**COLLECTIVE BARGAINING AGREEMENT**

#### between the

**COMMONWEALTH OF MASSACHUSETTS**

#### and the

**COALITION OF MASSDOT UNIONS – UNIT B**

**JULY 1, 2017 to JUNE 30, 2020**

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#### PREAMBLE

This collective bargaining agreement entered this 29th day of October, 2014 by the Massachusetts Department of Transportation acting through the Secretary/Chief Executive Officer and his/her labor designee, hereinafter referred to as the “Employer”, or MassDOT; and by the Coalition of MassDOT Unions, hereinafter referred to as the “Union” or “CMU,” which is composed of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliate Council 93 and the Service Employees International Union (SEIU), AFL-CIO and its affiliates Local 888 and Teamsters Local 127, and the United Steelworkers Local 5696, and has as its purpose the promotion of harmonious relations between the Union and the Employer.

#### ARTICLE 1 RECOGNITION

**Section 1.**

(a)The Employer recognizes the Union as the exclusive bargaining representative for all employees in job titles assigned to Bargaining Unit B, as set forth in Appendix A. Appendix A(1) attached hereto reflects the positions contained in Unit B at the time of ratification of this Agreement. Appendix A(2) reflects the positions to be contained in Unit B following the realignment of titles pursuant to the parties’ Classification Study Implementation Memorandum of Understanding.

#### (b) The Union 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.

(c)To effectuate clear labor management communications and to further the stability of labor relations, when any settlement agreement directly or indirectly affects the interests of employees represented by more than one of the component unions, the Employer may in its reasonable discretion require that the Chairperson of the CMU also be a signatory to any such settlement agreement. The execution by the Chairperson shall bind the CMU and each of the component unions individually to the terms of the agreement. Each such agreement shall contain the following representations:

i) The persons executing the agreement are authorized to enter the agreement on behalf of the CMU and to bind the CMU and each of the component unions to the terms of the agreement;

ii) All required approvals, votes, consents, or other actions required to be taken under any agreement, by-law or other applicable governance document have been obtained in advance of execution of the agreement;

iii) The CMU and each of the component unions individually shall refrain from filing any grievance or other action in any forum against the Employer challenging the settlement agreement or the implementation of the settlement agreement, except for actions alleging that the Employer has failed to comply with terms of the settlement agreement.

(d) If any of the above representations are proven materially false or if the CMU or any component Union makes any demand to bargain, files any action eha"8ngiag the agreement or the implementation of the agreement, or takes any other action to impede the agreement the Employer may void the agreement in part or in its entirety and recoup any payments made pursuant to the agreement.

(e) Upon the Employer’s request, the CMU agrees to fully support and defend the agreement in any action, dispute, or other proceeding brought by a component union arising directly or indirectly out of the agreement or the implementation of the agreement all at its own expense.

#### Section 2.

1. As used in this contract the term "employee" or "employees" shall:
   1. include full-time and regular part-time and temporary persons employed by the Employer in job titles in the bargaining unit included in Section l above, including seasonal employees whose employment is for a period of ninety (90) consecutive days or more.
   2. exclude:
      1. all managerial and confidential employees;
      2. all employees employed in short term jobs established by special federal or state programs such as summer jobs for underprivileged youths;
      3. all intermittent employees which are defined as an employee who is neither full-time nor a regular part-time employee and whose position has been designated as an intermittent position by the Employer in accordance with existing written procedures of the Personnel Administrator, or those procedures as hereafter amended.
      4. all persons paid through a subsidiary account designated by the State Comptroller for use in the payment of contract personnel.
2. A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve (12) months or more, who normally works a full workweek and has been employed for twelve (12) consecutive months or more.
3. A regular part-time employee is defined as an employee who is expected to work fifty percent (50%) or more of the hours in a work week of a regular full-time employee in the same title.

A temporary employee is a full-time or regular part-time employee hind to work for the duration of a temporary vacancy or for a defined period of up to one year but not including person employed as "03" or "07" consultants as provided in Section 1.2 B(4) above. Temporary employees shall serve a probationary period of nine (9) months. Upon expiration or earlier termination of their appointments, temporary employees shall be laid off without recourse to the layoff, bumping and recall provisions of the agreement. The employer recognizes the benefit of maintaining a career workforce and understands that temporary employees are intended to supplement the regular workforce and handle temporary or seasonal increases in bargaining unit work. No person may have their temporary employment extended beyond one year without the consent of the Union. Except as provided above, any temporary position that is not vacated at the expiration of one year shall be posted within 14 business days as a regular position in accordance with Article 14. If the posted position is not filled within 6 months, the Employer may not hire a temporary employee in a position within the same job series until it hires a regular full time employee in a position within the same job series at the same location. Incumbents in temporary positions shall be considered for such positions before external applicants, provided that such appointment is not contrary to Civil Service law. A temporary employee who is selected to fill the position on a permanent basis shall not be required to serve a new probationary period, The number of temporary FTE employees shall not at any time exceed twelve and one half (12.5%) of the total number of filled FTE positions in bargaining Units Band C in the aggregate.

1. The Employer will on a monthly basis provide the CMU with the following information about all temporary employees hired withinUnit B under this provision:

Name and home address

Date of Hire

Job Title

Work Location

and also provide the date of separation, or any other changeof employment status of such temporary employee along with a description of the nature of any such change in employment.

1. In addition to the use of other seasonal employees as provided in this agreement or by practice, the Employer may engage intermittent seasonal employees from November 1 to April 15 each year to supplement staffing levels during snow and ice operations. Such employees shall not be used as substitutes for bargaining unit employees, except in instances where all qualified employees who are willing to work the event have first been offered the opportunity. Intermittent seasonal employees will not be covered by any term or condition of the collective bargaining agreement but may be required to pay an administrative fee to the Union to the extent permitted by law.

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#### ARTICLE 2 MANAGERIAL RIGHTS/PRODUCTIVITY

**Section 1.** Except as otherwise limited by an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

**Section 2.** Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

**Section 3.** It is acknowledged that during the negotiations that resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties, and the Union agrees that the Employer shall not be obligated to any additional collective bargaining.

**Section 4.** Any prior agreement covering employees in these bargaining units shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

#### ARTICLE 2A

**RULES AND REGULATIONS**

The Rules and Regulations governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, Other Leave, Charges and State Personnel, Accident Prevention, as authorized by Section 28 of Chapter 7 of the General Laws (Red Book) and those Rules and Regulations governing Classifications, Salaries, Allocations, Individual Reallocations, Salary Increments as authorized by Section 45 (5) and Section 53 of Chapter 30 of the General Laws (Gray Book) shall not apply to employees covered by this Agreement.

#### ARTICLE 3

#### UNION SECURITY

**Section l.** The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

**Section 2.** An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. The form may be completed on-line as an electronic form or completed, printed, and sent to the designated human resources officer. An employee may withdraw his/her Union dues check-off authorization by giving the Employer at least sixty (60) days notice in writing, or lesser notice as may otherwise be required by law. The Employer will promptly notify the Union of any request to withdraw union dues authorization.

**Section 3.** An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer, and shall bear the signature of the employee. The form may be completed on-line as an electronic form or completed, printed, and sent to the designated human resources officer. An employee may withdraw his/her agency fee authorization by giving the Employer written notice.

**Section 4.** The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy as of July 1, 1976 to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of the Department of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer. For purposes of this Article, the term union dues includes arrearages that accrue after the date employee signs a dues authorization card.

#### Section 5.

1. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to his/her department head.
2. The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted provided that the Union is in conformity with the requirements of Section 4 of this Article.

**Section 6.**

1. An employee may consent in writing to the authorization of the deduction of a union initiation fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and include the total amount of the initiation fee and amount authorized to be deducted each pay period, and shall bear the signature of the employee.
2. The Employer shall deduct the initiation fee from the pay of the employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose initiation fees are transmitted, provided that the Union is in conformity with the requirements of Section 4 of this Article.

#### ARTICLE 4

#### UNION BUSINESS

**Section 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.

#### Section 2. Paid Leave for Union Business

Upon request of the Union, an employee designated by the Union within MassDOT’s Highway Division who is an elected Union official shall be granted time off without loss of pay or benefits for no more than thirty-five (35) hours per week to facilitate the conduct of union business on behalf of Unit B.

Union officials, including but not limited to stewards, shall be permitted to have reasonable time off without loss of pay (paid union leave) for the following purposes, and requests for such time off shall not be unreasonably denied:

* 1. Attendance at Statewide, Departmental, facility and local labor-management committee meetings, including reasonable travel and preparation time.
  2. Attendance at legislative or gubernatorial work-related Commissions as so designated.
  3. Investigation and processing of grievances, including reasonable travel time.
  4. Attendance at grievance and arbitration hearings, including reasonable travel and preparation time.
  5. Participation in collective bargaining negotiations, including midterm and contract negotiations, with allowance for reasonable travel and preparation time.
  6. Participation in Departmental meetings or Committees, including reasonable travel and preparation time.
  7. Representation of employees during investigations, hearings, or administrative inquiries within the Appointing Authority, including reasonable travel and preparation time.
  8. Non-grievance dispute resolution, including disputes between employee(s) and coworker(s) and/or employee(s) and their supervisor(s). Requests for release time under this provision shall identify the nature of the problem to be addressed; shall identify the parties involved; and shall include participation from Department/Agency labor relations staff when the Department/Agency deems such participation appropriate. All release time requests under this provision shall be processed through the Department/Agency central Human Resources Office. Release time granted under this provision shall include reasonable travel and preparation time.
  9. In order for elected delegates of the Union to attend conventions of the State AFL-CIO and parent organizations. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions. Such release time shall be granted in accordance with current practice. Additional requests under this Section due to extenuating circumstances shall be submitted to and considered by the Human Resources Division.
  10. Grievants shall be permitted to have reasonable time off without loss of pay for attendance at grievance hearings through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.
  11. All leave granted under this Section shall require prior approval of the Director of the office of Labor Relations and Employment law or his/her designee. Requests for release time for the purpose of attending Union conventions must be at least twenty-one (21) days in advance of such convention.
  12. SEIU Local 888 stewards shall annually receive one full day of paid union leave to attend stewards’ training.

#### Section 3. Unpaid Union Leave of Absence

1. Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one (1) or more additional periods of one (1) year or less at the request of the Union. Approved requests will be granted by the Department/Agency head not to exceed one (1) per each 2,000 employees in the bargaining unit provided that no adverse effect on the operations of the Department/Agency results.
2. Leaves of absence without loss of benefits or other privileges (not including wages) to attend meetings, conventions and executive board meetings of the local, city, state, regional and parent organizations may be granted to Union officers, stewards and elected delegates of the Union.
3. Representatives and officers of the Union may be granted leaves of absence without loss of benefits or other privileges (not including wages) to attend hearings before the Legislature and State agencies concerning matters of importance to the Union.
4. Witnesses called by the Union to testify at a Step II hearing or in arbitration proceeding (Step III) may be granted time off without loss of benefits or other privileges (not including wages).
5. All leaves granted under this Section shall require prior approval of the Director of the office of Labor Relations and Employment law or his/her designee. Requests for all unpaid release time must be made at least seven (7) calendar days in advance unless agree to by the parties.

#### Section 4. Union Use of Premises

The Union shall be permitted to use those facilities of the Employer for the transaction of Union business during working hours, which have been used in the past for such purpose, and to have reasonable use of the Employer's facilities during off-duty hours for Union meetings subject to appropriate compensation if required by law. Where practicable, Union officials shall provide the Employer with at least one (1) day advanced notice of such use. This Section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract.

#### Section 5. Bulletin Boards

The Union may post notices on bulletin boards or on an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth, MassDOT or their representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

#### Section 6. Employer Provision of Information

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

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

between the Union and the Commonwealth, unless directed in writing, by the employee.

The Alliance further agrees that should it improperly disclose, release or distribute the social security numbers of employees in bargaining unit 2, it will indemnify the Commonwealth for any and all damages resulting from such improper disclosure by the Alliance.

1. Concurrent with the issuance of bi-weekly wages to workers in the bargaining

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

1. The Employer shall continue to provide the Union with the same or similar information concerning members of the bargaining unit as it currently provides. In the even the Commonwealth discontinues providing the Union any of the information it currently provides concerning members of the bargaining unit, the Employer will meet with the Union to discuss the availability of alternative methods of providing the same or similar information.

#### Section 7. Orientation

Where the Department/Agency provides an orientation program for new employees or employees entering the bargaining unit for the first time, up to one (1) hour shall be allotted to the Union and to the new employees during which time a union representative may discuss the Union with the employee.

#### ARTICLE 5

**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

**Section 1.** The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, age, ethnicity, mental or physical handicap, union activity, gender identity, gender expression, military or veteran status.

**Section 2.** The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, sex, national origin, or mental or physical disability, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

**Section 3.** The Statewide Labor/Management Committee established pursuant to ARTICLE 25 shall give priority to the area of affirmative action and reasonable accommodation. The Committee shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the policy and commitments contained in the Governor's Executive Order No. 116 dated May 1, 1975 or as subsequently amended or in Governor's Executive Order #253 (1988) or as subsequently amended. The provisions contained in Article 14 and Article 18 shall not be construed to impede the implementation of affirmative action programs developed by the Employer in accordance with goals set forth in this Article.

**Section 4.** The Employer and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should be subjected to such harassment. The term sexual harassment as used herein is conduct such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which constitutes sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

**Section 5.** A grievance alleging a violation of Section 4 of this Article shall be filed initially at Step II of the grievance procedure. Such action must be brought within twenty-one (21) days from the alleged act or occurrence. However, an employee who has filed a complaint alleging sexual harassment under the Commonwealth’s Statewide Sexual Harassment Policy may not file a grievance regarding those same allegations under this Section.

Section 6. The Employer and the Union agree that individuals with disabilities should enjoy equal access to all employment opportunities. During the process to identify a reasonable accommodation the employee may elect to have union representation present.

**ARTICLE 6**

**MUTUAL RESPECT**

The Employer and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the Employer’s business. Behaviors that contribute to hostile, humiliating and/or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior shall raise their concerns with an appropriate manager or supervisor as soon as possible, but no later than ninety (90) days from the most recent occurrence(s). Employees who want to formally pursue the matter must file a written complaint which identifies the behaviors, including specific examples believed to cause the hostile, humiliating and/or intimidating work environment.

The written complaint shall be investigated by the Employee Relations Unit or other Employer designated body which shall make recommendations to the Employer for correcting any unacceptable and/or unprofessional behaviors identified by the investigation. The Complainant shall be notified of the steps taken to address the Complainant’s concerns.

In the event the employee(s) written complaint is not addressed within a reasonable period of time, the employee and/or the Union may file a grievance at Step II of the grievance procedure as set forth in Article 23. If the employee, (or the Union) requests a hearing at Step II such hearing shall be granted. Grievances filed under this section shall not be subject to the arbitration provisions set forth in Article 23. No employee shall be subject to retaliation for filing a complaint, giving a statement, or otherwise participating in the administration of this process.

#### ARTICLE 7

**WORKWEEK AND WORK SCHEDULES**

#### Section l. Scheduled Hours, Workweek, Workday

1. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half (37.5) hours per week excluding meal periods or forty (40) hours per week excluding meal periods, as has been established for that job title at the particular job location. Any employee whose regular workweek has averaged more than forty (40) hours excluding meal periods in the past shall have a forty

(40) hour workweek.

1. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.
2. When the Employer desires to change the work schedule of employee(s) the Employer shall, whenever practicable, give the employee ten (10) days written notice.

The provisions of this subsection shall not be used for the purpose of avoiding the payment of overtime.

