. ~~In extraordinary circumstances, Where the Employer Appointing Authority, or the designated person in charge if the Appointing Authority is unavailable, has sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, the Appointing Authority Employer or the designated person in charge may authorize the removal of such employee from the workplace. It is understood that the employee might not recognize or acknowledge such unfitness. Notification shall be made to the Union NAGE Attorney of the Day as soon as possible, by the Employer Appointing Authority or his/her designee when an employee is removed from the workplace in accordance with this paragraph.~~

Prior to returning to work, the employee shall be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be examined represented by a physician of his or her own choice, in which case such verification examination and cost shall be the responsibility of the employee. However, the Employer Appointing Authority shall reserve the right to obtain a second opinion from a MassDOT Commonwealth designated physician to determine fitness for work, in which case such examination and related costs shall be borne by the Appointing Authority Employer. If the employee's physician determines that the employee is not fit for work, he/she will be removed from paid administrative leave. If the employee's physician determines that the employee is fit to work and the Employer designated physician disagrees, the employee will not be returned to work until a physician appointed from a panel agreed by the Employer and MassDOT as provided in Article 8 E above, examines the employee and determines that he/she is fit to work. The cost of the panel physician shall be borne by the Employer.

P. ~~An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody, and who as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days duration.~~

Section 8.2 Paid Personal Leave

A. ~~On each January 1, Full-time employees on the payroll hired after the signing date of this Agreement November 23, 2011 will be credited annually during the first full pay period in January, with paid personal leave credits at the following rate:~~

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	37.500 22.50 hours
40.0 hours per week	40.000 24.00 hours

B. ~~On each January 1, Full-time employees hired as of after November 23, 2011 the date this Agreement is executed will be credited annually during the first full pay period in January, with paid personal leave credits at the following rate:~~

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<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	22.500 37.5 hours
40.0 hours per week	24.000 40.0 hours

Such personal leave may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her ~~Appointing Authority~~ **Employer**. Full-time employees hired or promoted into the bargaining unit after January 1 of each year will be credited with personal leave days in accordance with the following schedule:

Date of Hire or Promotion	Scheduled Hours Per Week	Personal Leave Credited
January 1 – March 31	40.0	24.000 hours
	37.5	22.500 hours
April 1 – June 30	40.0	16.000 hours
	37.5	15.000 hours
July 1 – September 30	40.0	8.000 hours
	37.5	7.500 hours
October 1 – December 31	40.0	0 hours
	37.5	0 hours

Except as provided for herein, any personal leave not taken by ~~December 31~~ **the last Saturday prior to the first full pay period in January of each year** will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Employees' personal leave balances shall be charged for time used on an hour-for-hour basis, e.g. one hour charged for one hour used and may be used in conjunction with vacation leave. Charges to personal leave may be allowed in units of not less than one-half hour. An employee who cannot utilize his/her personal leave in the months of November and December, due to the operational needs of the ~~Department/Agency~~ **Employer** shall be permitted to carry-over one day of personal leave credit not utilized, to the next calendar year.

C. Nothing in this Section shall be construed as giving more than three (3) personal days **in a given year** to employees hired after **November 23, 2011** ~~the date this Agreement is executed~~ **in a given year**, or more than five (5) personal days **in a given year** ~~(to employees on the payroll hired as of the date this Agreement is executed) in a given year.~~ **November 23, 2011.**

Section 8.3 Bereavement Leave

A. Upon evidence satisfactory to the ~~Appointing Authority~~ **Employer** of the death of a spouse or child, 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 ~~said~~ **the death of a child and within ninety (90) calendar days of the death of the employee's spouse.**

B. Upon evidence satisfactory to the ~~Appointing Authority~~ **Employer** of the death of a foster child, step child, 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 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 said death.

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

Section 8.7.1 Family Leave

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 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 time period.** 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 leave granted under this Section shall be prorated for regular part-time employees.**

Section 8.7.2 Family and Medical Leave

A. Family Leave

1. ~~An Appointing Authority~~ **The Employer** shall grant to a full time or part time employee who has completed his/her probationary period, or if there is no such probationary period, has been employed for at least three consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within twelve (12) months following the birth or placement. **The ability to take leave ceases when a foster placement ceases unless the need for the additional leave is directly connected to the previous placement.**

B. Medical Leave

1. ~~The Employer An Appointing Authority~~ shall grant to any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of his/her position. **For this leave, under the Family and Medical Leave Act, 29 U.S.C. 26111 et seq., and accompanying regulations, 29 C.F.R. Part 825, the Employer will request medical certification at the time the employee gives notice of the need for the leave or within five business days thereafter, or in the case of the unforeseen leave, within five business days after the leave commences. In the event of an unanticipated illness, an employee who returns to work within eight (8) working days of the beginning of their absence will not be required to return form D1 to his/her employer.**

3. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) day

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notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the **Employer** ~~Appointing Authority~~, satisfactory medical evidence. Satisfactory medical evidence is defined under Section 1.K.2 of this Article. **Under FMLA Law**, If the **Employer** ~~Appointing Authority~~ has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense.

4. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious **health** ~~medical~~ 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.** ~~Where intermittent or a modified work schedule is medically necessary, the employee and appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.~~ **Effective October 1, 2014 for new requests of intermittent FMLA and effective January 1, 2015 for employees currently on FMLA, employees who provide satisfactory medical documentation to support an intermittent FMLA may utilize up to 60 days of their FMLA allotment provided for in Section 8 (B) (1) for intermittent absences.**

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 if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed within the previous 52 week period.

At the expiration of the intermittent medical leave, modified work schedule, or job assignment that was agreed upon, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of his/her leave.

In the event that no alternative work option is agreed upon and if the employer believes that operations are being unduly disrupted, the employer will give written notice to the Union and employee of the intent to terminate the intermittent leave.

In such an event, no employee who then requests full time continuous leave and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying illness. Such leaves will be limited to the remainder of the 26 weeks of available FMLA leave and based upon their intermittent determination shall not be eligible for the catastrophic leave extension.

The Employer shall maintain the ability to transfer an employee to an alternative position with no reduction of pay or benefits in order to avoid disruption of operations so as long as the transfer is reasonable and not meant to discourage the use of intermittent leave. Wherever practicable an employee who transfers pursuant to this paragraph shall be given 10 days' notice of such transfer

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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 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.

The parties shall meet upon execution of the agreement to establish the review/arbitration process noted above. Such proceedings shall be informal in accordance with the rules to be agreed upon by the parties. The parties shall develop a form to be used as notice to the Union and employee of the intent to terminate intermittent leave.

