**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION**

**AND THE**

**COALITION OF MASSDOT UNIONS, UNIT B**

**FOR A**

**SUCCESSOR AGREEMENT**

**July 1, 2024 through June 30, 2027**

The parties agree to the following changes to the Massachusetts Department of Transportation and Coalition of MassDOT Unions Collective Bargaining Agreement for Unit B for July 1, 2023 through June 30, 2024. Except as modified herein or in some other writing between the parties, the provisions of the 2023-2024 agreement, together with all supplements and side letters shall continue in effect, unless or until modified by the agreement of the parties or as might be otherwise provided by law.

**ADD NEW ARTICLE 2B:**

ARTICLE 2B

PROBATIONARY PERIOD

**Section 2B.1. Upon new employment or reemployment all employees shall serve a nine (9) month probationary period.** **Probationary periods may be extended no more than one (1) time up to ninety (90) days for new hires/rehires with concurrent notice to the Union and the employee. Such notice shall include a reason for extending the probationary period.**

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

**AMEND ARTICLE 5:**

ARTICLE 5

UNION BUSINESS

**Section 5.1 Union Representation**

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction. **The Union will update the list and provide it to the Employer every six (6) months, as well as provide notification of newly elected and appointed Union officials upon such election or appointment. The Employer will provide the Union with a list of Labor Relations representatives and their areas of jurisdiction in accordance with the timelines above.**

**AMEND ARTICLE 7:**

ARTICLE 7

 WORKWEEK AND WORK SCHEDULES

**Section 7.2 Overtime**

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. An employee who uses sick time during the same workweek in which he/she works either emergency or mandatory overtime shall be permitted to use up to ~~three (3)~~ **four (4)** such days each fiscal year for purposes of calculating overtime compensation provided the sick time is used prior to the notification to report for the overtime.

2. 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.

F. Upon the request of an employee, the Employer may grant, at its discretion, compensatory time in lieu of payment for overtime at a rate not less than one and one-half hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of ~~one hundred and twenty hours~~ **ninety (90) hours** and may be used ~~sued~~ in one half-hour increments. The Employer shall permit the use of compensatory time at the employee’s request, provided the use of compensatory time does not unduly disrupt the operation of a department or agency. Upon termination, an employee shall be paid for all unused compensatory time at the final regular rate of pay.

**Section 7.6 Shift Differential**

1. Effective **the ﬁrst pay period of January 2025** ~~July 9, 2006~~, employees rendering service on a second or third shift as hereinafter deﬁned shall receive a shift differential of **two** ~~one~~ dollars and 25 cents (~~$1.25~~$**2.25**) per hour for each hour worked.

**INCORPORATE JANUARY 18, 2023 MOA LANGUAGE CHANGES:**

MassDOT and the Coalition for MassDOT Unions for Units B and C agree as part of the on-going collective bargaining agreement integration to incorporate language changes regarding Tunnel Differentials as provided in Section 2 of the Parties’ January 18, 2023 Memorandum of Agreement.

**Section 7.7 Stand-by Duty**

1. **Effective the ﬁrst full pay period in January 2025, an** ~~An~~ employee who is required by the department head to leave instructions as to where he/she may be reached in order to report to work when necessary shall be reimbursed at a rate not to exceed **thirty-five dollars ($35.00)** ~~seventeen dollars and ﬁfty cents($17.50~~) for such stand-by period.

**Section 7.8 Weekend Differential**

1. **Effective the ﬁrst pay period of July 2025,** Employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of ~~one~~ **two** dollars **and twenty-ﬁve cents** (~~$1.00~~**$2.25**) per hour for each hour worked, provided, however, that no employee shall receive said weekend differential for more than **two (2)** ~~one (1)~~ shift**s** per weekend not to exceed 7.5 or 8 hours **per** **weekend shift**.

. . .

E. Employees who are assigned to work a Compressed Workweek shall receive the weekend differential for all hours worked on a Saturday **and/**or Sunday up to the maximum of **two (2)** ~~one (1)~~ regular full shift**s** per weekend. This does not apply to employees who have requested and been granted an alternative work schedule.