1. To the extent practicable, the normal work week shall consist of nor more than five (5) consecutive days, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This subsection should not apply to employees in authorized flexible hours programs or those working alternative work schedules. A workweek other than Monday through Friday may be established where the Employer reasonably determines the need for such schedule.
2. 1) The Employer may establish a work week of less than five consecutive days, including three (3) or (4) four day workweeks, provided that the work day shall not exceed 13.34 hours excluding meal periods ("Compressed Workweek"). The Employer shall attempt to fill Compressed Workweek schedules by first soliciting volunteers and shall select from among qualified volunteers in order of seniority. If there are an insufficient number of qualified volunteers, the Employer may upon 14-day notice reassign qualified employees in inverse order of seniority within the district or other administrative work unit, selecting first from among temporary employees and then regular employees.

(2) The Employer shall not involuntarily reassign any employee to a Compressed Workweek schedule prior to April 15, 2020, except that temporary employees and new hires may be assigned to such schedules. Prior to extending an offer of employment to any person hired after this agreement is ratified the Employer shall provide written notice that they may be required to work a Compressed Workweek.

(3) No involuntary reassignment shall extend beyond 12 consecutive weeks and no employee shall be involuntarily reassigned more than twice during any rolling 52-week period or be required to work more than 24 weeks in the aggregate during any rolling 52-week period.

(4) Annually, beginning on April 1, 2020 up to twenty percent (20%) of the total number or bargaining unit employees in Bargaining Units B and C combined may elect to be excluded from assignment to a Compressed Workweek schedule. Employees shall be given an opportunity to make this. election within aDistrict or other administrative work unit in order of their MassDOT seniority. For purposes of this section there shall be a single seniority roster for Units B and C. Employees who make this election shall not be required or permitted to work a Compressed Workweek schedule through April 15th of the following year. Such election must be made in writing to the District Highway Director or other Department head on or before April 1st of each year.

1. (1) When a holiday falls on a day that an employee assigned to a Compressed Workweek schedule is scheduled to work but is not required to work, the employee shall be paid at their regular hourly rate for all of their regularly scheduled hours that day. If the employee is required to work the holiday, in addition to the employee's regular pay, s/he may elect to receive either 7.5 or 8 hours of pay at their regular hourly rate or 7.5 or 8 hours of compensatory time based on the number of hours in their normal workweek.

(2) When a holiday falls on a day that an employee assigned to a Compressed Workweek schedule is not scheduled to work, the employee shall be paid 7.5 or 8 hours of holiday pay at their regular hourly rate based on the number of hours in their normal workweek. If the employee works the holiday, in addition to the employee's regular pay, s/he may elect to receive either 7.5 or 8 hours of pay at their regular hourly rate or 7.5 or 8 hours of compensatory time based on the number of hours in their normal workweek.

G. In addition to all other compensation to which they are entitled under the terms of this Agreement, employees working a Compressed Workweek schedule that includes work on both Saturday and Sunday shall also be paid an additional $ 1.25 for all hours worked during that Compressed Workweek.

1. The parties acknowledge the benefit of establishing alternative work schedules, including but not limited to flexible hours, staggered hours, part-time and job sharing where such programs contribute to the efficient delivery of state services. The Labor Management Committee established pursuant to ARTICLE 25 of this Agreement shall meet to determine the feasibility of establishing such options where they do not currently exist, to monitor existing programs, and to recommend changes where appropriate.

Upon the written request of either party, the Union shall meet with local and central office representatives relative to developing and implementing Flex-time/Alternative work schedules where feasible for an individual worksite/facility or for the Department/Agency. Following said meetings where there continues to be any unresolved issues the areas of dispute may be brought at the request of either party to the Human Resources Division to work toward a possible resolution. All agreements reached pursuant to the above paragraph shall be submitted to the Union and the Human Resources Division for approval.

#### Section 2. Overtime

1. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week.
2. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular workweek.
3. The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This Paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the Appointing Authority and by the Chief Human Resources Officer.
4. 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) 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.

1. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
2. 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 and may be 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.
3. The Employer shall make every effort to compensate employees for overtime in the same pay period that the overtime was earned. However, it is understood that there are situations in which the overtime entries cannot be

made until the following pay period (e.g. overtime earned in the first week of the pay period should be paid within the same pay period; overtime worked in the second week of the pay period should be paid in the following pay period).

1. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek. Department heads and union representatives at each location shall work out procedures for implementing this policy of distributing overtime work.
2. Prior to implementing mandatory overtime a reasonable effort will be made to solicit volunteers.
3. The provisions of this Section shall not apply to employees on full travel status to the extent permitted by law.
4. 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 and may be used 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 3. Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Department/Agency and the needs of the employee. Employees shall not reduce the length of the workday by working through a meal break without the prior approval of the department head.

#### Section 4. Rest Periods and Clean-up Time

Employees shall be allowed two (2) rest periods of up to fifteen (15) minutes per work day. Rest periods may not be used to either extend the meal break or reduce the length of the workday without prior approval of the department head. Employees who work less than a five-day workweek shall be allowed rest periods not to exceed a total of two and a half hours per workweek. The rest periods shall be of equal length and scheduled at equal intervals through each workday.

**Section 4A. Timekeeping**

The Employer may require all employees to record daily arrival and departure times and the start and end time of all breaks and meal periods in a form and manner it determines, which to the extent practicable shall be uniform for similarly situated employees.

#### Section 5. Call Back Pay

An employee who has left his/her place of employment after having completed work on his/her regular shift, and who is called back to a workplace prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift. An employee who is called back must remain available for, and respond to any subsequent call during the four hour period. If the employee is called back during the same four (4) hour period, s/he shall be paid for the additional time worked on an hour for hour basis at the overtime rate. An employee who refuses or fails to respond to a second or subsequent call during the four hour period, shall not be paid the four (4) hour minimum, unless it is unreasonable under the circumstances to require s/he respond. The Union may submit a grievance alleging that a second or subsequent call was unreasonable to expedited arbitration.

An employee who is called back to work as outlined above but is not called back to a work place shall receive a minimum of two (2) hours pay at his/her regular overtime rate. For the purpose of this Section, a "work place" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment. Where an employee fulfills his/her call back assignment though the use of an electronic communication device such as a telephone or “networked” computer, or mobile device the employee shall receive a minimum of one hour (1) for assignments received before 11:00 p.m. and two (2) hours for assignments received on or after 11:00 p.m., provided that no employee shall receive additional pay for a second or subsequent assignment received within the original call back period unless fulfillment of any assignment extends beyond the original call back period in which case the employee will be paid for the actual time worked. For the purpose of this Section, a "work place" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment. The Employer may require the employee to maintain and provide a complete and accurate written account of the work performed during a call back assignment.

For an employee who is called back pursuant to paragraphs 1 and 2 of this Section, the four (4) hour minimum shall be counted for the purpose of calculating overtime compensation pursuant to Section 2 of this Article when said employee is called back to the workplace. The two (2) hour minimum shall be counted for the purpose of calculating overtime compensation when the employee is called back to work but not called back to the workplace.

#### Section 6. Shift Differential

1. Effective July 9, 2006, employees rendering service on a second or third shift as hereinafter defined shall receive a shift differential of one dollar and 25 cents ($1.25) per hour for each hour worked.
2. For the purpose of this Section only, a second shift shall be one that commences at 1:00

p.m. or after and ends not later than 2:00 a.m. and a third shift shall be one that commences at 9:00 p.m. or after and ends not later than 9:00 a.m.

1. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift, will receive an hourly differential pursuant to paragraph A of this Section.
2. For employees who are required to work a second or third shift as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one

half of the regular salary rate plus the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

1. Employees who are assigned to work a Compressed Workweek shall receive the shift differential for all hours worked beginning after 3:00 p.m. and ending before 7:00 a.m. on their regular full shift. This does not apply to employees who have requested and been granted an alternative work week.
2. Employees who are assigned to work a Compressed Workweek to perform tunnel maintenance or inspection work in the MHS shall be paid the MHS differential for all hours worked beginning after 3 p.m. and ending before 7:00 a.m. on their regular shift. This does not apply to employees who have requested and been granted an alternative work schedule.

#### Section 7. Stand-by Duty

1. 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 seventeen dollars and fifty cents ($17.50) for such stand-by period.
2. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty, and shall be nine (9) hours in duration for any daytime stand-by duty.
3. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not immediately available to report to duty when called, no stand-by pay shall be paid to the employee for the period. An employee who fails to report for duty within one (1) hour of being called shall not be considered immediately available. The Employer shall make reasonable allowances for travel distance and conditions. For purposes of this section distance shall be measured from the employee’s home.
4. Should an employee be called off stand-by duty to perform work, such employee shall receive, in addition to his/her stand-by pay, additional pay for all hours worked on an overtime basis in accordance with Section 2 (overtime) and Section 5 (callback) of this Article and all other relevant provisions of this Agreement.

#### Section 8. Weekend Differential

1. Employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of one dollar ($1.00) per hour for each hour worked, provided, however, that no employee shall receive said weekend differential for more than one (1) shift per weekend not to exceed 7.5 or 8 hours.
2. For the purposes of this Section, a weekend shift shall be defined as a shift that commences on or after 9:00 p.m. on Friday and concludes on or before 2:00 a.m. on Monday.
3. The above hourly weekend differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a weekend shift. Eligible employees who are required to work a weekend shift, or any portion thereof, on an

overtime basis, replacing a worker who normally works such weekend shift, will receive an hourly differential pursuant to paragraph A of this Section.

1. For employees who are required to work a weekend shift as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one-half of the regular salary rate plus the weekend differential for the number of hours in excess of forty

(40) per week worked on such weekend shift.

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

**Section 9.** Employees who are regularly assigned to tunnel maintenance work in the MHS on an “off hours” shift shall receive in addition to their regulation compensation, including any other applicable wage differentials, the additional amount of one dollar ($1.25) per hour for each hour worked on such assigned shift. For purposes of this section, an “off hours” shift is any shift that begins on or after 3:00 p.m. and ends on or before 7:00 a.m.

**ARTICLE 7A**

**SHIFT BIDDING**

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 unions for the number of hours of each of the shifts to be bid.

Shift bids shall be posted for bidding at least one per year, but not 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 MassDOT seniority. For purposes of shift bids, MassDOT seniority shalll exclude service outside of the Maintenance Division.

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.

**ARTICLE 8**

**LEAVE**

Effective on or about November 1, 2015, MassDOT will transition from monthly accruals for sick and vacation benefits to biweekly accruals.[[1]](#footnote-1)

**Section 1. Sick Leave**

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

Scheduled Hours per Week Sick Leave Accrued

37.5 hours per week 9.375 hours

80.0 hours bi-weekly 4.61544 hours

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

1. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
2. 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.

* 1. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition. Permissible sick leave use for these purposes shall include reasonable travel time to and from said licensed medical or dental appointments.
  2. When an employee is absent due to the excessive use of alcohol or narcotics, becomes and continues to be an active participant in an approved counseling service program. However, said participation may not mitigate the potential of disciplinary action.
  3. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
     1. caring for the spouse, child, foster child, step-child, parent of either the employee or his/her spouse, step-parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian or a relative living in the immediate household who is seriously ill; or
     2. parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this Section shall not be required to submit a medical certification, unless the Appointing Authority has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8 (A)(7) below.
  4. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee’s adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.
  5. An employee may use up to ten (10) days of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. The Employer may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee may use the one (1) day per month of paid leave available to employees for volunteer work under the Commonwealth’s School Volunteer or Mentoring programs for the above-cited foster care activities

1. A full-time employee shall not accrue full sick leave credit for any bi-weekly pay period in which he/she was on leave without pay. Instead the employee shall accrue sick leave credits based on the hours paid within the bi-weekly pay period.
2. Upon return to work following a sick leave in excess of five (5) consecutive work days, or when the Employer has reason to suspect that an employee is unfit for duty, an employee may be required to undergo a medical examination to determine his/her fitness for work. If the examination by the Physician reveals that the employee is unfit for duty, the employee’s own leave time will run from the time the employee left the work location. The employee, if found unfit for duty and if he/she desires, may then receive an examination by a physician of his/her own choice and at his/her expense. If the employee’s physician finds that the employee is fit to return to work, the employee shall not be returned to work unless and until a third physician appointed by a panel agreed by the Union and Employer examines the employee and determines that the employee is fit for duty. The Employer will bear the costs of the employee’s initial examinations and the examination by the physician appointed from the panel under this Paragraph E.
3. Sick leave must be charged against unused sick leave credits in units of fifteen minutes, but in no event may the sick leave credits used be less than the actual time off.
4. Any employee having no sick leave credits, who is absent due to illness or injury may, upon the Employer’s approval which will not be unreasonably withheld, be placed on available vacation leave under Article 9. Additionally, the Employer may grant such employee a leave of absence without pay or an extension of a leave of absence without pay upon the written request of the employee.

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

1. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the Director of Human Resources, where such absence was caused by:
   1. Illness of said employee;
   2. Dismissal through no fault or delinquency attributable solely to said employee; or
   3. Injury while in the employment of MassDOT in the line of duty, and for which said employee would be entitled to receive Workers’ Compensation benefits.
2. A regular part-time employee shall not accrue sick leave credit for any bi-weekly pay period in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one (1) day of service of a full-time employee.
3. Employees requesting sick leave under this Article must notify the Employer’s designated representative at least one (1) hour before the start of his/her work shift on each day of absence. In single-shift agencies, employees requesting sick leave under this Article must notify the designated representative not later than fifteen (15) minutes before the start of the work day on each day of absence. Failure to provide proper notification may result in the denial of sick leave. Such notice must include the general nature of the condition and the estimated period of time for which the employee will be absent. Where circumstances warrant, the Employer or designee shall reasonably excuse the employee from such daily notification.
4. Where the Employer has reason to believe that sick leave is being abused, or when an employee uses three (3) or more sick days on non-consecutive calendar days during any 60 day period, or uses seven and one half (7.5) days within three (3) months, the Employer may require satisfactory medical evidence from the employee for such absence and for future sick leave usage for a period of up to three (3) months from the date of the most recent absence. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Employer believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.
5. Where the Employer, or the designated person in charge has a sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job with or which jeopardizes workplace safety or stability, the Employer or the designated person in charge may authorize the removal of such employee from the workplace. It is understood that the employee might not recognize or acknowledge such unfitness. Notification shall be made to the Union as soon as possible, by the Employer or his/her designee when an employee is removed from the workplace in accordance with this paragraph.

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

1. No employee shall be entitled to a leave under the provisions of this Section in excess of the accumulated sick leave credits due such employee.
2. Employees whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. Upon the death of an employee who dies while in the employ of the Commonwealth, twenty percent (20%) of the value of the unused sick leave which the employee had personally earned and accrued as of the time of death shall be paid in the following order of precedence, as authorized by the Chief Human Resources Officer upon request of the Appointing Authority of the deceased employee: first, to the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system; and second, if there be no such designated beneficiary, to the estate of the deceased. It is understood that any such payment will not change the employee's pension benefit.
3. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.
4. The parties recognize that absenteeism and over utilization of sick leave by employees are, where they occur, problems of mutual concern. The parties therefore agree that a Labor/Management Committee shall be formed which shall meet regularly during the life of the Agreement to develop methods of reducing over utilization of sick leave and absenteeism.
5. The parties recognize that any unnecessary delay by agencies in processing Industrial Accident paperwork is a problem of mutual concern. The parties therefore agree to establish a sub-committee to study the manner in which the various Departments and Agencies process the paperwork associated with the processing and disposition of Industrial Accident claims. Said sub-committee shall make such recommendations to expedite such claims as it shall deem appropriate.
6. The parties agree to establish a labor/management committee to discuss the biweekly accrual of leave time.