Section 8.9

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half or eight hour workday shall mean seven and one-half or eight hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate. **For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.**

Section 8.12

~~A. Pursuant to the Family and Medical Leave Act, 29 U.S.C.2611 et seq., and accompanying regulations, 29 C.F.R. Part 825, the employer may request medical certification after the leave commences if the later has reason to question the appropriateness of the leave or its duration. Said certification shall be in accordance with Section 1.K.2 of this Article.~~

Section 8.13 Domestic Violence

An employee may use up to a maximum of fifteen (15) paid days per calendar year for the purpose of arranging for the care of him/herself, his/her spouse or his/her child(ren) or for attending to necessary legal proceedings or activities in instances where the employee, his/her spouse or his/her child(ren) is a victim of domestic abuse, **domestic violence, sexual assault or stalking** and where the employee is not the perpetrator. Said fifteen (15) paid days are in addition to any other paid leave, which the employee may accrue under the provisions of this Agreement.

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**ARTICLE 9
VACATIONS²**

Section 9.1

The vacation year shall be the period from ~~January 1, to December 31st~~, inclusive the first full pay period in January through the last full pay period inclusive of December 31st of the same calendar year.

Section 9.2

A. Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth MassDOT on the last day of each full month worked based on work performed during that month as follows: at the end of each pay period as follows:

Total Years of Service	Scheduled Hours Biweekly	Accrued Credit Biweekly
Less than 4.5	75.00	2.88465 hours
	80.00	3.07696 hours
4.5 years but less than 9.5	75.00	4.326975 hours
	80.00	4.61544 hours
9.5 years but less than 19.5	75.00	5.7693 hours
	80.00	6.15392 hours
19.5 years or more	75.00	7.21155 hours
	80.00	7.692232 hours

B. For determining vacation status under this Article, ~~“credible service”~~ only total years of service shall be used.

All service beginning on the first working day in MassDOT ~~the state agency where rendered~~, and all service thereafter shall be included in “total years of service” becomes “creditable service” provided there has not been any break of three years or more in such service as referred to in Section 12 of this Article. Employees who were transferred to MassDOT effective November 1, 2009 shall have all continuous service in the transferor agency or authority included in total years of service. Employees whose service commences during the middle of a mid bi-weekly pay period shall have vacation credits prorated accordingly.

Section 9.3

² All provisions of the collective bargaining agreement for the term July 1, 2011 to June 30, 2014 that relate to the monthly accrual of vacation leave shall remain in effect until bi-weekly leave accrual is implemented as provided in this Agreement.

A full-time employee on leave without pay and/or absent without pay during the pay period for ~~twenty (20) or more cumulative days in any vacation year~~ shall **earn vacation leave credits** ~~have his/her vacation leave credits earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year~~ **based on the hours paid within the bi-weekly pay period.**

~~In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:~~

- ~~— serious illness requiring hospitalization for all or a portion of the period of absence~~
- ~~— industrial accident~~
- ~~— maternity/adoptive leave~~
- ~~— FMLA/Non-FMLA~~
- ~~— military leave~~
- ~~— educational leave~~
- ~~— civic duty leave,~~

~~in which case "continuous service" for purposes of vacation credit shall not be affected.~~

Section 9.4

Employees will be credited with the next higher level accrual status during the pay period that includes July 1 of the fiscal year in which the employee reaches the higher accrual status. ~~Vacation leave earned during any vacation year in which an employee achieves the next higher vacation accrual status shall be credited at the rate at which the employee began the current vacation year. Adjustments necessary to reflect the higher vacation accrual status shall be credited on the last day of the vacation year.~~

Section 9.5

A regular part-time employee shall ~~be granted~~ **accumulate** vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 9.6

A regular part-time employee ~~who is absent without pay and/or on leave without pay~~ **and/or absent without pay during the pay period shall earn vacation leave credits based on the hours paid within the bi-weekly pay period.** ~~that number of hours that his/her service bears to twenty (20) days of service of a full-time employee shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year. In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit unless such leave or absence is attributable to one of the following reasons:~~

- ~~— Serious illness requiring hospitalization for all or a portion of the period of absence~~
- ~~— industrial accident~~
- ~~— maternity/adoptive leave~~
- ~~— FMLA/Non-FMLA~~

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- ~~— military leave~~
- ~~— educational leave~~
- ~~— civic duty leave,~~

~~in which case "continuous service" for purpose of vacation credit shall not be affected.~~

Section 9.8

The ~~Employer~~ ~~Appointing Authority~~ shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference, subject to the operational needs of the ~~Employer~~ ~~Department/Agency~~, shall be given to employees on the basis of years of ~~service employment with MassDOT the Commonwealth.~~

Unused vacation leave earned during the previous two (2) vacation years can be carried over **to the new calendar year beginning with the first full pay period in January** ~~+~~ for use during the following vacation year. Annual earned vacation leave credit not used by **the last full pay period inclusive of December 31** of the second year it was earned will be forfeited.

Section 9.9

~~Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged to vacation leave upon request of the employee and subsequent approval by the Appointing Authority~~

Section 9.9 10

Employee's vacation leave balances shall be charged on an hour-for-hour basis; e.g., one hour charged for one hour used. Charges to vacation leave may be allowed in units of not less than ~~one-half hour~~ **fifteen (15) minute increments.**

Section 9.101

Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made therefor.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the **Director of Human Resources** ~~Chief Human Resources Officer~~ may, upon request of the ~~Appointing Authority of the deceased person,~~ authorize the payment of such compensation in the following order of precedence:

- First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system, and
- Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 9.15

If an employee is on industrial accident leave and has available vacation credits which have not been used, and who, because of the provision of Section 8 of this Article would lose such vacation credits, the

Employer Appointing Authority of such employee shall convert such vacation credits to sick leave credits **in the new calendar year beginning with the first full pay period in January.** ~~on December 31 of the year in which such vacation credits would be lost if not taken.~~

Section 9.16

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8.0) hour workday shall mean seven and one-half (7.5) or eight (8.0) hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate. For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

**ARTICLE 10
HOLIDAYS**

Section 10.1

The following days shall be holidays for employees:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- ~~*Evacuation Day~~
- Patriot's Day
- Memorial Day
- ~~*Bunker Hill Day~~
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

~~*Only in Suffolk County~~

~~A. — An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such a holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time 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 work on the Suffolk County holiday.~~

~~B. — Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual work week is five or more days, shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the~~

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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.

Section 10.9

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8.0) hour workday shall mean seven and one-half (7.5) or eight (8.0) hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate. For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

**ARTICLE 11
EMPLOYEE EXPENSES**

Section 11.1

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of forty (\$0.40) cents per mile.