**ADD NEW SECTION 7.10**

**Section 7.10 The Employer may allow employees who are scheduled to work a regular shift that runs through the time when Daylight Savings Time begins and whose work shift is reduced by one hour to work one additional hour, as operationally feasible as determined by the Employer.**

**AMEND ARTICLE 8**

ARTICLE 8

LEAVE

**Section 8.1 Sick Leave**

1. Sick leave shall be granted, at the discretion of the Employer, to an 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. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
	3. When appointments with licensed medical**, mental health,** or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition. Permissible sick leave use for these purposes shall include reasonable travel time to and from said licensed medical or dental appointments.
	4. When an employee is absent due to **a substance use disorder and is receiving treatment or participating in a recognized recovery program.** ~~the excessive use of alcohol or narcotics,~~ ~~becomes and continues to be an active participant in an~~ ~~approved counseling service program~~. However, said participation may not mitigate the potential of disciplinary action.
	5. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
		1. caring for the spouse, **domestic partner (as defined by M.G.L. Chapter 175M),** child, foster child, step-child, **domestic partner’s child, child of spouse,** parent of either the employee or his/her spouse, step-parent, **parent’s domestic partner, spouse or domestic partner’s parents,** brother, sister, **or step-siblings,** grandparent, grandchild, **step-grandchild or domestic partner’s grandchild, grandparents, step-grandparents, or grandparent’s domestic partner,** person for whom the employee is legal guardian or a relative living in the immediate household who is seriously ill; or

**Section 8.4 Bereavement Leave**

A. Upon evidence satisfactory to the Employer of the death of spouse/**domestic partner (as defined by M.G.L. Chapter 175M),** child, **foster child, step child living in household,**

an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of the death of a child and within ninety (90) calendar days from the date of the death of the employee’s spouse.

B. Upon evidence satisfactory to the 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.

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

**Section 8.6 Civic Duty Leave**

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

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

1. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

2. Remit to the Appointing Authority the jury fees if less than his/her regular rate of compensation for the period involved.

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

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government **outside their capacity as an employee or as part of their civic duty,** shall be granted court leave with pay upon filing of the appropriate notice of service with his/her **supervisor/manager.** ~~department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.~~

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

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

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

H. An employee who was assigned to the third shift shall be granted paid leave for the shift immediately preceding the jury service or court appearance pursuant to paragraphs A and D above.

**Section 8.7 Military Leave**

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

1. ~~Subject to the provisions of Chapter 33, § 59 of the General Laws, as amended, an employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, or during his/her annual tour of duty of not exceeding thirty-four (34) days in any state fiscal year, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.~~
2. ~~Subject to the provisions of Chapter 33, § 59 of the General Laws, as amended, an employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen~~

~~(17) days in the federal fiscal year as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.~~

1. ~~An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.~~
2. ~~In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.~~
3. ~~This Section shall be construed in conjunction with applicable law.~~

**Section 8.8 Family and Medical Leave**

 A. Family Leave

. . .

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

B. Medical Leave

. . .

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

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

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

. . .

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

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**Section 8.14 Paid Family Medical Leave**

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

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

**AMEND ARTICLE 9**

**ARTICLE 9**

**VACATIONS**

**ADD NEW SUB SECTION**

**Section 9.2**

…

**C. Employees hired on or after July 1, 2024 with at least 4.5 years of prior relevant work experience at the time of hire, shall begin to accrue vacation credits at the rate of 4.326975 (75/biweekly) or 4.61544 hours (80/biweekly).  Employees will remain at this accrual rate until they reach 9.5 years of creditable service with the Employer. Prior relevant work experience is work experience in the same or a related field or profession using the same or similar skills requiring same or similar level of responsibility as reasonably determined by the Employer.**

**The Employer will notify new employees in writing at the time of hire that they may request credit for prior relevant work experience. Employees shall have six months from the date of notification to file a request for such credit. If approved, the accrual shall be effective the date the request is filed.**

**AMEND ARTICLE 10:**

ARTICLE 10

HOLIDAYS

**Section 10.5**

Effective ~~January 1, 2008~~ **January 1, 2025** notwithstanding any other contract provisions, an employee required to work his/her regular shift on a holiday (and the employee was otherwise not scheduled to work said holiday) shall be entitled to elect, for the first five (5) times per calendar year that occurs, to receive either: (a) one (1) day’s pay in addition to regular pay for compensation for working on the holiday; or (b) **accrue compensatory hours at the straight rate for the actual hours worked. Such compensatory time shall be added to the compensatory hours bank not to exceed a total of ninety (90) hours. Should the holiday compensatory hours exceed the maximum compensatory hours limit, or upon request of the employee, the employee shall be paid for holiday hours worked at the straight rate of pay in addition to pay for the holiday worked.**  ~~a compensatory day off with pay within sixty (60) days following the holiday to be taken at a time requested by the employee and approved by the agency head or if a compensatory day cannot be granted by the Agency/Department because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.~~

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

**AMEND ARTICLE 11:**

ARTICLE 11

EMPLOYEE EXPENSES

**Section 11.1**

A. ~~Effective September 12, 2005, w~~**W**hen an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of **sixty-two (0.62)** ~~forty (.40)~~ cents per mile.

~~Effective September 12, 2005, e~~**E**mployees will be reimbursed for reasonable associated costs for parking and tolls for authorized travel.

. . .

**ADD NEW SUB SECTION:**

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

**Section 11.2**

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

Meals Maximum Allowance Applicable Period

Breakfast ~~$3.75~~ **$7.50**  3:01 to 9:00 A.M.