#### Section 2. Domestic Violence Leave

An employee may use up to a maximum of fifteen (15) paid days per calendar year for the purpose of arranging for the care of him/her self, his/her child(ren), elderly parents, and spouse or for attending to necessary legal proceedings or activities in instances where the employee, his/her child(ren), elderly parents and spouse is a victim of domestic abuse, domestic violence, sexual assault or stalking and where the employee is not the perpetrator. Said fifteen (15) days are in addition to any other paid leave, which the employee may accrue under the provisions of the Agreement. Any documentation required by the employer to implement leave under this Section shall be kept strictly confidential, and any notations made on an employee status record shall be non-specific.

#### Section 3. Paid Personal Leave

1. Full-time employees hired after June 1, 2012 will be credited annually during the first pay period in January with paid personal leave credits at the following rate:

Scheduled Hours per Week Personal Leave Credits

37.5 hours per week 22.500 hours

40.0 hours per week 24.000 hours

1. Full-time employees hired as of June 1, 2012, will be credited annually during the first full pay period in January with paid personal leave credits at the following rate:

Scheduled Hours per Week Personal Leave Credits

37.5 hours per week 37.5 hours

40.0 hours per week 40.000 hours

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

|  |  |  |
| --- | --- | --- |
| Date of Hire or Promotion | Scheduled Hours per Week | Personal Leave Credited |
| January 1-March 31 | 40.0 | 24.000 hours |
|  | 37.5 | 22.000 hours |
| April 1-June 30 | 40.0 | 16.000 hours |
|  | 37.5 | 15.000 hours |
| July 1-September 30 | 40.0 | 8.000 hours |
|  | 37.5 | 7.500 hours |
| October 1-December 31 | 40.0 | 0.000 hours |
|  | 37.5 | 0.000 hours |

Except as provided for herein, any personal leave not taken by the last Saturday prior to the first full pay period in January will be forfeited by the employee. Personal leave days for regular part-time will be granted on a pro-rata basis. Employees’ personal leave balances shall be charged for time used on a one-half hour-for-one-half-hour basis, e.g., one-half hour charged for one-half 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.

1. Nothing in this section shall be construed as giving more than three (3) days personal leave in a given calendar year to employees hired after (insert ratification date) is ratified or more than five (5) personal days in a given year to employees hired on or before (insert ratification date).

#### Section 4. Bereavement Leave

1. Upon evidence satisfactory to the Employer of the death of a spouse or child, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of the death of a child and within ninety (90) calendar days of the death of the employee’s spouse.
2. Upon evidence satisfactory to the Employer of the death of a foster child, step- child, step-parent, person for whom the employee is legal guardian, spouse of a child, parent, brother, sister, grandparent, grandchild, or parent or child of spouse, or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) days. Leave shall not exceed four days commencing within thirty calendar days from the date of death, at the option of the employee.
3. 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.

#### Section 5. Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.

#### Section 6. Civic Duty Leave

1. 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.
2. 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.
3. 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.
4. 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 shall be granted court leave with pay upon filing of the appropriate notice of service with his/her 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.
5. 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.
6. 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 (4) or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
7. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.
8. 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 7. Military Leave

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. Family and Medical Leave

1. Family Leave
   1. The Employer shall grant to a full time or part time employee who has been employed for at least nine (9) consecutive months preceding the commencement of the leave, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within twelve (12) months following the birth or placement. The ability to take leave ceases when a foster placement ceases unless the need for the additional leave is directly connected to the previous placement.
   2. At least thirty (30) days in advance, the employee shall submit to the Employer a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) days notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide upon request by the Appointing Authority proof of the birth or placement or adoption of a child.
   3. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation credits at the commencement of her/his family leave, the employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation provisions of this Agreement, except that up to two (2) weeks of accrued leave per calendar year may be reserved and used after the FMLA has ended. The Appointing Authority may, in his/her discretion, assign an employee to backfill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure.
   4. At the expiration of the family leave, the employee shall be returned to the same equivalent position with the same status, pay and length of service credit as of the date of her/his leave. If during the period of the leave, employees in an equivalent position have been laid-off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.
   5. Employees taking an unpaid leave of absence under this provision will accrue sick and vacation leave benefits only for the first eight (8) weeks of such unpaid leave. Notwithstanding any other provision of the Agreement to the contrary, the family leave granted under this Article shall not affect the employee's right to

receive any contractual benefits for which he/she was eligible at the time of his/her leave.

* 1. During the time an employee is on family leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Employer may recover, as provided under FMLA, the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave.
  2. During family leave taken in conjunction with the birth, adoption, or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave at a time requested by the employee. In the case of multiple births, such as twins or triplets, paid leave will not exceed (10) ten days. For cases of foster placement, if the placement is for less than 10 days, the number of paid days shall equal the number of work days that fall within the placement period. The ten (10) days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than one (1) day. In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. The ten (1) days of paid leave granted under this section shall be prorated for regular part-time employees.

1. Medical Leave
   1. The Employer shall grant to any full-time or part-time employee who has been employed at least nine (9) consecutive months preceding the commencement of the leave, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of her/his position. For this accompanying regulations, 29 C.F.R. Part 825, the Employer will request medical certification at the time the employee gives notice of the need for the leave or within five business days thereafter, or in the case of the unforeseen leave, within five business days after the leave commences. In the event of an unanticipated illness, an employee who returns to work within eight (8) working days of the beginning of their absence will not be required to return form D1 to his/her employer.
   2. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) day notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the Employer, satisfactory medical evidence. An employee requesting medical leave shall complete the Department’s FMLA form and submit it to the Employer. If the Employer has reason to question the validity of the medical evidence, it may obtain a second opinion at its own expense. In the event there is a conflict between the second opinion and the original medical opinion, the Employer and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the Employer and the employee, at the Employer’s Expense. When there is no agreement on the third medical provider, within fifteen (15) days after the employer sends a list of medical providers to the Union, either party may submit a request that the Department of Public Health or the Department of Mental Health, as the case may be, to provide a list of five (5) medical specialists in the field of the condition underlying the need for the leave or able to schedule au appointment within thirty (30) days of the request. Each party may strike two names provided and rank the remaining three in order of preference and return such lists to the respective Department within ten (10) days of the receipt of the list. The closest matching specialist shall be requested to serve as a third medical provider. Pending receipt of a third medical opinion, the employee will be provisionally entitled to the leave, provided that if the employee fails to authorize his\her medical provider to release all medical information related to the conditions for which the leave is needed to the second or third medical provider, or misses a scheduled appointment with the medical providers due to their fault, fault, the employer may deny the FMLA leave until the employee provides such authorization will attend a rescheduled appointment. If the certification of a third medical provider does not ultimately established employees entitlement to FMLA leave, the employee's provisional FMLA will terminate effective the date of the third medical opinion.

* 1. 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 employees currently on FMLA, employees who provide satisfactory medical documentation to support an intermittent FMLA may utilize up to 60 days of their FMLA allotment provided for in Section 8 (B) (1) for intermittent absences.

Where an intermittent or a modified work schedule is medically necessary, the employee and Employer shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace. Such modified work schedules may include full time continuous leave, a change in job responsibilities, an alternative work option or a continuation of the intermittent leave beyond the sixty (60) days if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed within the previous 52 week period.

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

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

In such an event, no employee who then requests full time continuous leave and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying illness.

Such leaves will be limited to the remainder of the 26 weeks of available FMLA leave and based upon their intermittent determination shall not be eligible for the catastrophic leave extension.

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

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

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

* 1. If the employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her medical leave, that employee shall use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement, except that up to two (2) weeks of accrued leave per year may be reserved and used after the FMLA has ended. The Employer may in its discretion assign an employee to temporarily backfill for an employee who is on family or medical leave or hire a temporary replacement and such assignment or hire shall not be subject to the grievance procedure, except that the employee may file an Article 16 grievance if they are entitled to pay in a higher classification.
  2. At the expiration of the medical leave, the employee shall be returned to the same equivalent position with the same status, pay and length of service credit as of the date of her/his leave. If during the period of the leave, employees in an equivalent position have been laid-off through no fault of their own, the Employer will extend the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.
  3. Between periods of unpaid medical leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.
  4. During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Employer may recover the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.
  5. For the purposes of this Section, a rolling twelve (12) month period will be used, measured backward from the date the leave is used.
  6. The parties agree to work together to develop standardized forms concerning FMLA leaves.

1. The total amount of Family and Medical Leave available to employees under this section shall not exceed 26 weeks in a 12-month period. The total amount of accrued paid leave that may be reserved and used after the expiration of Family or Medial leave in any calendar year shall not exceed two (2) weeks in the aggregate.
2. Notwithstanding any provision to the contrary, an employee shall be entitled to benefits as proved by the Massachusetts Parental Leave Act, G.L. c. 149, § 105D, the Massachusetts Family Medical Leave Act, G.L. c. 175M, and other applicable laws which shall run concurrent with the Family and Medical Leave provided in this agreement. The terms of this Agreement shall control unless otherwise provided by law.

#### Section 9. Non-FMLA Family Leave

1. Upon written application to the Appointing Authority, including a statement of any reasons, any employee who has been employed at least nine (9) consecutive months who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted non-FMLA family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The Appointing Authority may, in his/her discretion, assign an employee to back-fill for an employee who is on non-FMLA family leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of grandparent, grandchild, sister or brother living in the same household, or child - whether or not the child (or children) is the natural, adoptive, foster, stepchild or child under legal guardianship of the employee.
2. Ten (10) days of non-FMLA family leave may be taken in not less than one (1) day increments. However, such leave requires the prior approval of the Employer or his/her designee.
3. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of her/his non-FMLA family leave, that employee shall use such leave credits for which he/she may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.
4. Between periods of non-FMLA family leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

#### Section 10. Educational Leave

Employees may be granted a paid leave of absence in accordance with the policies of the Employer for educational purposes to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual’s skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

Based on the operational needs of the department, Employees enrolled in a degree program may be granted an unpaid leave of absence(s) up to (12) twelve months for course work required by the program. The decision to approve or deny any request for a leave of absence shall not be subject to the grievance procedure as outlined in Article 23 and shall not be arbitrable.

**Section 11.** Upon submission of satisfactory medical evidence that demonstrates an existing catastrophic illness or injury, the Employer shall grant the employee up to an additional twenty-six (26) weeks of non-intermittent non-FMLA leave. A catastrophic illness or injury is a severe or life-threatening conditions that requires prolonged recovery or hospitalization and that totally incapacitates the employee from working. AN employee may be granted leave under this paragraph not more than twice during their employment provide that the total aggregate amount of leave granted to any one employee shall not exceed 26 weeks.

**Section 12.** For the purposes of **ARTICLE 8 LEAVE**, **ARTICLE 9 VACATIONS**, and **ARTICLE 10 HOLIDAYS**, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8) hour workday shall mean seven and one-half (7.5) or eight (8) hours, whichever is appropriate, and for the purpose of **ARTICLE 9 VACATIONS**, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate. For the purposes of ARTICLE 8 - LEAVE, ARTICLE 9 – VACATIONS, and ARTICLE 10 – HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

#### ARTICLE 9

#### VACATIONS[[2]](#footnote-2)

**Section l.** The vacation year shall be the period from the first full pay period in January through the last full pay period inclusive of December 31st of the same calendar year.

#### Section 2.

1. Vacation leave with pay shall be credited to full-time employees employed by the MassDOT at the end of each pay period as follows:

|  |  |  |
| --- | --- | --- |
| **Total Years of Service** | **Scheduled**  **Hours Biweekly** | **Accrued Credit Biweekly** |
| Less than 4.5 | 80.00 | 3.07696 hours |
|  | 75.00 | 2.88465 hours |
| 4.5 years but less than 9.5 | 80.00 | 4.61544 hours |
|  | 75.00 | 4.326975 hours |
| 9.5 years but less than 19.5 | 80.00 | 6.15392 hours |
|  | 75.00 | 5.7693 hours |
| 19.5 years or more | 80.00 | 7.692232 hours |
|  | 75.0 | 7.21153 hours |

1. For determining vacation status under this Article, total years of service shall be used. All service beginning on the first working day MassDOT, and all service shall be included in “total years of service,” provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article. Employees who were transferred to MassDOT effective November 1, 2009 shall have all continuous service in the transferer agency or authority included in total years of service. Employees who service commences during the middle of a mid bi-weekly pay period shall have vacation credits prorated accordingly.

**Section 3.** A full-time employee on leave without pay and/or absent without pay during the pay period shall earn vacation leave credits based on the hours paid within the bi-weekly pay period.

**Section 4.** Employees will be credited with the next higher level accrual status during the pay period that includes July 1 of the fiscal year in which the employee reaches the higher accrual status.

**Section 5.** A regular part-time employee shall accumulate vacation leave in the same proportion that his/her part-time service bears to full-time service.

**Section 6.** A regular part-time employee on leave without pay and/or absent without pay during the pay period shall earn vacation leave credits based on the hours paid within the bi-weekly pay period.

**Section 7.** An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

**Section 8.** The Employer shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference, subject to the operational needs of the Employer, shall be given to employees on the basis of years of employment with MassDOT.

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

All vacation time must be approved in advance by the employee’s supervisor. Except in the case of emergency, employees must submit the request at least 48 hours before the use of the vacation day(s).

Each employee who does not have access to Self Service Time and Attendance shall receive annually, on or before October 1, as of September 1, a preliminary statement of the available vacation credits from the local office.

The parties recognize the need to ensure the granting of personal leave, vacation, holiday and compensatory time when it is requested and as it becomes available. Towards this end the department heads and union representatives at each work location shall work out procedures for implementing this policy of granting time off.

**Section 9.** Absences on account of sickness in excess of the authorized sick leave provided in the Agreement may be charged to vacation leave upon request of the employee and subsequent approval by the Employer, which will not be unreasonably withheld, except that no employee who is off the payroll without authorization within six months of the absence shall be permitted to charge an absence to illness as vacation time.

**Section 10.** Employee's vacation leave balances shall be charged on an hour-for-hour basis; e.g., one (1) hour charged for one (1) hour used. Charges to vacation leave may be allowed in units of not less than fifteen (15) minute increments.

**Section 11.** Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made therefor.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the Director of Human Resources authorizes the payment of such compensation in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system, and

Second: If there be no such designated beneficiary, to the estate of the deceased.

**Section 12.** Employees who are reinstated or who are reemployed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 2 of this Article. No credit for previous service may be allowed where reinstatement occurs after an absence of three (3) years unless approval of the Chief Human Resources Officer is secured for any of the following reasons:

1. Illness of the employee.
2. Dismissal through no fault or delinquency attributable solely to the employee.
3. Injury while in the service of the Commonwealth in line of his/her duties and for which the employee would be entitled to receive Workers' Compensation benefits.

**Section 13.** Vacation credits shall accrue to an employee while on a leave with pay status or on industrial accident leave.

**Section 14.** Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

**Section 15.** If an employee is on industrial accident leave and has available vacation credits which have not been used, and who, because of the provision of Section 8 of this Article would lose such vacation credits, the Employer of such employee shall convert such vacation credits to sick leave credits in the new calendar year beginning with the first full pay period in January.

**Section 16.** For the purposes of ARTICLE 8 - LEAVE, ARTICLE 9 - VACATIONS, and ARTICLE 10 - HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8.0) hour workday shall mean seven and one-half (7.5) or eight (8.0) hours, whichever is appropriate, and for the purpose of ARTICLE 9 - VACATIONS, the term "week" with respect to such employees shall mean thirty­ seven a d one-half (37.5) or forty (40) hours, whichever is appropriate. For the purposes of ARTICLE 8-LEAVE, ARTICLE 9 - VACATIONS, and ARTICLE 10 ­ HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

#### ARTICLE 10

#### HOLIDAYS

**Section 1.**

The following days shall be holidays for employees:

New Year's Day

Martin Luther King Day Presidents Day

Patriot's Day Memorial Day

Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day

**Section 2.** All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the Employer.

**Section 3.** When a holiday occurs on the regular scheduled workday of a full-time employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

**Section 4.** When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay within sixty (60) days following the holiday to be taken at a time approved by the agency head.