Mileage shall be determined by the odometer reading of the motor vehicle, but may be subject to review for reasonableness by the Employer ~~Appointing Authority~~ who shall use the Mile ~~Mileage~~ Guidebook or a Web-based service as a guide.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the **Director of Human Resources** ~~Chief Human Resources Officer~~, an employee's home may be designated as his/her regular office by his/her **Division Head** ~~Appointing Authority~~, for the purposes of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 11.3

Employees who work three (3) or more **consecutive** hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more **consecutive** 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
Lunch	9:01 a.m. to 3:00 p.m.	\$3.75
Dinner	3:01 p.m. to 9:00 p.m.	\$5.75
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$2.75

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**ARTICLE 12
SALARY RATES**

Section 12.1

The following shall apply to full-time employees:

- ~~A. Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three per cent (3%) increase in salary rate.~~
- ~~B. Effective the first pay period in July 2012, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one and a half per cent (1.5%) in salary rate.~~
- ~~C. Effective the first pay period in January 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one and a half per cent (1.5%) in salary rate.~~
- ~~D. Effective the first pay period in July 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one and a half per cent (1.5%) in salary rate.~~
- ~~E. Effective the first pay period in January 2014, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one and a half per cent (1.5%) in salary rate.~~
- A. Effective January 11, 2015 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a 3% increase in salary rate or the annualized amount of one thousand seven hundred dollars to the base wage whichever is greater.**
- B. Effective October 4, 2015 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a 3% increase in salary rate or the annualized amount of one thousand seven hundred dollars to the base wage whichever is greater.**
- C. Effective July 10, 2016 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a 3% increase in salary rate or the annualized amount of one thousand seven hundred dollars to the base wage whichever is greater.**
- D. The Salary charts will be adjusted to reflect the above adjustments.**

Section 12.2

In addition to the wage increases provided above the Employer shall make available the following:

- A. In FY 2015 an amount equal to .025% of the total base wage payroll for the bargaining unit as of June 30, 2014 to fund benefits, other than across the board base wage increases, as agreed by the Employer and Union.**
- B. In FY 2016 an amount equal to .025% of the total base wage payroll for the bargaining unit as of June 30, 2014 to fund benefits, other than across the board base wage increases, as agreed by the Employer and Union.**

C. In FY 2017 an amount equal to .025% of the total base wage payroll for the bargaining unit as of June 30, 2014 to fund benefits, other than across the board base wage increases, as agreed by the Employer and Union.

The Employer and Union shall meet as soon as practicable after ratification of the Agreement to negotiate the application and use of the funds made available under this Section.

Section 12.23

Employees who receive a "Below" rating on their annual EPRS evaluation shall not be eligible to receive the salary increases provided in Section 12.1 of this Article, nor any step increases. Employees who receive an "Below" rating will have their performance reviewed on a monthly basis in accordance with Article 24A of this Agreement and will become eligible for the salary and step rate increase previously denied effective upon the date of receiving a "Meets" or "Exceeds" rating.

Section 12.34

The salary rate for new employees hired, reinstated or re-employed on or after July 1, 1990 shall be Step 1 for the job group of his/her position except that in cases where a new employee is hired by a Department/Agency at a salary rate approved by the Chief Human Resources Officer Director of Human Resources above Step 1. However, new employees shall not be recruited into Unit + A positions without the prior written agreement of the Union.

**ARTICLE 13A
HEALTH AND WELFARE**

Section 13A.1

The Health and Welfare Trust Fund ~~Creation of Trust Agreement~~

The Commonwealth of Massachusetts and the National Association of Government Employees ~~parties have agreed to~~ established a Health and Welfare Fund under an Agreement and Declaration of Trust dated _____ (the "Trust") which provides certain health and welfare benefits to employees of the Commonwealth and their dependents. ~~drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union.~~

MassDOT and the Union agree that to the extent permitted by the Trust, bargaining unit employees shall be provided benefits under the Trust. The parties agree that tThe Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of their ~~Trust Agreement and the Agreement and Declaration of Trust~~ such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

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**ARTICLE 13B
TUITION REMISSION**

Full-time employees shall be eligible for tuition remission as follows:

- A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College or State University excluding the M. D. Program at the University of Massachusetts Medical School **and, the J.D. Program at the University of Massachusetts Law School**, full tuition remission shall apply;
- B. For enrollment in any non-state supported course or program offered through continuing education at any Community College, State College or State University, excluding the M. D. Program at the University of Massachusetts Medical School **and J.D. at the University of Massachusetts Law School**, fifty percent (50%) tuition remission shall apply;
- E. Spouses of full time employees shall be eligible for the remission benefits contained in this Article and subject to the other provisions of this Article. It is understood that any program of spousal eligibility developed by the Board of Higher Education in conjunction with the **Commonwealth** Human Resources Division will require the subordination of spousal eligibility rights to those remission benefit rights extended to full time state employees in different bargaining units as well as full time employees covered by the provisions of this Agreement.

**ARTICLE 14
PROMOTIONS**

Section 14.1

Add:

Where the Union files a grievance over the non-selection of an employee(s), the Union shall be limited to advancing to arbitration the grievance of one (1) non-selected employee per vacancy or file as a class action. The Union shall identify such grievant in writing at the time of filing its demand for arbitration. The Arbitrator shall not have the authority to select the successful candidate for the position but shall be limited to an order re-posting the position and re-considering candidates from the original pool of applicants, except if the Employer re-selects the original successful candidate following an order to repost the position and the arbitrator finds a new violation of Article 14. If a redetermination of the selection process is ordered, it shall be limited to the original pool of applicants.

**ARTICLE 17A
TECHNOLOGICAL CHANGE**

C. ~~The Commonwealth~~ **MassDOT** and the Union further recognize that automation and technological change are integral components of the way all departments and agencies better meet the challenges of effectuating business practices which ensure that they more effectively and efficiently attain their missions.

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~~The Commonwealth and the Union recognize that the Commonwealth's Human Resources/Compensation Management System (HR/CMS) is the most comprehensive review of business processes regarding payroll, personnel, and other processes ever undertaken by the Commonwealth, replacing such current systems as PMIS and CAPS.~~

~~Therefore, the Commonwealth and the Union agree that HR/CMS shall become the cornerstone of the Commonwealth's payroll and personnel system.~~

The Union recognizes that MassDOT's payroll and human resources information systems are provided by the Commonwealth through its Human Resources/Compensation Management System (HR/CMS). To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support the Commonwealth's implementation and accepts such changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g. the change from a weekly to bi-weekly payroll system). **Upon request, MassDOT** ~~The Commonwealth and the Union will meet~~ **establish a Special Labor-Management Committee made up of an equal number of Union representatives and Management representatives.** ~~This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of changes to HR/CMS.~~

ARTICLE 22 ARBITRATION OF DISCIPLINARY ACTION

Section 22.2

~~In the event that an employee is not given a departmental hearing prior to the imposition of discipline or discharge, then~~ **A** ~~a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee/Union to the Director of the Office of Employee-Labor Relations and Employment Law his/her agency head~~ **within ten (10) working days of the date such action was taken. The grievance shall be treated as a Step II grievance and ARTICLE 23 - GRIEVANCE PROCEDURE, shall apply.**

Section 22.3

~~A. — In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within ten (10) working days of the date such action was taken. Upon receipt of the grievance at Step II, the appointing authority shall review the actions taken at the lower level and shall either:~~

- ~~1. — Hold a full Conference at Step II and the provisions of "Article 23 — Grievance Procedure" shall apply, or,~~
- ~~2. — Issue a written decision to waive the grievance to Step III and the provisions of "Article 23 — Grievance Procedure" shall apply.~~

Handwritten initials/signature in the top right corner.

