

## MASTER LABOR INTEGRATION AGREEMENT

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

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

### PREAMBLE

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

### RECOGNITION

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

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

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

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

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

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

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

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

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

## **BARGAINING UNITS**

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

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

Unit E            Engineering and Science  
Unit F            Toll Collection and Couriers

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

## **GOVERNING AGREEMENTS**

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

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

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

## **UNION SECURITY**

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

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

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

### **ASSIGNMENT OF WORK INTEGRATION OF THE WORKFORCE**

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

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

### **JOINT LABOR – MANAGEMENT COMMITTEE**

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

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

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

### **CONTRACTING OUT**

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

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

### **LABOR MANAGEMENT COMMITTEE ON SUBCONTRACTING OF WORK**

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

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

### **POSITION CLASSIFICATION**

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

**Purpose**

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

**Classification Review Committee**

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

**Procedure**

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

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

**Implementation of the Classification Review Committee Findings**

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

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

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

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

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

#### **SALARY RATES FOR NEW HIRES**

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

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

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

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

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

occurs first.

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

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

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

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

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

## **HEALTH AND WELFARE**

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



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

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

### **BUMPING RIGHTS**

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

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

### **DISCHARGE OR SUSPENSION**

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

Section 2. Progressive Discipline/Warning, Suspension, Discharge

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

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

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

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

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

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

### Section 3. Immediate Suspension Pending Discharge

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

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

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

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

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

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

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

### **SHIFT BIDDING**

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

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

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

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

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

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

## RELOCATION

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

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

## SAFETY

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

### Safety

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

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

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

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

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

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

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

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

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

## CLASSIFICATION AND COMPENSATION SURVEY Classification Study

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

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

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

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

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



## SENIORITY

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

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

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

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

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

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

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

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

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

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

## **CLASSIFICATION POOL**

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

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

The parties shall establish a labor – management advisory committee to develop procedures for, among other things, the identification of net savings derived from operating efficiencies due to workforce integration and the administration of the pool funds. Upon identification of any such savings, the committee will issue a joint recommendation which shall include the committee's recommendation as to the allocation and timing of expenditures from the classification pool.

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

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

## **CIVIL SERVICE/LAYOFF**

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

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

## **SAVING CLAUSE**

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

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

## **WITHDRAWAL OF PENDING INTEREST ARBITRATION CASES**

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

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

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

## **WAIVER AND WITHDRAWAL OF CLAIMS**

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

## **EFFECTIVE DATE**

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

## **NEGOTIATIONS FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENTS**

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

## **APPROPRIATION BY THE GENERAL COURT**

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

## **AMENDMENT TO CHAPTER 25 OF THE ACTS OF 2009**

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

### **An Act Relative to Collective Bargaining**

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

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

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

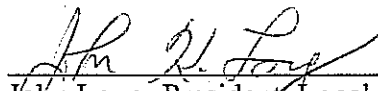
This provision shall be incorporated into the collective bargaining agreements governing bargaining units A, B, C, D, E and F, shall prevail over any conflicting provision, and be subject

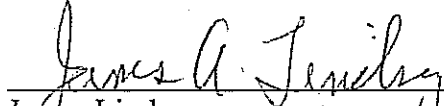
to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.


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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

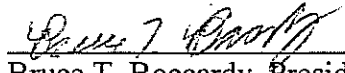
**AFSCME, Council 93**

  
John Long, President, Local 1009


  
James Lindsey

  
Joseph DeLorey, General Counsel

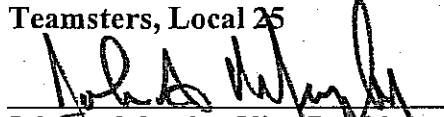
**S.E.I.U., Local 888**

  
Bruce T. Boccardy, President  
SEIU, Local 888

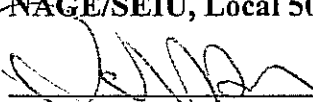
**Teamsters, Local 127**

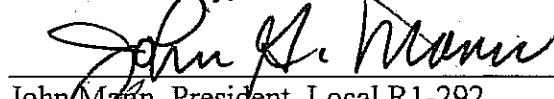
  
Robert F. Cullinane, Secretary-  
Treasurer/Principal Executive Officer

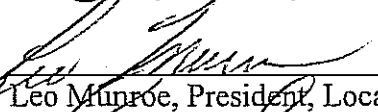
**Teamsters, Local 25**

  
John A. Murphy, Vice-President, Business  
Agent

**NAGE/SEIU, Local 5000**

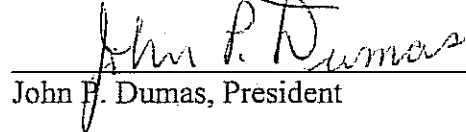
  
David J. Holway, National President

  
John Mann, President, Local R1-292

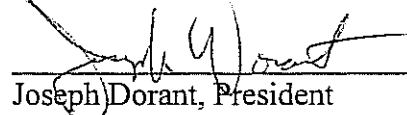
  
Leo Munroe, President, Local R1-219

  
Greg Sorozan, President, Local R1282

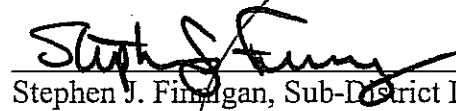
**IBEW, Local 103**

  
John P. Dumas, President

**MOSES**


  
Joseph Dorant, President

**USW, Local 5696 Unit 00**

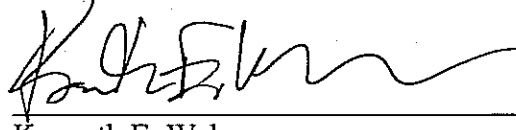
  
Stephen J. Finnigan, Sub-District Director


  
Karen A. Bartholomew, President

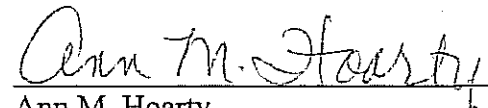
**USW, Local 5696 Unit 01**

  
Joseph Carlson, Staff Representative

**MASSACHUSETTS DEPARTMENT OF  
TRANSPORTATION**

  
Kenneth E. Weber  
Chief Administrative Officer

  
Michael C. Rutherford  
Director of Labor and Employee Relations

  
Ann M. Hoarty  
Collective Bargaining Administrator

# ATTACHMENT A

Position Title

Bargaining Unit

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

# ATTACHMENT A (continued)

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

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

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



# ATTACHMENT A (continued)

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

# ATTACHMENT A (continued)

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

# ATTACHMENT A (continued)

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

# ATTACHMENT A (continued)

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

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

**ATTACHMENT A (continued)**

Position Title

Bargaining Unit

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

# ATTACHMENT B

## Former MTA/MassPort Position Title

## Converted State Title

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

# ATTACHMENT B (continued)

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

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

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

# ATTACHMENT B (continued)

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



# ATTACHMENT B (continued)

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