**Section 5.** Effective January 1, 2008 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) 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.

#### Section 6.

1. A part-time employee shall earn pay for a holiday or compensatory time in the same proportion that his/her part-time service bears to full-time service.
2. A part-time employee who is scheduled but not required to work on a holiday, who receives less holiday credit than the number of hours he/she is regularly scheduled to

work, may use other available leave time, or upon the request of the employee and approval by the Appointing Authority, subject to operational needs, may make up the difference in hours that same workweek. The scheduling of these hours will be at a time requested by the employee and approved by the Appointing Authority, subject to operational needs.

#### Section 7.

1. An employee who is on leave without pay or absent without pay for that part of his/her scheduled workday immediately preceding or immediately following a holiday that occurs on a regularly scheduled workday for which the employee is not required to work shall not receive holiday pay for that holiday.
2. The above procedure may be waived by the Employer if an employee is tardy due to severe weather conditions or if an employee is tardy for not more than two (2) hours due to events beyond the control of the employee. Denial of said waiver by the Employer may be appealed up to Step III of the grievance procedure if the Union feels that said denial was arbitrary or capricious.

**Section 8.** An employee who is granted sick leave for a holiday or part of a holiday on which she/he is scheduled to work shall not receive holiday pay or a compensatory day off for that portion of the holiday not worked.

**Section 9.** Employees of the Commonwealth rendering service on New Year's Day, Thanksgiving Day or Christmas Day shall receive a holiday differential of fifty cents ($0.50) for each hour worked.

Effective July 9, 2006, employees of the Commonwealth rendering service on New Years Day, Independence Day, Labor Day, Thanksgiving Day, and/or Christmas Day, shall receive a holiday differential of one dollar and 25 cents ($1.25) for each hour worked.

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

#### ARTICLE 11

#### EMPLOYEE EXPENSES

**Section 1.**

1. Effective September 12, 2005, when an employee is authorized to use his/her personal Vehicle for travel related to his/her employment he/she shall be reimbursed at the rate of forty cents ($0.40) per mile.

Effective September 12, 2005, employees will be reimbursed for reasonable associated costs for parking and tolls for authorized travel.

1. An employee who travels from his/her home to an assigned temporary work location rather than to his/her regularly assigned office, shall be reimbursed mileage only for the distance that is in excess of the distance between the employee’s home and his/her regular work location, if any, using the most direct route to each location.
2. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the Director of Human Resources, an employee's home may be designated as his/her regular office by his/her, department head for the purposes of allowed transportation expenses in cases where the employee has no regular office or other regular work location.
3. There shall be established a Union-Management Committee consisting of three

(3) Union and three (3) Management appointees who shall review current procedures for reimbursing employees for personal property damaged in accordance with the provisions of Chapter 30, Section 9C of the General Laws. The committee shall, within nine (9) months of its initial meeting, establish a statewide procedure for addressing such personal property damage.

#### Section 2.

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

|  |  |  |
| --- | --- | --- |
| Meal | Maximum Allowance | Applicable Period |
| Breakfast | $2.50 | 3:01 a.m. to 9:00 a.m. |
| Lunch | $4.00 | 9:01 a.m. to 3:00 p.m. |
| Supper | $7.00 | 3:01 p.m. to 9:00 p.m. |

1. On the first day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment commences after six (6:00) a.m., for lunch if such assignment ends before noon or for supper if such assignment ends before ten (10:00) p.m.
2. On the last day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment ends before six (6:00) a.m., for lunch if such an assignment ends before noon or for supper if such assignment ends before six (6:00) p.m.
3. For travel of less than twenty-four (24) hours commencing two (2) hours or more before compensated time, employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four (24) hours ending two (2) hours or more after compensated time, employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty- four (24) hours.

**Section 3.** Employees who work three (3) or more consecutive hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more consecutive hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

|  |  |  |
| --- | --- | --- |
| Breakfast | 3:01 a.m. to 9:00 a.m. | $2.75 |
| Lunch | 9:01 a.m. to 3:00 p.m. | $3.75 |
| Dinner | 3:01 p.m. to 9:00 p.m. | $5.75 |
| Midnight Snack | 9:01 p.m. to 3:00 a.m. | $2.75 |

**Section 4.** Those employees who are on full travel status for the purpose of exercising care and custody of patients, clients or prisoners shall receive payment of $15.00 for each such twenty-four hour period. After completion of one or more such consecutive twenty-four hour periods, if such an employee continues on full travel status for at least an additional six hours but less than an additional twenty-four hours, that employee shall be entitled to receive the payment of $15.00 for such final period of full travel status.

**Section 5.** The parties agree to establish a labor/management committee to review the current procedures and practices for reimbursing employees for costs incurred during client outings/trips.

**Section 6.** The Employer will make reasonable efforts to reimburse employees as soon as administratively possible provided that request for reimbursement are submitted not more than 60 days after the expense is incurred. If the request is submitted after 60 days, the reimbursement may be delayed.

#### ARTICLE 12

#### SALARY RATES

**Section 1.** The following shall apply to full-time employees:

* + 1. Effective the first full pay period in July 2017, employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall a 1% increase in salary rate.
  1. If FY 2018 tax revenue equal or exceed $27.072 billion, then, effective the first full pay period in July 2017, employees shall receive an additional increase of “up to” one percent (1%) in salary rate.

The terms, “state tax revenues,” “budgeted revenues,” and “budgetary funds” shall have the meanings assigned to those terms in M.G.L., Ch. 29, Sec. 1.

For purposes of this section, “tax revenues” shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth’s Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.

* + 1. Effective the first full pay period of July 2018, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.
    2. Effective the first full pay period of July 2019, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.
    3. The salary rates shall be adjusted to reflect the above adjustments.

**Section 2.** Employees who receive or who have received a “Below” rating on their annual EPRS evaluation shall not be eligible to receive the bonus or salary increases provided in Section 1 of this Article nor any step increases. Employees who receive or who have received a “Below” rating will have their performance reviewed on a monthly basis in accordance with Article 24A and Supplemental Agreement D of this Agreement and will become eligible for the bonus, salary and/or step increase previously denied effective upon the date of receiving a “Meets” or “Exceeds” rating.

**Section 3.** The salary rate for employees hired, reinstated or reemployed on or after July 1, 1990 shall be Step 1 for the job group of his/her position except in cases where a new employee is hired by a Department/Agency at a salary rate approved by the Chief Human Resources Officer above Step 1.

#### Section 4.

1. Under the terms of this Agreement, an employee shall advance to the next higher salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her Appointing Authority. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date.
2. In the event an employee is denied a step rate increase by his/her Appointing Authority, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

**Section 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:

1. For employees who are below 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. 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 three one hundredths (1.03); 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.

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 three one- hundredths (1.03); 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.

#### Section 7.

* + 1. The salary rates of full time employees are set forth in Appendi**x** A-1 of this Agreement, which are attached hereto and are hereby made a part of this Agreement.
    2. The salary rates set forth in said appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.
    3. Employees shall be compensated on the basis of the salary rate for their official job classification.

**Section 8.** A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

#### Section 9.

1. 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.
2. 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.
3. 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 months.

**Section 10.** All employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

Salary payments for all employees covered by the terms and conditions of this Collective Bargaining Agreement shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

**Section 11.** When the Employer determines that any employee has been overpaid, it shall notify the employee and the Union and shall recover such overpayment over the same period of time in which the employee was overpaid unless the employer and the employee agree to another arrangement. A repayment schedule requested by the employee shall not be unreasonably denied. As a condition of any repayment agreement an employee will be required to execute a wage withholding agreement that allows the Employer to withhold any unpaid sums from the employee’s final paycheck or any amounts due the employee at the time of separation for unused vacation, compensatory or vacation time. The union shall be proved the opportunity to assist the employee with any such agreement.

**Section 12.** Effective July 8, 2007, a classification pool of $1,140,000.00 shall be established to address classification-related matters and shall be administered by mutual consent of the parties.

#### ARTICLE 13

**GROUP HEALTH INSURANCE CONTRIBUTIONS**

**Section 1.** The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of coverage that is provided for him/her and his/her dependents under the Plan.

**Section 2.** The Commonwealth agrees that any costs incurred by employees covered by the memorandum of agreement signed by the parties on March 4, 2010 as a result of co-pay and deductible

increases approved by the Group Insurance Commission on November 20, 2009, or any subsequent such increases approved by the Group Insurance Commission in Fiscal Years 2010 and 2011, shall be reimbursed by the Commonwealth. The Commonwealth further agrees that it will neither seek nor support an increase in the group insurance premium percentage contribution rate for employees covered by this memorandum of agreement. This commitment shall endure for Fiscal Year 2010 and Fiscal Year 2011.

#### ARTICLE 13A

#### HEALTH AND WELFARE

**Section 1. Creation of Trust Agreement**

The Commonwealth of Massachusetts and Alliance/AFSCME-SEIU have established a Health and Welfare Fund under an Agreement and Declaration of Trust dated \_\_\_. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") which provides certain health and welfare benefits to employees of the Commonwealth and their dependents. MassDOT and the Union agree that to the extent permitted by the Trust, bargaining unit employees shall be provided benefits under the Trust.

The parties agree that the Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of the Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

The Employer shall not be required to maintain the existing level of dental insurance benefits and pay schedule provided to any former employee of the Massachusetts Turnpike Authority or Massachusetts Port Authority pursuant to the Master Labor Integration Agreement who leaves the bargaining unit to which they were assigned as of November 1, 2009.

#### Section 2. Funding

1. Effective January 12, 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent fifteen dollars ($15.50) per calendar week.

Effective June 15, 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of $16 per calendar week.

1. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to (1) provide health and welfare benefits**;** (2) develop an Employee Wellness Program; and, (3) to pay the operating and administrative expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

#### Section 3. Non-Grievable

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining Agreement between the Employer and the Union.

#### Section 4. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged hereby with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated under Section 2 above.

#### ARTICLE 13B

#### TUITION REMISSION

Full-time employees shall be eligible for tuition remission as follows: (For the UMass system, “tuition remission” is defined as the “student tuition credit”).

1. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College or State University excluding the

M. D. Program at the University of Massachusetts Medical School and J.D. Program at the University of Massachusetts Law School, full tuition remission shall apply;

1. For enrollment in any non-state supported course or program offered through continuing education at any Community College, State College or State University, excluding the M.

D. Program at the University of Massachusetts Medical School and J.D. Program at the University of Massachusetts Law School, fifty percent (50%) tuition remission shall apply;

1. Remission benefit is subject to space available and usual and ordinary admission policies. It is also subject to the approval of the Board of Higher Education and the policies and procedures of same.
2. A committee shall be established to evaluate the experience of this program and to consider possible extension of the program and to make recommendations concerning both.
3. Effective July 1, 1997, spouses of full time employees shall be eligible for the remission benefits contained in this Article and subject to the other provisions of this Article. It is understood that any program of spousal eligibility developed by the Board of Higher Education in conjunction with the Employer (HRD) require the subordination of spousal eligibility rights to those remission benefit rights extended to full time state employees in different bargaining units as well as full time employees covered by the provisions of this Agreement.

#### ARTICLE 13C

#### DEPENDENT CARE

The Employer shall continue the voluntary Dependent Care Assistance Plan (DCAP), which complies with the requirement for federal tax deductibility.

#### ARTICLE 14

**SENIORITY, TRANSFERS, PROMOTIONS, REASSIGNMENTS,**

**FILLING OF VACANCIES, AND NEW POSITIONS**

**Section 1.** A promotion shall mean an advancement to a position within a higher salary grade within the jurisdiction of Employer or an appointment to another title, which is not to a higher salary grade, but where substantially dissimilar requirements prevent a transfer under Section 4.

This Article is applicable to all promotions except those reasonably anticipated to be for less than one year and its application in all cases is restricted to employees who possess the educational, training, and/or experience requirements established by the Chief Human Resources Officer for appointment to the relevant position. This Article shall apply when promoting full-time employees to positions other than positions to be filled by appointment from a civil service eligible list. Where the Union files a grievance over the non-selection of an employee(s), the Union shall be limited to advancing to arbitration the grievance of one (1) non­ selected employee per vacancy or class action. The Union shall identify such grievant in writing at the time of filing its demand for arbitration. The Arbitrator shall not have the authority to select the successful candidate for the position but shall be limited to an order re-posting the position and re-considering candidates from the original pool of applicants, except if the Employer re-selects the original successful candidate following an order to repost the position and the arbitrator finds a new violation of Article 14. If a redetermination of the selection process is ordered, it shall be limited to the original pool of applicants.

In the event that a Civil Service examination for a position has been administered but scores have not been announced, the Employer shall initially restrict eligibility for application for promotion to such position to those employees who have taken the examination. In the event that Civil Service has published an eligible list of those who passed a Civil Service examination for a position but has not certified said list, the Employer shall initially restrict eligibility for application for promotion to such position to those who passed said examination.

All vacancies, excluding those reasonably anticipated to be for less than one year, shall be posted but will not limit the Employer from hiring from outside the Division. The Division may receive applications from persons outside the Division and consider such applications in conjunction with applications from employees within the Division for any vacancy posted under the provisions of this Article. Initial consideration may be limited to those applicants who meet the minimum entrance requirements and any preferred qualifications. The employer may establish a screening procedure to determine who among those who meet the minimum entrance requirements will be interviewed for the position provided that it shall be based on objective and job related factors.

In the event a person is hired from outside the Division, such action shall be subject to the grievance procedure through Step II as provided by Article 23A of the Agreement if the Union alleges such employee does not meet the minimum requirements for the vacancy as determined by the Chief Human Resources Officer. Both parties agree to submit the issue of hiring from the outside to a study committee. Such committee will, during the life of this Agreement, address the problems inherent in such hiring and will recommend possible solutions.

#### Section 2.

1. For positions in job grades 2 through 10, the Employer will select the employee who is qualified to perform the work with the longest length of service in the work unit containing the vacancy. The Employer will make the selection from the appropriate applicants as set forth in Paragraph C of this section on the basis of ability to do the job and seniority within the appropriate work unit(s).
2. The following procedure shall apply to promotions made pursuant to this Article for positions in job grades 11 and above which have not been excluded from this procedure under the provisions of Paragraph E of this Section.

The following factors will be used by the Employer in determining his/her selection for a given vacancy:

* 1. Ability to do the job.
     1. Licenses or Registration - in positions where licenses or registration is required in the job specification or by a state-approving agency, applicant must possess adequate license or certificate of adequate registration on the date application is made.
  2. Work history
  3. Experience in related work
  4. Education and training directly related to the duties of the vacant position.

In the event that two or more applicants are considered approximately equal in accordance with the foregoing factors, then length of service within the Division shall be the deciding factor.

1. Unsuccessful applicants for posted vacancies shall be provided the reason(s) for non-selection in accordance with the criteria contained in Sections 2A and 2B of this Article. Such notice shall be given at the time the vacancy is filled. Employees who receive such notice shall, at their option, be provided with the opportunity to discuss their non-selection with the appropriate hiring authority, or Human Resources Director. The fact that said discussion took place, and the statements made during that discussion, shall not be used in any way in connection with any grievance regarding the employee’s non-selection, but the underlying issues of the non- selection grievance may be presented during the grievance process.
2. The titles specified in Appendix D of this Agreement are excluded from the promotion procedure set forth in this Article. The Employer shall provide to the Union as soon as compiled a list of the titles in those departments/agencies not listed in Appendix D to be excluded from the provisions of this Article.