~~B. In those agencies where the Step I and Step II authorities are the same and where a grievance has initially been filed at either Step I or Step II, pursuant to this article, grievances filed under this section shall be submitted to Step III.~~

Section 22.43

As a condition precedent to submitting a grievance alleging a violation of Section I, pursuant to "Article 23 - Grievance Procedure", the Union and the employee involved shall sign and give to the Employer, on a form prepared by the Employer (Appendix B), a waiver of any and all rights to appeal the disciplinary action to ~~any other forum including~~ the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

If an employee files a charge of discrimination covered by Article 6 with a state or federal agency or state or federal court arising from termination of employment, the Employer and the Union agree that the union waives its right to arbitrate any grievance based on a claim of a violation of Article 6 relating to the same claim of discrimination. If the employee withdraws his or her charge with prejudice, other than in the case of a mutually agreeable settlement, the grievance shall be arbitrable if otherwise timely and appropriate. This waiver provision shall not apply to claims filed pursuant to MGL c. 150E or claims relating to the FMLA.

**ARTICLE 23
GRIEVANCE PROCEDURE**

Section 23.2

The grievance procedure shall be as follows:

- Step I** An employee and/or the Union shall submit a grievance in writing, on the grievance form prepared by the Employer (Appendix C) to the person designated by the ~~Employer agency head~~ **Employer agency head** for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The person so designated by the agency head shall reply in writing by the end of seven (7) calendar days following the date of submission, or if a meeting is held to review the grievance by the end of twenty-one (21) calendar days following the date of the submission.
- Step II** In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing, on the grievance form prepared by the Employer to the ~~Director of the Office of Employee-Labor Relations and Employment Law person designated by the agency head for such purpose~~ **Director of the Office of Employee-Labor Relations and Employment Law** within ten (10) calendar days following the receipt of the Step I decision. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The agency head or his/her designee shall meet with the employee and/or the Union for review of the grievance

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and shall issue a written decision to the employee and/or the Union within fourteen (14) calendar days following the day the grievance is filed.

Disciplinary grievances filed at Step II ~~or Step III of the grievance procedure~~, must also contain the "Waiver of Right to Appeal Disciplinary Action" form (as outlined in Article 22). Grievances not containing the signed waiver by the date of the scheduled conference or the rendering of a decision shall be considered denied.

~~In disciplinary matters for which the agency head or his/her designee issues a decision to waive the grievance to Step III as described in Article 22, Section 3, such written decision shall be issued within ten (10) calendar days following the day on which the appeal is filed at Step II. In such instances, the agency head or his/her designee shall forward a copy of the decision to waive the grievance to Step III, along with a copy of the disciplinary notice and the documentation presented by both parties at the pre-disciplinary hearing, to the Human Resources Division.~~

~~**Step III** In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented, on the grievance form included in Appendix E of this Agreement, to HRD within ten (10) calendar days of the receipt of the unsatisfactory decision at Step II and notice shall be given to the agency involved. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. HRD shall issue a written reply by the end of the thirty (30) calendar days following the day on which the appeal was filed or if a conference is held by the end of the twenty one (21) calendar days following the close of the conference. HRD, at Step III, shall have the authority to sustain, vacate or modify a decision or action taken at the lower level.~~

~~**Step III**~~ Grievances unresolved at Step III may be brought to arbitration solely by the Union by filing a completed Request for Arbitration form with the **Director of Labor Relations and Employment Law Human Resources Division**. Such form must be filed within thirty (30) calendar days of the receipt of an unsatisfactory Step III response. ~~Simultaneous notice shall be given to the agency involved.~~ **Grievances that are not filed for arbitration within the thirty (30) days as provided above shall be considered waived.**

Section 23.5

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within thirty (30) days of **the Office of Labor Relations and Employment Law's** ~~HRD's~~ receipt of the Request for Arbitration, if **the Employer** ~~HRD~~ has not proposed to the Union a list of arbitrators acceptable to **the Employer** ~~HRD~~ or if there has been no agreement on an arbitrator, the Employer or the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 23.7

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and ~~Employer HRD~~. Each party shall bear the cost of preparing and presenting its own case except in the case of an untimely cancellation by either of the parties, then such expense shall be borne solely by the party at fault.

Section 23.8

If a decision satisfactory to the Union at any level of the grievance procedure other than Step ~~III~~ is not implemented within a reasonable time, the Union may re-institute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

Section 23.9

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step ~~III~~. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

Section 23.10

In any disciplinary matter, once a conference has been held at ~~either Steps II or III~~, or in any non-disciplinary matter, once a conference has been held at Steps I, ~~or II or III~~, neither party shall substantively change, modify or expand the charges, arguments, witness list or written documentation presented at that previous conference at the next step of the grievance procedure without endeavoring to give notification to the other party prior to the next scheduled conference or arbitration.

Section 23.12

The Employer ~~Each Department/Agency head~~ shall designate a person(s) to whom grievances may be submitted at Step I and/or Step II.

Section 23.15

Upon the agreement of the parties, any grievance may be submitted to Alternate Dispute Resolution.

Section 23.15

A. — ~~A sub-committee of the Commonwealth's Joint Labor Management Committee, consisting of four (4) people designated by the NAGE and four (4) people designated by the Commonwealth, shall meet and develop mutually agreed upon policies and implementation procedures for an Alternative Dispute Resolution Program which may include an option for mediation or a binding tri-partite panel at the Step III grievance level.~~

B. — ~~Furthermore, the committee shall meet bi-monthly to review the Commonwealth's grievance procedure, review training needs related to the grievance procedure and to review individual labor-management proposals jointly submitted by the agency and union representatives regarding alternative dispute resolution pilot programs, training needs and possible improvements to the efficiency of the grievance procedure.~~

~~C. — At, or following, the Step III stage of the grievance procedure and in certain designated agencies, Alternative Dispute Resolution (ADR) pilot programs shall be developed with a goal for initial implementation within six (6) months from the signing of the agreement. ADR programs may include, but shall not be limited to, mediation, an oral Step I grievance and review conferences.~~

Section 23.16 Alternative Dispute Resolution (ADR) Funding

~~The Commonwealth shall pay for all costs incurred in compensating neutrals under the alternative dispute resolution obligations of this Article and the side letter between the parties dated September 25, 2001.~~

ARTICLE 27

MassDOT POLICY IMPLEMENTATION COMMITTEE

There shall be a Policy Implementation Committee comprised of an equal number of Employer and collective bargaining representatives from each of the MassDOT bargaining units. Upon request by the Employer, the Committee shall meet to discuss implementation of MassDOT Policies and Procedures. This Article is not intended to alter the existing rights or obligations of either the Employer or Union and is solely intended to promote the uniform and consistent implementation of MassDOT Policies and Procedures.

