

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

July 1, 2011 through June 30, 2014

The parties agree to the following changes to the Massachusetts Department of Transportation (“MassDOT”) and the Coalition of MassDOT Unions (“CMU”) for Unit D for July 1, 2009 through June 30, 2012. Moreover, in consideration of the provisions outlined below, all obligations arising under the provisions in Section 12.1C in the 2009 – 2012 Collective Bargaining Agreement are hereby waived by the union. Except as modified herein or in some other writing between the parties, the provisions of the 2009-2012 agreement, together with all supplements and side letters shall continue in effect, unless or until modified by agreement of the parties or as might be otherwise provided by law.

**Article 1 et seq.
Recognition**

The parties agree to amend the provisions of Article 1 of the current agreement and all other relevant Articles to reflect the substitution of the MassDOT as the employer for purposes of G.L. Chapter 150E in place of the Commonwealth of Massachusetts, Commissioner of Administration.

**Article 8
Leave**

Section 8.2 Paid Personal Leave

- A. On each January 1, full-time employees on the payroll as of ~~the signing date of this Agreement~~ **April 30, 2012¹** will be credited annually 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	22.500 37.500 hours
40.0 hours per week	24.000 40.000 hours

¹ For implementation of this provision, employees on the payroll as of April 30, 2012 will be credited with one (1) additional personal day as soon as administratively feasible following the full execution of this Agreement.

Add new section:

On each January 1, full-time employees hired after April 30, 2012 will be credited annually 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	22.500 hours
40.0 hours per week	24.000 hours

Except as provided for herein, any personal leave not taken by any December 31 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 shall be permitted to carry-over one day of personal leave credit not utilized, to the next calendar year.

- B. Nothing in this Section shall be construed as giving more than three (3) days personal leave in a given year **to employees hired after April 30, 2012, or more than five (5) personal days in a given year to employees on the payroll as of April 30, 2012.**

**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*

Section 10.9

- 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 (1) 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 (5) 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 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.~~

Article 12
Salary Rates

Section 12.1

The following shall apply to full-time employees:

- A. ~~Effective June 30, 2010, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1%) increase in salary rate.~~
- ~~• If FY 2010 tax revenues equal or exceed \$20.3 billion, employees will receive an additional one percent (1%) increase in salary rate, for a total of a two percent increase effective June 30, 2010.~~
 - ~~• If FY 2010 tax revenues equal or exceed \$21.4 billion, employees will receive an additional two percent (2%) increase in salary rate, for a total three percent increase effective June 30, 2010.~~
- B. ~~Effective June 30, 2011, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.~~
- C. ~~Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.~~
- ~~The dates contained in Sections 12.1A, 12.1B or 12.1C above may be advanced by six months in each of the three years, or by three months in each of the three years, if the following tax revenue targets are met:~~
- ~~• FY 2010 — 6 months = \$19.45 billion; — 3 months = \$19.00 billion~~

- ~~• FY 2011 6 months = \$20.42 billion; 3 months = \$19.95 billion~~
- ~~• FY 2012 6 months = \$21.44 billion; 3 months = \$20.94 billion~~

~~In addition, if tax revenues for Fiscal Year 2010, 2011, or 2012 achieve one of the
aforementioned indices, the Commonwealth agrees to accelerate the wage rate increase
for that fiscal year and for each of the above-listed fiscal years by six (6) or three (3)
months, as applicable.~~

A. Effective June 30, 2012, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.

B. Effective the first pay period in July 2012, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and one-half percent (1.5%) increase in salary rate.

Effective the first pay period in July 2012, employees who are outside the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-time payment equal to one percent (1.0%) of the maximum salary rate for the employee's job title.

C. Effective the first pay period in January 2013, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and one-half percent (1.5%) increase in salary rate.

D. Effective the first pay period in July 2013, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and one-half percent (1.5%) increase in salary rate.

Effective the first pay period in July 2013, employees who are outside the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-time payment equal to one percent (1.0%) of the maximum salary rate for the employee's job title.

E. Effective the first pay period in January 2014, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and one-half percent (1.5%) increase in salary rate.

F. Effective June 30, 2014, employees who are outside the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1.0%) increase in salary rate.

**Article 13A
Health and Welfare**

Section 13A.2

- ~~A. Effective the first pay period in January 2008, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$14.00 per calendar week.~~
- ~~B. Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$14.50 per calendar week. The Board of Trustees shall continue to maintain the Day Care Assistance Program for the duration of this Agreement.~~
- ~~C.A. Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.00 per calendar week. The Board of Trustees shall continue to maintain the Day Care Assistance Program for the duration of this agreement.~~

Add new section:

- B. Effective the first pay period in January 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.50 per calendar week. The Board of Trustees shall continue to maintain the Day Care Assistance Program for the duration of this Agreement.**
- C. Effective the first pay period in June 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$16.00 per calendar week. The Board of Trustees shall continue to maintain the Day Care Assistance Program for the duration of this agreement.**

**Article 28
Re-Opener**

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

Integrated Collective Bargaining Agreement

The parties agree to execute an integrated collective bargaining agreement between MassDOT and the CMU, Bargaining Unit D.


Uniformity of Policies

The CMU commits to continuing its discussions with MassDOT over the implementation of MassDOT Policies and Procedures.

Side Committee Discussions, i.e., Dress Code and Work Schedule

The parties agree to continue discussions until Agreement is reached regarding the Registry of Motor Vehicle issues which have been the subject of ongoing discussions.

For the CMU:




Kevin Preston, Spokesperson
CMU Bargaining Unit D

For MassDOT



Rachael Rollins
General Counsel



Christine Grey, Chairman
CMU Bargaining Unit D

May 23, 2012
Date

5/24/12
Date