The Union may negotiate with the Employer over the job titles added to Appendix D that it believes should be subject to the provisions of this Article. If the parties are unable to agree as to whether a title(s) should be covered by this Article, the Union may submit its request for inclusion of specified title(s) directly to arbitration in accordance with Step IV of the grievance procedure. All titles in the Employer's list shall be excluded from the promotion procedure under this Article until such time as an arbitrator determines that such title(s) should be covered by the provisions of this Article. Any titles, which are not on a list of excluded titles, shall be covered by the provisions of this Article.

In the event that new titles are created by the Chief Human Resources Officer, which the Employer considers necessary to be excluded from the provisions of this Article, it shall so notify the Union. The Union may negotiate with the Employer over whether such new titles shall be subject to the provisions of this Article.

If the parties are unable to agree as to whether a new title(s) should be covered by this Article, the Union may submit its request for inclusion of specified title(s) to arbitration in accordance with the grievance procedure provided for in this Agreement. All new titles on the Employer's list shall be excluded from the promotion procedure under this Article until such time as an arbitrator determines that such titles should be covered by the provisions of this Article. Any titles, which are not on a list of excluded titles, shall be covered by the provisions of this Article.

In deciding whether or not additional titles should be added to the list of titles in Appendix D, the arbitrator shall base his decision on whether or not the nature and character of the new titles is consistent with the nature and character of the titles already listed in Appendix D and on other appropriate factors.

#### Section 3.

1. Positions to be filled under the provisions of this Article shall be posted throughout the appropriate work unit(s) for ten (10) calendar days. Postings may be made by electronic means in any work unit(s) where employees have access to email. The Employer may reasonably determine the positions in which employees must be employed and/or the requisite experience the employees must possess in order to be eligible to apply for a given promotion. The job posting shall include the job title, the current specific duties and qualifications in accordance with official job specifications, license and registration, salary grade, area of position, schedule of shift hours and days off.
2. An employee promoted in accordance with this Article whose performance is unsatisfactory may be returned to his/her previous job title under the jurisdiction of the Employer. If an employee's performance is determined to be unsatisfactory at any time during the six month probationary periods, such determination shall not be subject to the grievance procedure.
3. If the employee so requests within two (2) weeks prior to the mid-point of the above designated probationary periods, his/her supervisor shall meet with the employee and a union representative to discuss the employee's performance in the position.
4. At any time prior to the mid-point of the above-designated probationary periods, an employee may request to return to his/her former job title under the jurisdiction of the Employer and such request will be granted.
5. In the event an employee is returned to his/her former job title, the employee displaced by such return shall be returned to his/her former job title. Where more than one position in the back filled job title was filled pursuant to this Article, the employee last selected shall be the one displaced.
6. If an employee is returned to his/her former job title pursuant to the provisions of paragraph B of this Section, said employee will not be eligible for promotion pursuant to this Article for a period of nine (9) months.
7. Notwithstanding the above paragraphs, employees may return to their former job titles under these provisions provided there is a position available under the jurisdiction of the Employer. In the event a position is not available under the jurisdiction of the Employer said employee shall be covered by the layoff and recall Article of the Agreement.
8. All promotions made pursuant to this Article shall be temporary or provisional appointments at least until the completion of the probationary period. All vacancies resulting from an employee's promotion pursuant to this Article shall be filled temporarily or provisionally at least until the promoted employee has completed his/her probationary period.
9. Notwithstanding the above paragraphs, employees may, upon request, be granted a demotion under the provisions of this Article provided there is a position available within the Division.

K. No provision of the salary plan shall be used to discourage internal promotions.

#### Section 4. Transfers and Reassignments

1. Transfers

1. For the purpose of this Section a transfer shall be defined as:

a. a change from one work unit or work facility to another work unit or work

facility in the same Division without any change in classification, or

b. a substantial change in duties without a change of work unit or facility as long as the requirements for appointment are not substantially different.

2. a. An employee seeking a transfer to a different work unit shall submit a written transfer

request to Human Resources Department or designee prior to posting.

3. a. Selection between employees seeking a transfer other than a substantial change in

duties shall be made on the basis of seniority from among those employees considered by the Employer to be able to adequately perform the duties of the position.

b. An employee seeking a transfer involving a substantial change in duties

shall submit a written transfer request to the Human Resources Department or designee and selection shall be made on the basis of seniority from among those employees considered by the Employer to be qualified to perform the duties of the position.

4. Requests for transfers shall be kept on file and shall be considered and, where appropriate, implemented by the Employer prior to the filling of any vacancy.

1. Reassignment
   1. For the purpose of this section a reassignment shall be defined as a change involving different days off, shift or work location, but without a substantial change in duties and without any change in work unit or classification.
   2. An employee seeking a reassignment shall submit a written request to the Humans Resources Department.
   3. Selection between employees seeking a reassignment shall be made on the basis of seniority among those considered by the Employer to be able to adequately perform the duties of the position.
2. Procedures
   1. Written request for transfer/reassignment shall remain active and on file for a period of twelve (12) consecutive months from the date of submission by the employee seeking the transfer/reassignment. Transfer/reassignment requests not approved within this period must be resubmitted by the employee in order to remain active for consideration.
   2. Nothing in this Section shall be interpreted to preclude an employee from requesting and/the Employer from granting any transfer/reassignment not referred to in this Section.
   3. Except in extraordinary situations, new employees shall have no transfer rights until the completion of their probationary period.
   4. Employees who are granted a voluntary transfer shall work in the position into which they have transferred for twelve (12) months before another voluntary transfer request may be granted.
   5. Notwithstanding the above sentence, the Employer may, at its sole discretion, grant an employee another voluntary transfer within the aforementioned twelve

(12) month period.

1. Transfers and Reassignments by the Employer

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 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. For purposes of this section, District 4 and District 5 shall be considered adjacent districts, except that no employee shall be involuntarily transferred more than 45 miles from their current work location.

In the event it becomes necessary for the Employer to involuntarily transfer or reassign an employee, the Employer will provide the employee at least ten (10) working days prior written notice, except in cases of emergencies involving the protection of the property of the Commonwealth or MassDOT. In emergency situations management shall, at the Union's request, provide the reason(s) for the transfer/reassignment. However, a declaration of said emergency shall not be used for the purpose of avoiding the payment of overtime. The Employer shall use the joint criteria of ability to do the job and inverse seniority in determining which of the potentially affected employees shall be transferred/reassigned.

1. Implementation
   1. For the purpose of this Section, seniority shall be defined as length of service in the Division. If seniority in the Division is equal, then length of state service will be used to determine the more senior employee.

**Section 5.** All employees covered by this Agreement whose employment in a particular area, facility or Division is being phased out and who are being transferred or reassigned to another facility or area covered by the provisions of this Agreement or any amendments thereto, shall bring to that area or facility all seniority rights they hold at the time of said transfer or reassignment.

#### ARTICLE 15

#### CONTRACTING OUT

**Section 1.** There shall be a Special Labor Management Committee to advise the Secretary of A & F on contracting out of personnel services. The Committee shall consist of four (4) persons designated by the Chairman of the Alliance and four (4) persons designated by the Chief Human Resources Officer.

Said Committee shall develop and recommend to the Secretary of A & F procedures and criteria governing the purchase of contracted services by the Commonwealth where such services are of a type traditionally performed by bargaining unit employees.

**Section 2.** In the event that the Principal(s) of the Alliance who represent(s) the affected employees, desire(s) to discuss the purchase of services which are of the type currently being provided by employees within a Department/Agency covered by this Agreement, that Principal(s) shall request in writing a meeting of the Special Labor Management Committee established in Section 1. The Committee shall examine both the cost effectiveness of such contracts and their impact on the career development of Alliance members. In the event that the parties fail to reach an agreement in the Committee, the parties agree to submit the matter to an expedited fact-finding process.

**Section 3.** When a Department/Agency contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the Employer and the Union shall discuss the availability of similar positions within the Department/Agency for which

the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

**Section 4.** In the case of 03 contracts with individuals, the Committee shall review them to determine whether the work to be performed is long term in nature, and whether it should more appropriately be performed by regular employees provided nothing in this Article shall limit the authority of the Secretary of A & F to promulgate rules and regulations covering contracting out of services pursuant to Chapter 29, Section 29A.

**Section 5.** The Employer shall notify employees in writing at their time of hire, on a form agreed-to by the parties, that they may request credit for prior service as a personal service contractor (03) or vendor employee (07). Employees shall have one (1) year from the date of notification to file a request for such credit. If the employee fails to file a request within the allotted one (1) year, he/she shall only be eligible to receive creditable service on a prospective basis.

#### ARTICLE 16

#### OUT OF TITLE WORK

**Section 1. Work in a Lower Classification**

While an employee is performing the duties of a position classified in a grade lower than that in which the employee performs his/her regular duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.

#### Section 2. Work in a Higher Classification

Any employee who is assigned by his/her Department Head or designee to a vacant position in a higher grade for a period of more than thirty (30) consecutive days shall receive the salary rate for the higher position from the first day of the appointment, provided has the prior approval in writing of the Department Head. Written approval must be proved on the Form that is attached as Appendix B.

#### Section 3. Overtime Compensation

1. An employee who has been assigned to work in a higher classification shall have any overtime payments calculated on the step of the grade of the higher classification to which he/she has been assigned and upon which his/her regular weekly "out of title" salary is based.
2. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation**.**

#### ARTICLE l7

#### CLASSIFICATION AND RE-CLASSIFICATION

**Section 1. Class Specifications**

The Human Resources Division shall determine:

1. job titles;
2. relationship of one classification to the others; and
3. job specifications.

The Employer shall provide the Union with a copy of the class specification of each title covered by the Agreement for which such a specification exists.

#### Section 2. Employee Access

Each employee in the bargaining unit shall be permitted by the Employer to have access to examine his/her class specification.

#### Section 3. Individual Appeal of Classification

Individual employees shall continue to have the same right to appeal the propriety of the classification of his/her position through the Chief Human Resources Officer or the Civil Service System which the individual employee enjoyed on June 30, 1976, and such appeal may not be the subject of a grievance or arbitration under Article 23A herein.

**Section 4.** There shall be a Labor/Management committee established to investigate instances of misclassification.

The committee shall consist of two persons from the Human Resources Division and up to two persons from the Union.

**Section 5**. Where the Union believes that a job specification or the name of a job title is either inaccurate or inappropriate, it may present information regarding such inaccuracies or inappropriateness to the Human Resources Division for review and adjustments as needed to the job specification and/or job title.

#### ARTICLE 17A

#### CLASSIFICATION/COMPENSATION REVIEW

**Section 1. Purpose**

This Article is intended to provide a process for reviewing job classifications when it is alleged that those classifications may require modification. The Chairman of the Alliance shall submit requests for said reviews as provided in Section 2 of this Article.

#### Section 2. Classification Review Committee

There shall be established a Classification Review Labor-Management Committee. The purpose of the Committee shall be to review requests as submitted to the Chief Human Resources Officer as indicated in Section 1 above. The Committee shall be comprised of three (3) representatives designated by the Human Resources Division (HRD) and three (3) representatives designated by the Chairman of the Alliance. There shall also be a representative of the Classification Division of HRD assigned to the Committee, who shall function as a resource 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.

#### Section 3. Procedure

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 in Section 2 above. Such information may include, but need not be limited to: the relationship of one Commonwealth classification to other Commonwealth classifications; a comparison of the subject classification with the same or similar classifications in other industrialized states; and/or a comparison of the subject classification with the same or similar classifications in Massachusetts jurisdictions other than the State.

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 classification reviewed. Said recommendation may be forwarded to the Personnel Administrator for his/her consideration.

#### Section 4. Implementation of the Classification Review Committee Findings

In the event the Chief Human Resources Officer concurs with the recommendation from the Committee, and in the event such recommendation shall result in the need for a funding request to implement the recommendation, the Chief Human Resources Officer may pursue options for funding at the time of issuance of said concurrence, or defer discussion on funding to negotiations for a successor collective bargaining agreement, at the sole discretion of the Chief Human Resources Officer.

If the recommendation of the Committee is denied by the Chief Human Resources Officer, the Committee shall be informed of the reasons for the Chief Human Resources Officer’s 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 Chief Human Resources Officer for reconsideration, provided that no such resubmission shall be made more than once per year.

The determination of the Chief Human Resources Officer shall be final. The provisions of this Article shall not be subject to the grievance procedure.

**Section 5.** The Employer and the Union agree that the procedure provided in this Article shall be the sole procedure for class reallocation for all classes covered by this Agreement. No other class reallocations shall be granted under any other provisions of this Agreement.

**Section 6.** The parties acknowledge that the classification plan covering titles in Unit 2 addresses the issue of pay equity/comparable worth. The class reallocation process contained in this Article shall be the exclusive procedure for addressing any additional pay equity/comparable worth concerns about titles within the bargaining unit covered by this Agreement.

#### ARTICLE 18

**LAYOFF - RECALL PROCEDURE**

#### Section 1. Applicability

The provisions of this Article shall apply only to non-civil service employees and shall not apply to the separation from a position by reason of the certification of a civil service list by the Personnel Administrator.

#### Section 2. Definitions

As used in this Article seniority shall mean service rendered in the Division. 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 or 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 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 Massachuaet1s 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, Merit Rating Board 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.

In computing seniority as defined in this Article any break in service or any time off the payroll in excess of thirty (30) days shall be excluded from the total seniority except approved FMLA leave, military leave and any paid leave.

#### Section 3. Layoff Notice to Union/Notice to Employee

In the event that Management becomes aware of an impending reduction in workforce, it will make every effort to notify the Union at least ten (10) calendar days prior to the layoff. Management will notify the affected employees in writing not less than five (5) working days in advance of the layoff date. The notice to employees shall contain a restatement of Section 4 below. Whenever practicable, affected employees will have four (4) working days to exercise their bumping rights, but in no event less than two (2) working days to exercise said rights. Management will provide the Union with updated seniority lists, which may impact specific titles due to the layoff, as soon as possible but not later than ten (10) days prior to the layoff.

#### Section 4. Displacement-Bumping Procedure

1. In the event there is a reduction in work force within Division, which will result in bumping, and layoff, the Employer will consider a Voluntary Layoff Incentive program for affected employees.
2. Employees whose position(s) are being eliminated shall have the right to exercise their bumping rights by accepting a transfer to a position in the same title for which the employee is determined qualified by the Employer. Employees choosing to transfer in accordance with this provision may transfer:
   1. into the position of the least senior employee in their facility; or
   2. into the position of the least senior employee in their region/area if such least senior employee is less senior than the least senior employee in the facility; or
   3. into the position of the least senior employee in any region/area if such employee is less senior than the least senior employee in the region/area in which the reduction occurred.
3. 1. Employees whose positions are being eliminated may elect to bump to a lower title in the bargaining unit for which the employee is qualified in the “facility” in which the employee presently works to the position of the least senior employee in the title, provided that there are person(s) with less seniority who are in the lower title.

If there is no one with less seniority in the lower title in the “facility”, then the employee whose position is being eliminated may elect to bump to a lower title in the bargaining unit for which the employee is qualified in the “region/area” in which the employee presently works to the position of the least senior employee in title, provided there are person(s) with less seniority who are in the lower title(s).

Notwithstanding the above, an employee may bump to a lower position title regardless of job grade if he/she has previously occupied said position, provided that there is a person(s) with less seniority in the title and provided that the employee satisfactorily performed the duties of the position during his/her tenure in the position. It is incumbent upon the employee to notify the Employer that he/she believes that they are entitled to consideration under this paragraph, and such notice must be made during the

bump selection time period specified above. In such a circumstance, the bump shall be to the position of the least senior employee in the affected job title.