ARTICLE 287

SAVING CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss **MassDOT** or the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the **Employer Human Resources Division (HRD)** and may be submitted by the Union to expedited arbitration.

ARTICLE 28

Re-Opener

~~MassDOT and the Union acknowledge that the unique timing of the increases provided for in Year Two and Year Three of this Agreement is in direct recognition of the Union foregoing certain wage increases provided for in the predecessor Agreement. With this understanding, MassDOT agrees that in the course of this Agreement, should any other Executive Branch bargaining unit receive any across the board wage increase at any point earlier than one year following the end date of its preceding Agreement, the parties shall, at the request of the Union, reopen the salary provisions of this Agreement for further bargaining.~~

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**ARTICLE 30
DURATION**

This Agreement shall be for the three-year period from July 1, 2014~~09~~ to June 30, 2017~~2~~ and terms contained herein shall become effective upon execution unless otherwise specified. It is expressly understood and agreed that subject to ratification by the **Union NAGE** 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, 2017~~2~~, 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, 2017~~2~~.

This Agreement is executed this _____ day of July, 2014.

Massachusetts Department of Transportation

National Association of Government
Employees

By: _____
Julian Tynes, Director
Office of Labor Relations and
Employment Law

By: _____
David J. Holway, President

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

By: _____
John Mann, President
NAGE Local R1-292

J.S. [Signature]

MEMORANDUM OF AGREEMENT

**BETWEEN THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION ("MassDOT")
AND NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES ("Union")**

and

**RE: IMPLEMENTATION OF DRUG AND ALCOHOL POLICY FOR EMPLOYEES IN
BARGAINING UNIT A**

This memorandum sets forth the agreement between MassDOT and the Union concerning the implementation of MassDOT Drug and Alcohol Policy for Bargaining Unit A.

1. Effective July 1, 2014 the MassDOT Drug and Alcohol Policy attached as Attachment A shall be in effect for all bargaining unit members. Any subsequent modifications to the Policy that are less restrictive than those contained in the attached document shall automatically be incorporated.
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 1, 2015.
3. The parties agree that i.) persons who are regularly and routinely required to operate a motor vehicle during the course of employment or ii) are employed in the following bargaining unit positions, or persons who regularly and routinely perform any the so called "safety sensitive" functions of those positions as described in Section II – Non DOT Tests of the Policy, shall be considered "safety-sensitive" and subject to the random drug testing provisions of the policy.
 1. Field Examiner I, II, III, IV
 2. Warehouse Supervisor I, II
4. The Employer shall provide any employee hired before July 1, 2014 with three month written notice prior to assigning him/her to the random testing pool.

For MassDOT:

For NAGE:

Maria C. Rota, Deputy Director

John Mann, President
NAGE Local R2-191

Date: _____

Date: _____



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DRUG AND ALCOHOL TESTING POLICY

Substance Abuse Professional Evaluation

Section II – Non-DOT Tests

Introduction

Applicability

Prohibited Use of Alcohol

Drug-Free Workplace

Controlled Substances Tested

Testing Methods

Type of Tests

Pre-employment

Probable Cause

Follow-Up

Post-Accident

Return to Duty

Sanctions for Positive Test Result

Substance Abuse Professional Evaluation

Appendix I

Department of Transportation Prohibited Drugs and
Testing Cutoff Levels

Appendix II

MassDOT Prohibited Drugs and Testing Cutoff Levels

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SECTION I

DOT TESTING

Authority

49 CFR Parts 40 & 382
Omnibus Transportation and Testing Act of 1991

Please note that all federal testing requirements and procedures apply even if they are not expressly referenced in this Policy. Likewise, this policy is not intended to define or otherwise explain every matter included in the federal regulations. Please refer to 49 CFR Parts 40 & 382 for this information.

Applicability

The federal provisions contained herein apply to all full-time, part-time, seasonal, temporary or intermittent employees working in safety-sensitive positions. Specifically, all MassDOT employees who possess a commercial driver's license (CDL) for the performance of their job duties are subject to DOT testing.

Prohibited Use of Alcohol

The following uses of alcohol are prohibited:

- Reporting for, or remaining on duty, requiring the performance of safety-sensitive functions, while having an alcohol concentration of 0.04 or greater;
- Consuming alcohol while performing safety-sensitive functions;
- Performing safety-sensitive functions within four (4) hours after consuming alcohol;
- Consuming alcohol within eight (8) hours after an accident or until the required test is administered, whichever occurs first, and;

No supervisor/manager having knowledge that a driver is in violation of any of these prohibited uses of alcohol, shall permit the driver/employee to perform or continue to perform safety-sensitive functions and shall appropriate action consistent with the terms of this policy, including a Reasonable Suspicion test.

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Testing Methods

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability using techniques, equipment and laboratory facilities which have been approved by DHHS and NHTSA. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. Part 40 is a DOT-wide regulation that states how to conduct testing and how to return employees to safety-sensitive functions after they violate a DOT drug and alcohol regulation. Part 40 applies to all DOT-required testing, regardless of what DOT agency specific rule applies to an employer.

Controlled substances testing will be done using urine samples. The urine specimens will be collected by either an outside contractor or the MBTA clinic, as determined solely by MassDOT. The specimen will be split into a primary and secondary specimen. The urine specimen will be sent to an approved U.S. Department of Health and Human Services (DHHS) laboratory for analysis with the results reviewed by a Medical Review Officer (MRO). Should an employee challenge the results of the primary specimen test result, he/she may within seventy-two (72) hours of receiving notice of the primary test result, request that the secondary specimen be tested. This request must be made to the MRO. Employees will assume all expenses associated with secondary specimen testing. Cut-off Levels, used to determine a "positive" test result for both initial and confirmation DOT tests are listed in Appendix 1.

Alcohol testing will be performed by a certified Breath Alcohol Technician (BAT) using an Evidential Breath Testing (EBT) machine. An alcohol test with a result of greater than 0.02 shall be considered a positive test result.

Categories of Tests:

The following DOT alcohol and controlled substance testing will be conducted under the following circumstances:

Pre-Employment (Applicants) – Applicants for any safety-sensitive position will be given a controlled substances test. Such tests to be administered consistent with the DOT procedures. An applicant must receive a negative result for controlled substances and an alcohol result less than 0.02 or will not be hired by MassDOT.