Lunch ~~$6.50~~  **$13.00**  9:01 to 3:00 P.M.

Supper ~~$9.50~~ **$19.00**  3:01 to 9:00 P.M

**ADD NEW SUB SECTION**

**E. Effective the first full pay period of January 2025, e~~m~~ployees who are required to travel out of state for assignments of more than twenty-four (24) hours in duration shall, in lieu of the meals reimbursement provided in paragraphs A through D of this Section, receive a payment of forty-nine dollars ($49.00) for each whole day during which they are on such assignment. Said payment shall be prorated for each partial day during which said employees are on such assignment. For the purposes of this paragraph:**

**1. A whole day shall be a twenty-four (24) hour period commencing at midnight; and**

**2. The duration of an out of state travel assignment shall begin upon the employee’s departure from his/her home or work location directly to the destination of the travel assignment, and shall conclude with the employee’s arrival at his/her home or work location directly from said travel assignment.**

**Section 11.3**

**Effective** **the** **first full pay period of January 2025,** ~~E~~**e**mployees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast 3:01 a.m. to 9:00 a.m. ~~$2.75~~ **$5.50**

Lunch 9:01 a.m. to 3:00 p.m. ~~$3.75~~ **$7.50**

Dinner 3:01 p.m. to 9:00 p.m. ~~$5.75~~ **$11.50**

Midnight Snack 9:01 p.m. to 3:00 a.m. ~~$2.75~~ **$5.50**

**AMEND ARTICLE 12**

ARTICLE 12

SALARY RATES

**Section 12.1**

1. **Effective the first full pay period in January 2025, 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.** **Employees who are outside the salary range who meet the eligibility criteria in Section 2 of this Article shall receive a one-time bonus payment equal to three percent (3%) of their salary.**
2. **Effective the first full pay period in July 2025, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.** **Employees who are outside the salary range who meet the eligibility criteria in Section 2 of this Article shall receive a one-time bonus payment equal to two (2%) percent of their salary.**
3. **Effective the first full pay period in January 2026, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate. Employees who are outside the salary range who meet the eligibility criteria in Section 2 of this Article shall receive a one-time bonus payment equal to two (2%) percent of their salary.**
4. **Effective the first full pay period in July 2026, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate. Employees who are outside the salary range who meet the eligibility criteria in Section 2 of this Article shall receive a one-time bonus payment equal to two (2%) percent of their salary.**
5. **Effective the first full pay period in January 2027, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate. Employees who are outside the salary range who meet the eligibility criteria in Section 2 of this Article shall receive a one-time bonus payment equal to two (2%) percent of their salary.**

~~A. Effective the first full pay period in July 2023 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a four percent (4.0%) increase in salary rate.~~

~~B. Effective the first full pay period in January 2024 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a four percent (4.0%) increase in salary rate.~~

~~C~~**F**. The Salary Charts shall be adjusted to reflect the above adjustments.

**. . .**

**Section 12.5.** Whenever an employee paid in accordance with the salary schedules provided in Appendix A of this Agreement receives a promotion to a higher job group, the employee’s new salary rate shall be calculated as follows:

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

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

**Calculation 1:**

* + 1. Determine the employee’s current salary rate and step within his/her current job group; then,
		2. Find the salary rate of the next higher step within the employee’s current job group; and,
		3. Multiply the employee’s current salary rate by one and **ﬁve** ~~three~~ one hundredths (~~1.03~~ **1.05**); then,
		4. Compare the higher of the resultant amounts from 2) and 3) above to the salary rates for the higher job group into which the employee is being promoted.
		5. The employee’s salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from 4) above.
		6. For promotions after October 1, 2018, if the application of the above formula results in a salary that is less than the amount the employee would receive had he/she been promoted to the next lower grade, the employee’s salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.

~~7. For promotions after October 1, 2018, an employee who is not at the terminal step in their grade and has been in their current step for at least nine (9) months at the time of a promotion shall be advanced one (1) step in the new job grade after the promotional factor is applied.~~

~~Employees shall have the option of 6 or 7 above and not both.~~

**Calculation 2:**

1. **Determine the years of the employee’s relevant "experience", and/or substitution therefor, in the same or similar work. Relevant experience includes same or similar work performed in a lower grade or any experience that fulfills the minimum entrance requirements.**
2. **Subtract the minimum entrance requirements number of years from the employee’s total years of experience.**
3. **Use the number of years of experience remaining to determine which step the employee would be placed in the resultant amount will be compared to the sum arrived at above;**

**Compare Calculations 1 and 2:**

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

* 1. For employees who are at the maximum step within their current job:
		1. Determine the employee’s current salary rate and step within his/her current job group; then,
		2. Multiply the employee’s current salary rate by one and **ﬁve** ~~three~~ one hundredths (~~1.03~~ **1.05**); then,
		3. Compare the higher of the resultant amounts from 2 above to the salary rates for the higher job group into which the employee is being promoted.
		4. The employee’s salary rate shall be the ﬁrst rate in the higher job group that at least equals the higher of the resultant amounts from 3 above.
		5. For multiple grade promotions after April 15, 2019, if the application of the above formula results in a salary that is less than the amount the employee would receive had he/she been promoted to the next lower grade, the employee’s salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into, provided a higher step exists.