1. For the purpose of this Article the area/region/facility shall be defined by the Division Head. For the purpose of this Article all vacant, fillable positions shall be considered the least senior positions for displacement of employees.
2. In the event that the position of the least senior employee is a part-time position, the full- time employee whose position has to be eliminated, as referenced in Section B, may elect to:
   1. Accept the part-time hours; or
   2. Accept transfer to the position of the least senior full-time employee; or
   3. Be laid off.
3. The least senior full-time employee who is displaced as a result of the operation of Section E.2 above may: 1) Accept transfer to the position of the least senior part-time employee in the same title provided the part-time employee is less senior; or be 2) be laid off; or 3) exercise bumping rights.
4. A part-time employee whose position is eliminated may accept transfer to the position of the least senior employee in the same area/region, or to any area/region statewide. The part-time employee unwilling or unable to accept the hours of the position of the least senior employee shall be laid-off.
5. In all instances of displacements as specified in sub-section E, F and G above, the employee must be determined qualified by the Employer to perform the duties of the displaced employee.
6. An employee deemed not qualified by the Employer to transfer in accordance with the provisions of this sub-section, shall have the right to appeal said determination to the Alternative Dispute Resolution (ADR) process established in Article 23A of this Agreement.
7. It is agreed that the provisions of this Article do not preclude an employee from requesting and the Employer from granting a voluntary layoff regardless of the employee's seniority in the Department. It is understood that this option of voluntary layoff shall include, but is not limited to, recall rights and payment for all accrued vacation time.

#### Section 5. Transfers to Vacant Positions

1. Within the Department/Agency: the employee who is to be laid off shall at the option of the Employer, have the opportunity to transfer laterally to a vacant fillable

position, in a title other than their own in the same job grade, within the jurisdiction of his/her present the Employer, for which he/she is determined to be qualified by the Employer.

1. Between Departments/Agencies : the employee who is to be laid off may file a request for transfer to any Division within MassDOT. Upon approval of that Division Administrator, such employee may be appointed to any vacancy in the bargaining unit in the same grade and title or any similar title for which he/she may meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid off. MassDOT seniority shall be the determining factor in the event one or more such employees are seeking the same position in another Division. It is understood that the term Division does not include the Massachusetts Bay Transit Authority. This provision shall not be subject to the grievance arbitration provision of this Agreement.

#### Section 6. Recall

1. The Department/Agency shall maintain an area/regional recall roster from which laid off employees will be recalled, to the title from which they were laid off or bumped, in accordance with their seniority and in accordance with their qualifications to perform the work.
2. Effective July 1, 2012, an employee laid-off shall remain on the recall list for two (2) years, except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time.

The Department shall deliver written forms to persons on the recall roster asking each to indicate to which facility, area or region they would be willing to accept re-employment. As vacancies occur in particular facilities, areas or regions the department/agency shall, in accordance with sub-section A of this Section, offer the position(s) to the employee on the recall roster who is determined qualified by the Employer to perform the work, and has indicated in writing that he/she would accept employment at that location, or who is on a statewide recall roster.

Failure to provide a geographical preference, as referenced above, within seven (7) calendar days of receipt of the geographical preference form, will result in the employee’s name being placed on a statewide recall roster.

1. The Union acknowledges that the Department/Agency will not be liable for failure in the administration of the recall roster due to employee error or omission.
2. Notwithstanding the above, a laid off employee who fails to respond in writing to a notice of recall within seven (7) calendar days of the receipt of such offer or who upon acceptance of the recall offer fails to report to work on the appointed date, shall forfeit any further recall rights. Employees who are laid off shall be informed that it is their responsibility to notify the Employer of any change of address.
3. Notices of recall sent by the Employer to a laid off employee and the employee's notice of acceptance, or rejection of said recall shall be sent by certified mail, return receipt requested.

#### Section 7.

1. The parties may, by agreement in writing, alter the implementation of this Article to meet the varying needs of the particular Departments/Agencies.
2. Employees who are separated from employment as the result of the implementation of this Article and who are subsequently recalled to employment, shall for purposes of determining their salary upon recall under Article 12, be credited with their prior service and shall not upon recall be considered to be “hired, reinstated or re-employed” notwithstanding the provisions of Article 12 to the contrary.

#### ARTICLE 19

**TRAINING AND CAREER LADDERS**

#### Section 1. General

The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.

#### Section 2. Committee

1. Toward these ends, the Employer and the Union agree to establish a Statewide Training and Career Ladders Committee consisting of five (5) persons appointed by the Union and five (5) persons appointed by the Employer. Such committee shall function continuously throughout the life of this Agreement.
2. The Training and Career Ladders Committee shall meet at regular intervals but in no event less than once per month at times and places to be agreed upon by the Union and the Employer. The Committee shall be charged with the formulation of training and educational program proposals focusing on the development or improvement and evaluation of programs:
   1. to facilitate individual career development and equitable employment opportunity structures;
   2. which may be specifically related to or coordinated for each unit covered by this Contract; and
   3. which may involve the possible use of external educational resources as well as in-service personnel in meeting relevant employee and agency training needs.

Programs formulated under this Article shall be implemented during the second and third years of this Agreement.

The Training and Career Ladders Committee shall in addition consider the recommendation of appropriate mechanisms for eliciting and encouraging employee-initiated ideas for relevant training programs.

1. The Statewide Training and Career Ladders Committee shall be responsible for developing and coordinating training programs in department/agencies of the Commonwealth.

The Committee shall identify logical career ladders and determine:

1. the substance, kind and priority of training and/or retraining programs;
2. the location (i.e. on-site, regional, statewide) of such programs; and
3. the criteria for selection of applicants, including the weight to be given to seniority.
4. The Statewide Training and Career Ladders Committee shall seek to utilize the training/retraining programs pursuant to this Article.

#### Section 3. Union Access To Training

All training bulletins pertinent to this Article shall be sent to the Statewide Training and Career Ladders Committee and shall be posted by the Employer in appropriate work locations.

#### Section 4. Training Programs for Non-Civil Service and Civil Service Status Employees

Training programs which may be recommended and initiated for job titles, classes, functions and so on which include personnel in both Civil-Service and non-Civil Service status shall be available to all such qualified personnel regardless of Civil-Service or non-Civil Service status.

#### Section 5. Currently Available Educational Opportunities

Nothing in this Article shall be interpreted to suggest that the Training and Career Ladders Committee may not recommend the continuation or improvement of training and educational opportunities currently available to employees of the Commonwealth.

#### Section 6. Departmental Training and Career Ladders Committee

1. Within each Department/Agency there shall be established a Union/Management Training and Career Ladders Committee with the responsibility of reviewing existing training programs and career ladders in that Department/Agency and developing new training programs and career ladders recommendations for submission to the Statewide Training and Career Ladders Committee.
2. The Department Training and Career Ladders Committee may recommend to the Human Resources Division changes in job classifications/qualifications in order to broaden career ladders. Such recommendation or changes shall not be subject to the grievance procedure.

#### Section 7. Voluntary Attendance

Attendance at all courses/programs offered by the training and career ladders program shall be voluntary and in accordance with the training and career ladders policies.

#### Section 8. Job Enrichment

The Department/Agency shall utilize existing resources to assist employees who request career development guidance. The Department/Agency shall notify the Union of the individual(s) who will assume this career guidance responsibility.

#### Section 9. Job Orientation Training

Each agency shall make reasonable efforts to develop and have an orientation policy on file. The Union shall be notified of any changes in this policy.

**Section 10.** Effective July 8, 2007, the Employer shall establish a Fund in the amount of $195,000.00 to maintain the Statewide Training and Career Ladders Program and the Statewide Labor-Management Committee to be administered by mutual consent of the parties.

#### ARTICLE 19A

#### TECHNOLOGICAL CHANGE

**Section 1. Introduction**

1. The Commonwealth and the Union recognize that automation and technological change are fast becoming an integral part of work in many of the departments/agencies in the state. Both parties are aware of the enormous impact these changes will have and are having on employees and the way in which they perform work. The Employer and the Union are committed to making this transition to automation in as responsive a way as possible to both the human issues and the provision of services to the public.
2. The Employer will notify the Union at least ten (10) working days in advance of any proposed technological change, including the introduction of VDT's in the work place.
3. The Union recognizes that MassDOT's payroll and human resources information systems are provided by the Commonwealth through its Human Resources/Compensation Management system (HR/CMS). To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support MassDOT's implementation and accepts such changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g. the change from a weekly to bi­weekly payroll system). Upon request MassDOT and the Union will meet to discuss any issues of impact to the bargaining unit arising from the implementation of changes to HR/CMS.

#### Section 2. Joint Committee on Technological Change and Automation

To ensure that the introduction and implementation of technological changes in the workplace occur in the most effective manner, the departmental labor-management committee shall also discuss the following:

1. to review the impact of technological changes as soon as possible after the development of the implementation plan;
2. to identify and recommend for development specific training programs and/or procedures regarding use and operation of computer equipment;
3. to review specific problems as they arise; and
4. to review and discuss Health and Safety guidelines.

#### Section 3. Ergonomic Guidelines

1. The State guidelines on visual display terminals, CRT's and printers, originally issued in 1984 and periodically amended, shall be used as a reference for this Agreement, to be applied where practicable.
2. The Union will be notified in advance of any proposed changes in these guidelines.

#### Section 4. Health and Safety

1. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position, and be reassigned within two (2) weeks of notification, for the duration of the pregnancy. Such work assignment shall be determined by the Appointing Authority or her/his designee. This request must be made in writing to the Appointing Authority with verification from the employee's physician. While in such alternative assignments, the employee shall be paid at her regular rate of pay.
2. Employees who use VDT'S shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at her/his station, the employee shall be entitled to be away from the screen for a continuous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.

#### Section 5. Training

The Commonwealth and the Union recognize that the introduction of technological changes may require the need for employees to develop different skills. To ensure that employees are adequately prepared, the Employer is committed, whenever necessary, to provide training programs in the use of equipment.

#### Section 6. Grievances

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure set forth in Article 23A, but may not be the subject of arbitration.

#### ARTICLE 20

#### SAFETY AND HEALTH

**Section 1.**

1. The Employer agrees to provide a safe, clean, wholesome surrounding in all places of employment. At least once per week the Employer shall inspect the premises to maintain good housekeeping. The Employer shall inspect lighting, floors, ceilings and walls, stairs, roofs, ladders, seclusion rooms, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric fans, storage spaces, trunks, conveyor belts, containers, packing cases, machines, tools and any other physical property used in any place of employment. In work sites where employees use video display terminals, the Division of Occupational Hygiene shall inspect VDT equipment.
2. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with M.G.L. c. 111F (Right to Know Law).
3. Where credible evidence exists of a communicable disease, as determined by the appropriate state agency or department, (e.g. TB, measles, hepatitis B, etc.) the Employer shall make available to all employees coming into contact with the afflicted person(s) and/or environment with appropriate training, advice and safety supplies, such as latex (or latex-free) gloves and face masks. Employees who have reasonable cause to believe that they have contracted a communicable disease, as referenced above, shall be allowed to use sick leave in accordance with Article 8 of the Agreement to obtain inoculation, screening and/or testing. Employees who have no sick or other leave balances shall be permitted by the Appointing Authority to obtain on his/her scheduled hours inoculation, screening and/or testing at a DPH facility or the employee’s selected health care provider.

**Section 2.** In locations such as manholes where valves or other control devices may be located, the person in charge shall ascertain that no noxious or poisonous gases are present therein by appropriate approved safety monitoring devices before permitting any employee to enter the areas of concern for any reason. When such gases are present, no employee shall be permitted to enter the areas of concern until the situation is corrected. The use of harnesses or other protective devices must be used where any danger is present.

**Section 3.** Where it is necessary to make excavations for the purposes of repairing burst water mains, the Supervisor of the work location shall provide proper shoring to prevent cave-ins.

**Section 4**. If a tool, machine or piece of equipment is not available (e.g., arrow boards and/or safety cones) or is defective, worn out or dangerous to operate because of its condition, a repair or replacement work order in duplicate shall be submitted to the Supervisor who will not permit its use until authorized by his/her Department Head or his/her designee.

**Section 5.** Department Heads shall at all times be concerned with the safety and health of employees in their respective departments. No employee shall be required to use any tool, machinery or equipment unless said employee is adequately oriented, experienced or familiar with the use of such.

#### Section 6.

1. Each Department Head shall issue instructions to all supervisory personnel to carry out the provisions of this Article.
2. Department Heads shall ensure that employees required to use potentially hazardous tools, equipment, machinery, etc., shall be familiarized with, and/or instructed in, the safe operation of such equipment.
3. Department Heads shall make reasonable efforts to avoid making work assignments which expose inadequately equipped employees to the harmful effects of hazardous substances (e.g., asbestos, PCB's, arsenic, etc.).

**Section 7.** When an employee reports any condition which he/she believes to be injurious or potentially injurious to his/her health to the administrative head of a work location, the administrative head shall correct the situation if within his/her authority, or shall report said complaint to his/her supervisor for prompt action.

#### Section 8.

1. Whenever the temperature inside any work location is unusually hot or cold, the person in charge of such work location shall immediately contact the person responsible for the building to determine the cause and probable length of time necessary to correct the problem.
2. For employees in the Massachusetts Highway Department and the Metropolitan District Commission whose workweek consists of thirty-seven and one-half (37 1/2) hours or more, when the outside temperature drops to a low of ten (10) degrees Fahrenheit, or zero (0) degrees Fahrenheit with the wind chill factor, during such time the person in charge shall make reasonable efforts to rearrange assignments to protected areas to avoid unreasonable exposure to the extremes of weather, with the exception of emergency situations.
3. In all new places of employment, where the Union alleges that the air quality is inferior, the person in charge of the location will make reasonable efforts to have air quality checked. If the air quality is found to be sub-standard, the person in charge of the location shall make reasonable efforts to improve it. Upon request, the Union official shall be furnished a copy of the report on air quality. In the event that this report indicates that the air quality is harmful, the Appointing Authority will initiate actions consistent with the recommendations of the report. These actions include, but are not limited to, the temporary reassignments of employees.

**Section 9.** A copy of the provisions of this Article shall be conspicuously posted in each work area.

**Section 10.** Rules and Regulations issued by the Division of Industrial Safety pertaining to the use of power tools; for the prevention of accidents in window cleaning; for common drinking cups and common towels in factories, workshops, manufacturing, mechanical and mercantile establishments; for safeguarding power press tools; for toilets in industrial establishments; for the prevention of anthrax; to govern compressed air work; to establish safety rules and regulations and machinery standards; relating to safe and sanitary working conditions in foundries and the employment of women in core rooms; relative to benzol, carbon tetrachloride and other substances hazardous to health; for the prevention of accidents in construction operations; pertaining to structural paintings; for the care of employees injured or taken ill in industrial establishments; for safeguarding woodworking machinery; lighting codes for factories, workshops, manufacturing, mechanical and mercantile establishments; and any other rule or regulation adopted by the Department of Labor and Industries intended to govern the prevention of accidents or industrial diseases and not inconsistent with the provisions of this Agreement are all incorporated herein.

#### Section 11.

1. Within each Department/Agency or work facility there shall be established a six (6) member labor/management committee, three (3) representing the Union and three (3) representing the Employer, which shall meet on a monthly basis. The committee shall identify sources of stress and hazard in the workplace and work environment and shall recommend changes as needed.
2. In the Massachusetts Highway Department there may be established a six (6) member labor-management committee, three (3) representing the Union and three (3) representing the Employer at the district level, which shall meet as needed.

**Section 12.** Pregnant employees who work in conditions/situations deemed hazardous or dangerous to the pregnancy by the attending physician may request a temporary reassignment within their job description or a comparable position, and may be reassigned within two (2) weeks of notification for the duration of the pregnancy. Upon request by management, the employee will provide medical evidence. Such work assignments shall be determined by the Appointing Authority or her/his designee. This request must be made in writing to the Appointing Authority.