Pre-Employment (Existing Employees) – Any employee seeking a promotion, transfer, or demotion into a safety-sensitive position must submit to a pre-employment controlled substances test. The employee must receive a negative

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Random – Each DOT Agency sets the minimum random testing rates for drug and alcohol testing in the industry it regulates. In the event that a DOT agency changes the required percentages in the future, the Employer will automatically adjust its testing rates to conform to the DOT requirements. The current DOT Agency random testing rates are 10% of covered employees for alcohol and 50% of covered employees for controlled substances. Employees will be randomly selected for testing pursuant to a scientifically valid, computer based random number generator. There shall be no discretion on the part of management or those administering the program in the selection and notification of individuals for testing. All covered employees have an equal chance of being selected for random testing.

Because of the random nature of the selection method, an employee may be called upon for testing multiple times during a single year or not at all. Random testing is spaced reasonably throughout the year and occurs during all shifts, and on all days and hours of operation when safety-sensitive functions are being or could be performed, this includes nights, weekends and holidays. Testing dates/times are unannounced and occur with an unpredictable pattern of frequency.

Randomly selected employees and supervisors will be notified on the test day that they must take a test for controlled substances drugs and/or alcohol.

Once an employee is notified that he/she has been selected for testing, that employee must proceed immediately and directly to the testing/collection site. If the employee is performing a safety-sensitive function at the time of the notification, the supervisor shall ensure that the employee ceases to perform the safety-sensitive function and proceeds to the testing/collection site immediately.

“Immediately” means that after notification, all the employee’s actions must lead to an immediate specimen collection. Examples of actions that are not considered as ones leading to an immediate specimen collection include, but are not limited to, the following:

- Going home to change clothes;
- Going home to get your own vehicle;
- Going to a friend or relative’s house or other location to get a ride to the testing site;
- Stopping for food or drink en route to the testing site;
- Attending to child care needs; Employees are on notice that they may be subject to a random drug and/or alcohol test that could occur at the “end of shift” and if, they have child care responsibilities at “the end of shift,” they must pre-arrange emergency child care for the possibility of a



Sanctions for Violation of Policy-

First Violation – Except as noted below, any employee who violates this policy, defined as a positive test result on a controlled substances test or an alcohol test result greater than 0.02, shall receive a 40 work-day suspension and will be required to undergo an evaluation by an SAP as described below. The employee will not be allowed to return to work until they have served their suspension, completed the SAP process, and passed a return-to duty test. In the event that an employee has served the suspension, but has yet to complete the SAP process/Return to Duty Test, they will be allowed to utilize their accrued leave balances, provided that they are actively engaged in the SAP process and in compliance with all SAP recommendations.

Second Violation – Any employee who commits a second violation of this Policy, defined as a positive test result on a controlled substances test or an alcohol test result greater than 0.02, during the course of their career at MassDOT shall be terminated from employment. Note that the number of offenses can be any combination of DOT tests conducted pursuant to Section I of this Policy and “Non-DOT” tests conducted pursuant to Section II of this Policy.

Post – Accident – Any employee who produces a positive test result on a controlled substances test or an alcohol test result greater than 0.02 on a post-accident test, shall be terminated from employment.

Refusal to Test – Any employee who refuses to submit to either a controlled substances or alcohol test shall be terminated from their employment.

For purposes of this section, refusal to test shall be defined as follows:

- (1) Fail to appear for any test (except an applicant pre-employment test) within a reasonable time, as determined by MassDOT after being notified of the test;
- (2) Fail to remain at the collection site until the testing process is complete, (exception an applicant pre-employment test prior to the commencement of testing);
- (3) Fail to provide a urine specimen for any drug test required by this policy or federal regulations, (exception an applicant pre-employment test prior to the commencement of testing);
- (4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- (5) Fail to permit the observation or monitoring of the specimen collection, as required for a directly observed or monitored collection;

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Initial SAP Evaluation

The initial SAP evaluation shall include a comprehensive face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to resolve problems associated with alcohol and/or drug use.

Referral for Education and Treatment


The SAP is required to refer the employee to the appropriate education and treatment programs. Every effort will be made to refer the employee to education/treatment programs covered by his/her health insurance. However the Employer will not be responsible for any cost incurred for the SAP evaluation and any subsequent education and treatment. The employee must demonstrate successful compliance acceptable to the SAP prior to returning to a DOT safety-sensitive duty.

Return to Duty Evaluation

The SAP must conduct a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and treatment programs and has demonstrated successful compliance with the education and treatment referral. The SAP is required to forward all findings to the DER/DAPM in a timely manner.

Follow-Up Education/Treatment and Testing Plan

The SAP must provide the employee and the DER/DAPM with recommendations for continuing education and/or treatment, as well as a Follow-Up drug and/or alcohol testing plan. Federal DOT regulations require a minimum of six (6) unannounced observed Follow-Up tests in the first twelve (12) months following the employee's return to safety-sensitive functions. A greater number of observed tests may be required and may be extended for up to sixty (60) months following the resumption of safety-sensitive functions, at the discretion of the SAP. All Federally required Follow-Up tests will be performed under direct observation.



perform his or her safety-sensitive function. If the MassDOT employee has acknowledged the use of alcohol, but claims the ability to perform his/her safety-sensitive function, that employee is required to take and pass an alcohol test prior to performing any safety-sensitive functions. This test will be administered only if there is sufficient time within the work schedule for that day to complete any and all work activities without additional expenditure to the Employer. If the work cannot be completed due to the delay in testing the next person on the on-call list shall be contacted and the process repeated.

No manager or supervisor having actual knowledge that an employee has misused alcohol in violation of this policy shall permit the employee to operate or continue to operate any motor vehicle or equipment. The employee shall be sent for a Reasonable Suspicion test under this section.

Drug Free Workplace

In addition to the DOT testing and Non-DOT Testing addressed below, MassDOT has established itself as a drug-free workplace in accordance with the provisions of the United State Drug-Free Workplace Act of 1988. MassDOT prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee while in the workplace. In this case, a controlled substance is defined as a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812). Any employee who violates these prohibitions may be subject to discipline up to and including immediate termination from employment. Additionally, any employee who is convicted of a drug related violation within the workplace must report the conviction in writing to the employer within five (5) calendar days.

Controlled Substances Tested

The following substances will be tested under this section (See Appendix II for the complete list and testing cutoff concentrations)

- Marijuana
- Cocaine
- Amphetamines
- Phenecyclidine (PCP)
- Expanded Opiates (Ex: Oxycodone, Oxymorphone)
- Benzodiazepines (Ex: Xanax, Valium,)
- Methadone
- Barbituates ("Ludes")
- Methaqualone
- Propoxphene

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All probable cause evaluations shall be documented using the probable cause checklist. Decisions to administer or not administer the test shall be recorded and submitted to the DAPM.

Follow-Up – MassDOT will conduct Follow-Up drug and/or alcohol testing for any employee in accordance with a plan developed by SAP after a non-federal violation of this policy. The Follow-Up testing plan will require a minimum of six (6) tests the first twelve (12) months after the employee returns to work and may be extended at the direction of SAP.