**Calculation 2:**

1. **Determine the years of the employee's relevant "experience", and/or substitution therefor, in the same or similar work. Relevant experience includes same or similar work performed in a lower grade or any experience that fulﬁlls the minimum entrance requirements.**
2. **Subtract the minimum entrance requirements number of years from the employee's total years of experience.**
3. **Use the number of years of experience remaining to determine which step the employee would be placed in the resultant amount will be compared to the sum arrived at above;**

**Compare Calculations 1 and 2:**

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

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

**. . .**

**Section 12.8**

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

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

**B**~~A~~. An employee entering a position within a bargaining unit covered by this Agreement from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation, received immediately prior to his/her entry into the bargaining unit.

**C**~~B~~. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade, which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement, shall be placed at a step in grade in accordance with the provisions of Section 5 of this Article.

**D**~~C~~. An employee entering a position within a bargaining unit covered by this Agreement from a position in a higher salary grade, or from a position which is in the equivalent of a higher salary grade in a bargaining unit not covered by this Agreement, shall be placed at a step in grade within his/her new job grade based upon the employee’s creditable service in the equivalent of the new job grade or higher job grade, or, in the event of a voluntary demotion or bump due to layoff, in the same step as the higher job grade, whichever is greater, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six **(6)** months.

**ADD NEW SECTION**

**Section 12.12 Bilingual Differential**

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

**AMEND ARTICLE 23**

ARTICLE 23

ARBITRATION OF DISCIPLINARY ACTION

**Section 23.1**

No employee ~~who has been employed in the bargaining unit described in Article 1 of this Agreement for six (6) consecutive months or more~~, **who has satisfied the probationary period set forth in Section 1 of Article 2B,** shall be discharged, suspended, or demoted for disciplinary reasons without just cause. ~~The employer may extend the probationary period for an additional three (3) months on a one-time basis by providing a ten (10) day notice to the employee in advance of the expiration of the probationary period. An employee who severs his/her employment with an Agency must serve an additional probationary period upon re-employment whether in the same or a different job title or the same or different agency.~~ 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 therefore 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.

**AMEND ARTICLE 23A**

ARTICLE 23A

GRIEVANCE PROCEDURE

**Section 23A.10**

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing. **The timeline to file at the next step of the grievance procedure, as described in Section 2 of this Article, shall commence on the date of the Union’s receipt of the parties’ written agreement to waive a grievance to the next step of the grievance process.**

**AMEND ARTICLE 24**

ARTICLE 24

PERSONNEL RECORDS

**Section 24.4**

**. . .**

D. Warnings or reprimands **(written warnings)** which are more than three years old, where there has not been subsequent disciplinary action imposed, shall not be considered in conjunction with employee promotions, transfers, reassignments or training or educational opportunities **and shall be removed from the personnel record upon the request of the employee, or absent such request, shall be considered removed from the personnel record.**

ARTICLE 30

WAGE REOPENER

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

**AMEND ARTICLE 31**

ARTICLE 31

DURATION

This Agreement shall be for the ~~one~~ **three**-year period from July 1, **2024** ~~2023~~ to June 30, **2027** ~~2024~~ and terms contained herein shall become effective on **July 1, 2024,** ~~execution~~ unless otherwise specified. ~~It is expressly understood and agreed that subject to ratification by~~ ~~the Union Membership, the predecessor collective bargaining agreement shall be~~ ~~voided and superseded by all aspects of this collective bargaining agreement~~. Should a successor Agreement not be executed by June 30, **2027** ~~2024~~, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after January 1, **2027** ~~2020~~.

SIGNATURES ON FOLLOWING PAGE

For the Massachusetts Department of Transportation:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Olinda R. Marshall, Chief Labor Negotiator

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Date

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Matthew Knosp, Chief Human Resources Officer

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Date

For the Coalition of MassDOT Unions for Unit B:

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George McGilloway, Secretary-Treasurer/Principal Executive Officer, Teamsters Local 127, Chair CMU Unit B

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Laurie Carlson, President, USW, Local 5696

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Date

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Leo Munroe, President, NAGE, Local R1-219

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Date

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Tom McKeever, President, SEIU, Local 888

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Date

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Paul Faria, Staff Representative, AFSCME Council 93

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Date