#### Section 13.

1. The Commonwealth will at all times endeavor to maintain its motor vehicles as required by law and will not knowingly require a driver to operate a vehicle which does not conform to legal standards and which endangers the driver's or any other person's health or physical safety. It is the employee's responsibility to inform his/her supervisor of any safety defects that he/she could reasonably know about.
2. If the Appointing Authority or its designee determines and designates that such vehicle is unsafe in accordance with the operating standards established by the Registry of Motor Vehicles, the driver will not be required to operate the vehicle.

**Section 14.** When the Commissioner of the Massachusetts Highway Department, with the approval of the Commissioner of Administration and Finance, prescribes protective work clothing of standard pattern, such clothes shall be furnished at the expense of the Department for use, while on duty, of those employees so designated by the Department.

**Section 15.** Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 3 of the grievance procedure set forth in Article 23A, but may not be the subject of arbitration.

**Section 16.** The parties agree to establish a labor-management committee to look into hazardous duty situations and to seek means of redressing identified problems.

#### ARTICLE 21

#### INSTALLATION AND USE OF GPS DEVICES ON MASSDOT VEHICLES

Beginning January 1, 2019, the Employer may install and/or use Global Positioning System devices or other similar technology in department vehicles and use the data obtained by such devices for any business purpose, including but not limited to the deployment of personnel, the safety of the public and employees, and to gather statistical data regarding the efficiency of department vehicles. The Employer shall not use any such system to conduct live surveillance of employees on either a random or scheduled basis. However, where the Employer has received a credible complaint, or possesses other independent reliable information, the Employer may use stored data to investigate allegations of misconduct or policy violations. In any disciplinary proceeding where the Employer relies on the GPS data to establish employee misconduct or a policy violation, it shall provide a copy of the date to the Union as may be required by G.L. c. 150E. All vehicles with installed and active GPS or similar technology will be identified by a conspicuously placed sticker or other indicator. The Union acknowledges that such devices have already been installed in some department vehicles.

#### ARTICLE 22

**CREDIT UNION DEDUCTIONS**

The Employer agrees to deduct from the regular salary payments of employees an amount of money, upon receipt of the employee's written authorization for the deduction for the purchase of shares in, making deposits to or repaying a loan to a credit union duly organized and licensed under appropriate provisions of the Massachusetts General Laws or applicable federal laws. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to the Employer and the Treasurer of the credit union thirty (30) days in advance of the desired cessation of payroll deduction.

#### ARTICLE 23

#### ARBITRATION OF DISCIPLINARY ACTION

**Section l.** No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for six consecutive months or more, except for three consecutive years for teachers, shall be discharged, suspended, or demoted for disciplinary reasons without just cause. The employer may extend the probational 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 a Department/Agency must serve an additional probationary period upon re- employment with the same or another Department/Agency whether in the same or a different job title, unless said probationary period is mutually waived by the employee and the Department/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.

**Section 2 Progressive Discipline/Warning, Suspension, Discharge**

For violation of terms and/or condition 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, d 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 1he 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 (4.5) 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 (S) working days of said final decision. In order to discipline for the fol1owing 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), 0) and (m) below.

(a) Punching the timecard of another employee, allowing someone else to punch or falsify a timecard/record, or falsifying a timecard/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, it's 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 dining work hours. including breaks or meal periods, or selling or distributing any intoxicating liquors or other drugs/controlled substances in violation of the Jaw;

(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.

Any employee wishing to appeal a disciplinary action taken pursuant to Article 23 of this Agreement, must sign and submit to the Employer, on a form prepared by the Employer, a confirmation that the employee has not appealed said disciplinary action to the Civil Service Commission.

In the event that the employee has already filed such appeal, the employee shall have the option of withdrawing the appeal to the outside forum in favor of preserving the grievance within ten (10) calendar days of being notified of the conflict by the Employer.

In the event that the employee does pursue a grievance under these provisions, and subsequently files an appeal of the disciplinary action to any other forum the grievance shall be considered withdrawn.

However, the employee may preserve the grievance by withdrawing the appeal to the outside forum within ten (10) calendar days of notification of conflict from the Employer.

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

#### 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.

**Section 6.**

A grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee/Union to the Employer’s Designee within ten (10) working days of the date such action was taken. The grievance shall be treated as a Step II grievance and Article 23 – Grievance Procedure, shall apply.

**Section 7.**

In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge. and the employee/Union wishes to appeal said disciplinary action, the employee/Union shall present a grievance in writing to the Employer's Designee within ten (10) working days from the date such action was taken. In such instances the provision of “Article 23A – Grievance Procedure” shall apply.

**Section 8.**

Any employee wishing to appeal a disciplinary action taken pursuant to Article 23 of this Agreement, must sign and submit to the Employer, on a form prepared by the Employer, a confirmation that the employee has not appealed said disciplinary action to the Civil Service Commission.

In the event that the employee bas already filed such appeal, the employee shall have the option of withdrawing the appeal to the outside forum in favor of preserving the grievance within ten (10) calendar days of being notified of the conflict by the Employer.

In the event that the employee does pursue a grievance under these provisions, and subsequently files an appeal of the disciplinary action to the Civil Service Commission the grievance shall be considered withdrawn. However, the employee may preserve the grievance by withdrawing the appeal to the outside forum within ten (10) calendar days of notification of conflict from the Employer.

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

Nothing in this section shall relieve the employee or the Union of the grievance filing time frames stipulated in either Article 23 or Article 23A of this Agreement.

**Section 9.**

1. Should the Union submit a grievance alleging a violation of Section 1 to arbitration pursuant to Article 23A the arbitration shall be conducted on an expedited basis.
2. An employee and/or the Union shall not have the right to grieve, pursuant to Articles 23 or 23A, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown or withholding of services unless the Union alleges that the employee did not engage in such conduct.

#### ARTICLE 23A

#### GRIEVANCE PROCEDURE

**Section 1.** The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this Collective Bargaining Agreement.

**Section 2.** The grievance procedure shall be as follows:

**Step 1:** An employee and/or the Union shall submit a grievance in writing, on the grievance form included in Appendix F of this Agreement, to the person designated by the Employer for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The person so designated by the Employer shall reply in writing by the end of seven (7) calendar days following the date of submission, or if a meeting is held to review the grievance by the end of twenty- one (21) calendar days following the date of the submission. A meeting will be held upon request by either party or the matter will be waived to Step II.

#### Step II:

In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing, on the grievance form prepared by the Employer to the Director of the Office of Labor Relations and Employment Law within ten (10) calendar days following the receipt of the Step I decision. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy. The Employer shall meet with the Union for review of the grievance upon request and shall issue a written decision to the employee and/or the Union within fourteen (14) calendar days following the day the grievance is filed or Step II conference is held, whichever is later.

Disciplinary grievances filed at Step II must also contain the "Confirmation of Forum" form (as outlined in Article 23, Section 8). Grievances not containing the signed form by the date of the scheduled conference or the rendering of a decision shall be considered denied.

**Step III:** Grievances unresolved at Step III may be brought to arbitration solely by the Union by filing a completed Request for Arbitration form with the Employers’ Designee. Such form must be filed within thirty (30) calendar days of the receipt of an unsatisfactory Step III response. Grievances that are not filed for arbitration within the thirty (30) days as provided above shall be considered waived.

**Section 3.** The parties agree to explore Alternative Dispute Resolution options throughout the grievance procedure to the extent outlined in Section 15 of this Article.

**Section 4.** Once arbitration has been requested by the Union a hearing shall be held no later than twelve (12) months from such request. If a hearing is not held within the twelve (12) month period because of inaction of the Union, the grievance is thereby withdrawn with prejudice but

without precedence.

#### Section 5.

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

**Section 6.** The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with M.G.L., c. l50C.

**Section 7.** All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and the Employer. Each party shall bear the cost of preparing and presenting its own case.

**Section 8.** If a decision satisfactory to the Union at any level of the grievance procedure other than Step IV is not implemented within a reasonable time, the Union may re-institute the original grievance at

the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

**Section 9.** If the Employer exceeds any time limit prescribed at any Step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next Step of the procedure, except, however, that only the Union may request impartial arbitration under Step III. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

**Section 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.

**Section 11.** Each Department/Agency head shall designate a person(s) to whom grievances may be submitted at Step I and/or Step II.

**Section 12.** A union representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure.

**Section 13.** The Employer may raise issues of arbitrability at any time during the grievance process. The failure to raise arbitrability prior to arbitration does not constitute waiver of such claims.

**Section 14.** The arbitration award shall be rendered promptly by the arbitrator, unless otherwise agreed to by both parties, no later than thirty (30) days from the date of closing the hearings or from the date of submitting post-hearing briefs.

**Section 15.** Upon agreement of the Parties, any grievance may be submitted to Alternate Dispute Resolution.

#### ARTICLE 24

#### PERSONNEL RECORDS

**Section 1**. Each employee shall have the right, upon request, to examine and have copied any and all material, including any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's records upon written authorization by the employee involved.

**Section 2**. Whenever any material, including evaluations, is to be inserted into the official personnel file or record of an employee, the employee shall be given a copy of such material upon its insertion.

Whenever any material, including evaluations, is inserted into the personnel file or record of an employee such material shall be date stamped before its insertion.

#### Section 3.

1. The official personnel file or record of an employee shall be placed in a location to which the employee has convenient access. For those employees not having convenient access to their personnel file/records, upon written request by the employee to examine his/her personnel file/records, the Employer shall make a reasonable effort for the employee to see his/her personnel file/records within a two (2) week period.
2. There shall be only one (1) official personnel file or record maintained by the Employer. Information not included in the official personnel file or record shall not be considered valid information and shall be purged.

#### Section 4.

1. The Union or any employee may challenge the accuracy or propriety of any material and/or evaluations in their personnel file or record by filing a written statement of the challenge in the official personnel file or record.
2. The Union or any employee may file a grievance based on a performance evaluation or on any material, either of which results in a negative action. Upon a determination grievance procedure that such performance evaluation, any other material or portion thereof, is either inaccurate or improperly placed in such employee's personnel record such inaccurate evaluation, material, or portion thereof, shall be removed from the file together with any of the employee's statement or statements thereto.
3. Notwithstanding the provisions of Paragraph B above, an employee may file a grievance challenging any written memorandum which reprimands the employee for prior conduct or omissions and which warns the employee that further transgressions may result in suspension, demotion or discharge. Said memorandum will be found to violate this Agreement only if it is arbitrary, discriminatory or if it contains allegations, which are erroneous. Said grievances shall be grievable to Step II.
4. Warnings or reprimands 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.

#### ARTICLE 24A

#### PERFORMANCE EVALUATION

**Section 24A.1 – EPRS Standards**

The Employee Performance Review System (EPRS) shall permit variations in format between various departments. There shall be no variation in format within the same department for the same job titles. Any format must meet the following criteria:

A. All employee evaluations shall be in writing and shall be included in the employee’s official personnel file. The Union shall be notified should the employee lack English proficiency to understand the evaluation and its process. All EPRS evaluations shall be based on “Meets” expectations, “Exceeds” expectations, or “Below” expectations standard.

B. Evaluations shall be completed by the employee’s state immediate supervisor and be approved by a state supervisor of a higher grade designated by the Employer (except in cases of potential conflict of interest or other legitimate reasons).

C. A Final Formal EPRS evaluation shall be completed once per year for each employee. Probationary employees shall be evaluated by the mid-point of their probationary period. However, the standard EPRS program shall commence no later than the first July 1st of their employment.

D. The performance dimensions shall be job-related, objective and measurable to the exact practicable.

**Section 24A.2 – EPRS Procedures**

A. Prior to each annual evaluation period, the employee’s supervisor shall meet with the employer and shall inform the employee of the general performance dimensions and procedures to be utilized in evaluating the employee’s performance.

B. At least one during the evaluation period, at or near its mid-point, the supervisor shall meet with the employee to review the employee’s progress. The employee shall have two (2) workdays to review the evaluation prior to signing it. If the mid-term review results in a rating of “Below”, the employee shall be placed on a remedial development plan. At least once not later than 90 days before the end of the evaluation period, the supervisor and employee shall meet to review the employee’s progress. The supervisor will identify the employee’s specific performance deficiencies and what the employee must do to attain a “Meets” rating.

C. At or near the end of the evaluation period, the supervisor shall meet with the employee to inform the employee of the results of the evaluation. Following the employee’s review, the form shall be submitted to a management employee designated by the Employer for final determination of ratings. The employee shall have two (2) workdays to review the evaluation prior to signing and shall be given a copy of the completed form. The Employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof.

**Section 24A.3 – Redetermination and Appeal Rights**

A. Any employee who has received a final rating of “Below” will have his/her evaluation reviewed by the Employer or his/her designee, who shall review all the circumstances of the rating. The Employer or his/her designee may re-determine the rating after reviewing the circumstances of the initial evaluation. If the Employer or his/her designee re-determines the rating the employee will receive the increases provided under Article 12 retroactively.

B. If the Employer does not re-determine the rating, the Union may file within fourteen (14) days of the decision a request for a review of the final rating by an arbitrator appointed by the Division of Labor Relations. The standard of review shall be solely limited to whether or not the final performance rating of “Below” was justified. The decision of the arbitrator shall be final and binding and any employee having a “Below” rating overturned shall be made whole in as prompt a manner as possible. Any costs associated with this process will be borne equally by the parties. The arbitration shall be conducted on an expedited basis as agreed by the parties.

C. Only employees receiving an annual rating of “Below” shall have the right to appeal the rating. Any employee who elects to appeal their EPRS rating pursuant to G.L. c. 31, §6C shall not be entitled to file an appeal under this agreement.

D. All performance merit ratings shall be based upon the EPRS system as found in this Article and all payment of salary and/or step increases shall be based upon current language found in Article related to pay for performance based on the employee’s most recent final annual evaluation.

**Section 24A.4 – Attainment of Meets or Exceeds**

A. Any employee who receives a “Below” evaluation who then receives a “Meets” or “Exceeds” rating at the mid-point of the following annual evaluation period will be eligible for the denied step and/or denied salary increases effective the date of the mid-point evaluation. An employee’s anniversary date for step purposes shall not be retarded upon receiving “Meets” or Exceeds”.

B. Any employee who is adversely impacted by an untimely evaluation shall be made whole upon completion of the performance evaluation and upon the final rating of “Meets” or “Exceeds”.

C. When work related circumstances occur over which the employee or department has no control, the employee shall not be prevented from attaining an overall rating of “Meets”.

**Section 24A.5 – Labor Management Committee on EPRS**

A. There shall be established a Labor/Management Committee, consisting of not more than four (4) representatives of each party, which shall meet at reasonable times to discuss any problems or issues surrounding the Performance Evaluation System.

B. There shall be established a Labor/Management Committee to review and make recommendations to the Director of Human Resources to revise the Performance Evaluation Guidelines/Form. Said Committee shall consist of three (3) representatives selected by the Union and three (3) representatives selected by the Employer. The Committee shall convene and shall continue to meet upon request by either party.

**Section 24A.6 –**

Consistent with the Employee Performance Review Guidelines promulgated by the Commonwealth Human Resources Division, nothing in this Article is intended to restrict the Employer’s ability to discipline or discharge any employee for performance related issues during the EPRS cycle.

#### ARTICLE 25

#### NO STRIKES

**Section 1.** Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of services by employees.

**Section 2**. The Union shall exert its best efforts to prevent any violation of Section 1 of this Article, and if such action does occur, to exert its best efforts to terminate it.

**ARTICLE 25A**

**MASSDOT WIDE POLICY IMPLEMENTATION COMMITTEE**

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

#### ARTICLE 26

**DRUG TESTING/SCREENING**

All employees within their six (6) month probationary period from initial hire shall be subject to random drug testing. Such testing will be done during an employee’s regularly scheduled shift.