Post-Accident - any employee who has been involved in any on-duty motor vehicle or equipment accident, whenever probable cause exists, whether the employee is operating a MassDOT-owned/leased vehicle, or a personal vehicle in the course of performing their job duties shall be subject to alcohol and/or drug testing.

Return-to-Work - Any employee who has violated this policy shall be subject to return-to-work alcohol and/or controlled substances testing before the employee will be allowed to return to work. Return-to-Work tests shall be conducted consistent with the provisions of 49 CFR Part 40.

Sanctions for Positive Test Result

Disciplinary Actions – The disciplinary sanctions for “non DOT tests” will be the same as the sanctions for “DOT” tests described in Section I of this policy. Note that the number of offenses can be any combination of DOT tests conducted pursuant to Section I of this Policy and “Non-DOT” tests conducted pursuant to Section II of this Policy.

Substance Abuse Professional Evaluation

Any employee who tests positive on a “Non-DOT” test shall be subject to the same substance abuse professional requirements in Section I.

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APPENDIX II

MassDOT Prohibited Drugs and Testing Cutoff Levels

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL.
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL.
Opiate metabolites			
Codeine/Morphine ²	2000 ng/mL	Codeine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
		Morphine	2000 ng/mL
		Hydromorphone	100ng/mL
		Hydrocodone	100ng/mL
Oxycodones			
Oxymorphone	100ng/mL	Oxymorphone	100ng/mL
Oxycodone	100ng/mL	Oxycodone	100ng/mL
Buprenorphine and or Metab	5ng/mL		
		Buprenorphine	2ng.mL
		Buprenorphine Metabolite	2ng.mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamines ³			
AMP/MAMP ⁴	500 ng/mL	Amphetamine	250 ng/mL.
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶	500 ng/mL	MDMA	250 ng/mL.
		MDA ⁷	250 ng/mL.
		MDEA ⁸	250 ng/mL.
<i>Methadone</i>	300 ng/mL		200 ng/mL
<i>Methaqualone</i>	300 ng/mL		200 ng/mL
<i>Propoxyphene</i>	300 ng/mL		200 ng/mL
<i>Barbiturates</i>	300 ng/mL		200 ng/mL
<i>Benzodiazepines</i>	300 ng/mL		200 ng/mL

- 1 Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).
- 2 Morphine is the target analyte for codeine/morphine testing.
- 3 Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.
- 4 Methamphetamine is the target analyte for amphetamine/methamphetamine testing.
- 5 To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.
- 6 Methylendioxyamphetamine (MDMA).
- 7 Methylendioxyamphetamine (MDA).
- 8 Methylendioxyethylamphetamine (MDEA).

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MEMORANDUM OF UNDERSTANDING

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

And

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R1-292

RE: Implementation of Cash Bonus Incentive Program Registry of Motor Vehicles

This Memorandum of Understanding is entered this ____ day of _____, 2014 by the Massachusetts Department of Transportation ("Employer") and National Association of Government Employees Local R1-292 ("Union") and sets forth their entire understanding and agreement concerning the implementation of a cash bonus incentive program for bargaining unit employees in the Registry of Motor Vehicles Division.

1. The Union acknowledges that it has been informed that the Employer intends to implement a cash bonus incentive program for bargaining unit employees in the Registry of Motor Vehicles and that the Employer has provided the Union with notice and the opportunity to bargain consistent with its obligations under G.L. c. 150E.
2. The Union unconditionally waives its rights, if any, to bargain over a cash bonus incentive program for bargaining unit employees in the Registry of Motor Vehicles or the implementation of any such program.
3. The Employer and Union agree that the award and/or distribution to employees of any such bonuses shall be determined by the Employer and shall not be subject to the grievance procedure.
4. This agreement shall not serve as precedent in any other matter between the parties except in a proceeding to enforce its terms.

Massachusetts Department of Transportation

National Association of Government Employees, Local R1-292

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

By: _____
John Mann, President

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT

THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

And

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

RE: PERFORMANCE STANDARDS FOR BARGAINING UNIT A EMPLOYEES
WITHIN THE REGISTRY OF MOTOR VEHICLES DIVISION

This memorandum sets forth the agreement between THE Massachusetts Department of Transportation ("Employer") and National Association of Government Employees, Local R1-292 (the "Union") concerning the implementation of Performance Standards for bargaining unit A employees within the Registry of Motor Vehicles Division.

The Employer may develop and implement performance standards for each operational unit within the Registry Division based upon objective and measurable criteria and determine benchmarks for meets and exceeds performance levels for purposes of the Employee Performance Review System.

The Employer shall establish an advisory committee that will include managers and bargaining unit members who shall serve as Subject Matter Experts (SME) to advise Management on the development of the Performance Standards. The Union may recommend bargaining unit members to serve as the SMEs and such recommendations shall be given full consideration.

The SMEs shall consult with and make recommendations to the Employer regarding the development of performance metrics, including specific benchmarks, and/or ranges within benchmarks, for each established criteria. The Employer shall make the final determination as to the Performance Standards, however, prior to implementing the Performance Standards, Management will meet with the Union to explain how the standards were determined.

The Union may request that the Performance Standards be reviewed by a mutually selected third party however, such review shall be limited to whether the standards are arbitrary and capricious, or unduly burdensome. The request for review must be made in writing and fully set forth the basis for the Union's claim. If the third party determines that the Performance Standards are arbitrary and capricious, or unduly burdensome, the Employer shall revise them as may be necessary and shall rescind any discipline imposed under any invalidated standard.

This document sets forth the entire understanding of the parties and may not be altered or amend in any way except by their written agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

Massachusetts Department of Transportation

National Association of Government
Employees, Local R1-292

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

By: _____
John Mann, President

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT

BETWEEN THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

And

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

RE: UNIFORMS AND DRESS STANDARDS FOR EMPLOYEES OF

THE REGISTRY OF MOTOR VEHICLES DIVISION Units A

This memorandum sets forth the agreement between MassDOT and the Union concerning the implementation of uniforms and dress standards for Unit A employees within the Registry of Motor Vehicles Division.

1. Employees may be required to wear employer supplied uniforms or other standard issue clothing during work hours and shall be required to adhere to an appropriate dress standard for other clothing worn during work hours. In determining which employees will be required to wear uniforms and the appropriate dress standards, the Employer will take into consideration the nature of the employee's duties, the work environment, and the extent to which the employee has contact with members of the public and internal or external business customers.
2. There will be a Labor Management Committee on Uniform Selection and Dress Standards established that shall include three (3) bargaining unit members. The Committee shall meet to review and make recommendations to the Registrar regarding the uniform options to be made available to employees and appropriate dress standards. Prior to making a final decision on uniform options the Registrar will submit her preferred options to the Labor Management Committee for final review and comment. The Labor-Management Committee shall also make recommendations to the Registrar concerning appropriate dress consistent with a "business casual" standard for all bargaining unit employees not required to wear uniforms.
3. Employees will be provided an adequate initial supply of uniform items. Worn items will be replaced at no cost to the employee at reasonable intervals as needed but not more frequently than 18 months from the date issued. Employees will be responsible for the costs of cleaning and maintaining items in good repair and for the replacement of lost or damaged items. When the employee leaves employment or when new items are issued to replace worn or damaged items, the employee will return those issued or replaced items.
4. Employees may be disciplined for violations of the uniform or appropriate dress standards subject to a "just cause" standard and progressive discipline will be used, except in instances where the nature of the violation is so egregious that more serious discipline is warranted.

5. The Labor Management Committee shall meet six months after the dress standards are implemented to review employee issues related to the implementation of the dress standards and to make recommendations to the Registrar concerning the possible modifications or improvements.

Massachusetts Department of Transportation

National Association of Government
Employees, Local R1-292

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

By: _____
John Mann, President

Date: _____

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MEMORANDUM OF UNDERSTANDING

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

And

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R1-292

RE: Use of Intermittent Employees Registry of Motor Vehicles

This Memorandum of Understanding is entered this ____ day of _____, 2014 by the Massachusetts Department of Transportation ("Employer") and National Association of Government Employees Local R1-292 ("Union") and sets forth their entire understanding and agreement concerning the use of intermittent employees in the Registry of Motor Vehicles Division.

1. Notwithstanding any provision of the collective bargaining agreement to the contrary, the Employer may hire persons to work on an occasional and/or intermittent basis to perform bargaining unit work in the Registry of Motor Vehicles.
2. Such employees may be used to substitute for absent regular part-time and full-time employees or to otherwise supplement staffing levels to meet the Employer's operational needs during peak business hours. It is understood that these employees work at the discretion of the Employer, and that they shall not be entitled to any benefit or protection provided under the collective bargaining agreement. The wage rate shall not be higher than Step 6 on the Unit A salary chart for the job title.
3. No employee hired under this Agreement may work more than 960 hours during any calendar year.
4. As a condition of employment, all persons hired pursuant to this agreement shall be required to pay a service fee to the Union which shall not be greater than the union dues assessed to bargaining unit members. To the extent practicable, the Employer shall remit these amounts to the Union on the same schedule as dues are remitted.
5. The Employer may convert any person hired pursuant to this agreement to regular part-time or full-time employment, provided that the conversion is to an entry level position within the bargaining unit. For purposes of salary placement, the employee's service as an occasional or intermittent employee shall be counted.
5. This document sets forth the entire understanding of the parties and may not be modified in any way except by their written agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

Massachusetts Department of Transportation

National Association of Government
Employees
Local R1-292

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

By: _____
John Mann, President

Date: _____

Date: _____



MEMORANDUM OF AGREEMENT

BETWEEN THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

And

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

RE: UNIFORMS AND DRESS STANDARDS FOR EMPLOYEES OF

THE REGISTRY OF MOTOR VEHICLES DIVISION Units A

This memorandum sets forth the agreement between MassDOT and the Union concerning the implementation of uniforms and dress standards for Unit A employees within the Registry of Motor Vehicles Division.

1. Employees may be required to wear employer supplied uniforms or other standard issue clothing during work hours and shall be required to adhere to an appropriate dress standard for other clothing worn during work hours. In determining which employees will be required to wear uniforms and the appropriate dress standards, the Employer will take into consideration the nature of the employee's duties, the work environment, and the extent to which the employee has contact with members of the public and internal or external business customers.
2. There will be a Labor Management Committee on Uniform Selection and Dress Standards established that shall include three (3) bargaining unit members. The Committee shall meet to review and make recommendations to the Registrar regarding the uniform options to be made available to employees and appropriate dress standards. Prior to making a final decision on uniform options the Registrar will submit her preferred options to the Labor Management Committee for final review and comment. The Labor-Management Committee shall also make recommendations to the Registrar concerning appropriate dress consistent with a "business casual" standard for all bargaining unit employees not required to wear uniforms.
3. Employees will be provided an adequate initial supply of uniform items. Worn items will be replaced at no cost to the employee at reasonable intervals as needed but not more frequently than 18 months from the date issued. Employees will be responsible for the costs of cleaning and maintaining items in good repair and for the replacement of lost or damaged items. When the employee leaves employment or when new items are issued to replace worn or damaged items, the employee will return those issued or replaced items.
4. Employees may be disciplined for violations of the uniform or appropriate dress standards subject to a "just cause" standard and progressive discipline will be used, except in instances where the nature of the violation is so egregious that more serious discipline is warranted.

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5. The Labor Management Committee shall meet six months after the dress standards are implemented to review employee issues related to the implementation of the dress standards and to make recommendations to the Registrar concerning the possible modifications or improvements.

Massachusetts Department of Transportation

National Association of Government
Employees, Local R1-292

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

By: _____
John Mann, President

Date: _____

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MEMORANDUM OF UNDERSTANDING

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

And

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R1-292

RE: Use of Intermittent Employees Registry of Motor Vehicles

This Memorandum of Understanding is entered this ____ day of _____, 2014 by the Massachusetts Department of Transportation ("Employer") and National Association of Government Employees Local R1-292 ("Union") and sets forth their entire understanding and agreement concerning the use of intermittent employees in the Registry of Motor Vehicles Division.

1. Notwithstanding any provision of the collective bargaining agreement to the contrary, the Employer may hire persons to work on an occasional and/or intermittent basis to perform bargaining unit work in the Registry of Motor Vehicles.
2. Such employees may be used to substitute for absent regular part-time and full-time employees or to otherwise supplement staffing levels to meet the Employer's operational needs during peak business hours. It is understood that these employees work at the discretion of the Employer, and that they shall not be entitled to any benefit or protection provided under the collective bargaining agreement. The wage rate shall not be higher than Step 6 on the Unit A salary chart for the job title.
3. No employee hired under this Agreement may work more than 960 hours during any calendar year.
4. As a condition of employment, all persons hired pursuant to this agreement shall be required to pay a service fee to the Union which shall not be greater than the union dues assessed to bargaining unit members. To the extent practicable, the Employer shall remit these amounts to the Union on the same schedule as dues are remitted.
5. The Employer may convert any person hired pursuant to this agreement to regular part-time or full-time employment, provided that the conversion is to an entry level position within the bargaining unit. For purposes of salary placement, the employee's service as an occasional or intermittent employee shall be counted.
5. This document sets forth the entire understanding of the parties and may not be modified in any way except by their written agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

Massachusetts Department of Transportation

National Association of Government
Employees
Local R1-292

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

By: _____
John Mann, President

Date: _____

Date: _____