A probationary period employee shall be subject to an immediate drug test if reasonable suspicion of drug use exists as determined by his/her supervisor or management designee.

Such drug testing shall be administered by a qualified physician of the Department/Agency’s choice. The initial method of testing shall be by gas chromatography/mass spectrometry test. If such test is positive, a second confirming test shall be administered. All tests shall be paid for by the Department/Agency.

Termination will result if the employee refuses to be administered the test.

Positive findings from both of the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of a Department-approved drug rehabilitation program. Termination of the employee will result if he/she refuses to participate in such program.

Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to drug screening based on reasonable suspicion for a period of two (2) years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered a drug test during this two (2) year period when requested to by the Appointing Authority or his/her designee, based on reasonable suspicion, shall be terminated.

The provisions of this Article shall not be interpreted to abrogate any rights reserved to management in Article 23, Section 1 of this Agreement.

The provisions of this Article shall apply only to employees hired on or after the signing date of this Agreement.

The parties agree that a special Labor Management Committee shall be established to review the effectiveness of this Article at the end of one (1) year following the signing of this Agreement.

#### ARTICLE 27

#### FITNESS STANDARDS

**Section 1. Intent of Fitness Standards**

The Employer and the Union agree that it is mutually beneficial to ensure that each employee is physically capable of performing the essential functions, as defined in the Americans with Disabilities Act, necessary for his/her service in a position covered by this Agreement. The Employer and the Union further agree that the development of valid, job related medical and physical fitness standards, and the establishment of a program of regular medical and physical fitness examinations to determine compliance with said standards, is the best means of ensuring the physical capabilities of its employees as stated above.

#### Section 2. Applicability of Fitness Standards

The Human Resources Division (HRD) shall determine the position titles to which the initial and in-service medical and physical fitness standards established pursuant to this Article shall apply.

#### Section 3. Initial Fitness Standards

The Union shall provide its full support and cooperation to HRD and/or HRD’s designee in the development of initial medical and physical fitness standards. Successful completion of said initial medical and physical fitness standards shall become a component of the selection process for the initial appointment of persons to positions covered by this Agreement. Said support and cooperation shall include assisting HRD in the identification of employees to serve as subject matter experts, as well as encouraging the full support and cooperation of said subject matter experts and other employees during job analysis testing necessary to establish baseline fitness data.

#### Section 4. In-Service Fitness Standards

Upon establishment of initial medical and physical fitness standards as described in Section 2 of this Article, the Union agrees to provide its full support and cooperation to HRD and/or HRD’s designee in developing and implementing in-service medical and physical fitness standards for a program of regular medical and physical fitness testing for employees hired pursuant to the initial medical and physical fitness standards referenced in Section 3 of this Article.

#### Section 5. Labor-Management Committee on Fitness Standards

There is hereby established a Fitness Standard Committee, comprised of two (2) representatives from HRD and two (2) representatives from the Union. The purpose of said Committee shall be to address any and all issues, which pertain to the following:

* 1. the development and implementation of in-service medical and physical fitness standards as indicated in Section 4 of this Article; and
  2. the implementation of an in-service medical and physical fitness testing program as indicated in Section 4 of this Article.

#### Section 6. Grievances Arising Under This Article

The Union may process to grievance and to arbitration any issue as to the interpretation or application of this Article, except disciplinary actions resulting from an employee’s refusal to participate in a fitness testing program developed in accordance with the above provisions. In any grievance or arbitration involving this Article, the Union and the Employer agree to solicit from the American Arbitration Association panels of prospective neutrals possessing the following credentials: experience in labor relations and labor agreement interpretations; and experience in physical fitness standards, physical training standards, and in physical testing standards. The Union and the Employer agree to use an arbitrator from such listing or any other mutually agreeable arbitrator in any such arbitration.

#### Section 7. Applicability

The provisions of this Article shall apply only to employees hired on or after the signing date of this Agreement.

#### ARTICLE 28

#### SAVING CLAUSE

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

**ARTICLE 29**

**WAGE REOPENER**

In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration and Finance and said Agreement is funded by the Legislature and in the 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.

#### ARTICLE 30

#### DURATION

This Agreement shall be for the one-year period from July 1, 2017 to June 30, 2020 and terms contained herein shall become effective on 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, 2020, 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, 2020.

#### ARTICLE 31

#### APPROPRIATION BY THE GENERAL COURT

The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with M.G.L. c.150E, section 7, in which case, the cost items shall be effective on the date provided in the Agreement. The Employer shall make such request of the General Court. If the General Court rejects the request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

**APPENDIX A-1**

**Unit B Job Titles to Bargaining Unit Realignment**

Aeronautical Inspector I

Bridge Operator I

Bridge Operator II

Building Maintenance Supv II

Business Management Specialist

Communication Dispatcher I

Communication Dispatcher II

Highway Maint Foreman I

Highway Maint Foreman II

Highway Maint Foreman III

Highway Maint Foreman IV

Janitor I

Janitor II

Janitor III

Janitor IV

Laborer I

Laborer II

Maint Equipment Operator I

Maint Equipment Operator II

MassDOT ESP Person I

MassDOT ESP Person II

MassDOT Incd. Resp. Oper.

MassDOT Motor Pool Courier

Microphotographer I

Motor Equipment Mechanic I

Motor Equipment Mechanic II

Motor Equipment Mechanic II

Motor Equipment Mechanic IV

Motor Truck Driver

Photo-Copying Operator I

Photo-Copying Operator II

Radio Maintenance Technician I

Radio Maintenance Technician II

State Police Dispatcher I

State Police Dispatcher II

State Police Dispatcher II

Storekeeper I

Storekeeper II

Storekeeper III

Storekeeper IV

Supervisor of Motor Pool, Pwd

Traffic Control Equip Supv II

Traffic Section Foreman I

Traffic Section Foreman II

Tree Climber

**APPENDIX A-2**

**Unite B Job Titles After Bargaining Unit Re-Alignment**

Aeronautical Inspector I

Bridge Operator I

Bridge Operator II

Building Maintenance Supv I

Building Maintenance Supv II

Communication Dispatcher I

Communication Dispatcher II

Janitor I

Janitor II

Janitor III

Janitor IV

Laborer I

Laborer II

MassDOT ESP Person I

MassDOT ESP Person II

MassDOT Highway Maintenance Worker I

MassDOT Highway Maintenance Worker II

MassDOT Highway Maintenance Worker III

MassDOT Motor Pool Courier

Microphotographer I

Motor Truck Driver

Photo-Copying Operator I

Photo-Copying Operator II

Radio Maintenance Technician I

Radio Maintenance Technician II

State Police Dispatcher I

State Police Dispatcher II

State Police Dispatcher II

Storekeeper I

Storekeeper II

Storekeeper III

Storekeeper IV

Supervisor of Motor Pool, Pwd

Traffic Control Equip Supv II

Tree Climber

**APPENDIX A-3**

**Current Titles Moving To Unit C or D**

Business Management Specialist

Highway Maint Foreman I

Highway Maint Foreman II

Highway Maint Foreman III

Highway Maint Foreman IV

Motor Equipment Mechanic I

Motor Equipment Mechanic II

Motor Equipment Mechanic III

Motor Equipment Mechanic IV

Traffic Section Foreman I

Traffic Section Foreman II

**APPENDIX A-4**

**Current Titles To Be Retired**

Maint Equipment Operator I

Maint Equipment Operator II

MassDOT Incd. Resp. Oper.



#### Appendix A-2

**Schedule of Bi-Weekly Salary Rates Effective June 30, 2011**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 |
| 01 | $841.77 | $855.80 | $870.14 | $884.69 | $899.54 | $914.60 | $929.98 | $945.67 | $961.58 | $977.84 | $997.38 | $1,017.31 |
| 02 | $857.00 | $871.06 | $885.38 | $899.97 | $914.78 | $929.90 | $945.25 | $960.90 | $976.84 | $993.06 | $1,012.92 | $1,033.18 |
| 03 | $869.89 | $885.73 | $901.85 | $918.30 | $935.08 | $952.23 | $969.67 | $987.48 | $1,005.62 | $1,024.15 | $1,044.64 | $1,065.51 |
| 04 | $892.36 | $908.20 | $924.37 | $940.87 | $957.66 | $974.76 | $992.22 | $1,010.00 | $1,028.13 | $1,046.59 | $1,067.53 | $1,088.88 |
| 05 | $906.54 | $923.71 | $941.18 | $959.08 | $977.30 | $995.91 | $1,014.90 | $1,034.26 | $1,054.03 | $1,074.23 | $1,095.74 | $1,117.64 |
| 06 | $936.78 | $953.99 | $971.55 | $989.41 | $1,007.66 | $1,026.26 | $1,045.24 | $1,064.59 | $1,084.37 | $1,104.49 | $1,126.57 | $1,149.12 |
| 07 | $959.16 | $977.92 | $997.07 | $1,016.64 | $1,036.60 | $1,056.95 | $1,077.80 | $1,099.04 | $1,120.77 | $1,142.93 | $1,165.78 | $1,189.09 |
| 08 | $980.08 | $1,000.34 | $1,021.03 | $1,042.19 | $1,063.85 | $1,085.95 | $1,108.57 | $1,131.68 | $1,155.30 | $1,179.46 | $1,203.07 | $1,227.13 |
| 09 | $1,014.90 | $1,037.01 | $1,059.64 | $1,082.78 | $1,106.47 | $1,130.72 | $1,155.56 | $1,180.96 | $1,206.97 | $1,233.56 | $1,258.25 | $1,283.41 |
| 10 | $1,051.77 | $1,075.31 | $1,099.39 | $1,124.08 | $1,149.33 | $1,175.19 | $1,201.64 | $1,228.80 | $1,257.96 | $1,288.11 | $1,313.87 | $1,340.16 |
| 11 | $1,086.20 | $1,111.81 | $1,138.10 | $1,165.05 | $1,192.63 | $1,220.98 | $1,251.01 | $1,282.57 | $1,314.96 | $1,348.16 | $1,375.12 | $1,402.64 |
| 12 | $1,131.20 | $1,158.18 | $1,185.83 | $1,214.17 | $1,243.83 | $1,275.49 | $1,307.91 | $1,341.18 | $1,375.28 | $1,410.26 | $1,438.45 | $1,467.22 |
| 13 | $1,184.98 | $1,213.38 | $1,243.44 | $1,275.17 | $1,307.64 | $1,340.99 | $1,375.17 | $1,410.25 | $1,446.18 | $1,483.04 | $1,512.70 | $1,542.96 |
| 14 | $1,231.80 | $1,266.90 | $1,303.00 | $1,340.15 | $1,378.36 | $1,417.62 | $1,458.00 | $1,499.57 | $1,542.32 | $1,586.25 | $1,617.98 | $1,650.35 |
| 15 | $1,294.00 | $1,332.10 | $1,371.27 | $1,411.66 | $1,453.19 | $1,495.93 | $1,539.98 | $1,585.28 | $1,631.94 | $1,679.99 | $1,713.59 | $1,747.87 |
| 16 | $1,363.98 | $1,405.49 | $1,448.25 | $1,492.30 | $1,537.73 | $1,584.53 | $1,632.75 | $1,682.45 | $1,733.67 | $1,786.40 | $1,822.12 | $1,858.56 |
| 17 | $1,446.18 | $1,489.41 | $1,533.89 | $1,579.75 | $1,626.95 | $1,675.55 | $1,725.60 | $1,777.19 | $1,830.33 | $1,885.03 | $1,922.73 | $1,961.18 |
| 18 | $1,515.36 | $1,561.41 | $1,608.81 | $1,657.67 | $1,707.99 | $1,759.86 | $1,813.28 | $1,868.35 | $1,925.05 | $1,983.55 | $2,023.20 | $2,063.66 |
| 19 | $1,593.81 | $1,642.72 | $1,693.17 | $1,745.16 | $1,798.71 | $1,853.92 | $1,910.89 | $1,969.56 | $2,029.97 | $2,092.34 | $2,134.18 | $2,176.86 |
| 20 | $1,679.45 | $1,729.99 | $1,782.08 | $1,835.70 | $1,890.90 | $1,947.87 | $2,006.48 | $2,066.84 | $2,129.09 | $2,193.15 | $2,237.01 | $2,281.75 |
| 21 | $1,757.49 | $1,811.24 | $1,866.60 | $1,923.69 | $1,982.47 | $2,043.08 | $2,105.55 | $2,169.88 | $2,236.21 | $2,304.56 | $2,350.67 | $2,397.67 |
| 22 | $1,844.77 | $1,901.50 | $1,960.04 | $2,020.36 | $2,082.54 | $2,146.65 | $2,212.73 | $2,280.80 | $2,351.00 | $2,423.36 | $2,471.82 | $2,521.25 |
| 23 | $1,939.23 | $1,997.66 | $2,057.87 | $2,119.86 | $2,183.75 | $2,249.58 | $2,317.37 | $2,387.23 | $2,459.15 | $2,533.25 | $2,583.91 | $2,635.59 |
| 24 | $2,026.90 | $2,088.12 | $2,151.18 | $2,216.15 | $2,283.13 | $2,352.05 | $2,423.13 | $2,496.31 | $2,571.73 | $2,649.37 | $2,702.36 | $2,756.40 |
| 25 | $2,114.57 | $2,178.84 | $2,245.07 | $2,313.32 | $2,383.65 | $2,456.13 | $2,530.78 | $2,607.73 | $2,687.00 | $2,768.68 | $2,824.06 | $2,880.55 |
| 26 | $2,192.64 | $2,259.69 | $2,328.75 | $2,399.92 | $2,473.29 | $2,548.89 | $2,626.78 | $2,707.07 | $2,789.83 | $2,875.09 | $2,932.62 | $2,991.27 |
| 27 | $2,289.12 | $2,359.12 | $2,431.22 | $2,505.52 | $2,582.11 | $2,661.05 | $2,742.36 | $2,826.18 | $2,912.59 | $3,001.60 | $3,061.66 | $3,122.88 |
| 28 | $2,389.84 | $2,462.92 | $2,538.19 | $2,615.76 | $2,695.73 | $2,778.13 | $2,863.03 | $2,950.53 | $3,040.74 | $3,133.67 | $3,196.37 | $3,260.29 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 05A | $919.56 | $936.97 | $954.69 | $972.84 | $991.33 | $1,010.21 | $1,029.47 | $1,049.11 | $1,069.17 | $1,089.65 | $1,111.47 | $1,133.69 |
| 06A | $950.24 | $967.69 | $985.50 | $1,003.63 | $1,022.13 | $1,040.99 | $1,060.24 | $1,079.87 | $1,099.93 | $1,120.35 | $1,142.75 | $1,165.61 |
| 07A | $973.07 | $992.10 | $1,011.53 | $1,031.38 | $1,051.63 | $1,072.27 | $1,093.43 | $1,114.97 | $1,137.02 | $1,159.50 | $1,182.69 | $1,206.33 |
| 08A | $994.16 | $1,014.71 | $1,035.69 | $1,057.15 | $1,079.12 | $1,101.54 | $1,124.48 | $1,147.94 | $1,171.89 | $1,196.39 | $1,220.34 | $1,244.75 |
| 09A | $1,029.47 | $1,051.89 | $1,074.86 | $1,098.33 | $1,122.36 | $1,146.95 | $1,172.16 | $1,197.91 | $1,224.30 | $1,251.28 | $1,276.32 | $1,301.84 |
| 11A | $1,101.78 | $1,127.77 | $1,154.44 | $1,181.78 | $1,209.76 | $1,238.51 | $1,268.97 | $1,300.99 | $1,333.84 | $1,367.51 | $1,394.86 | $1,422.77 |
| 12A | $1,147.44 | $1,174.81 | $1,202.87 | $1,231.60 | $1,261.69 | $1,293.80 | $1,326.68 | $1,360.43 | $1,395.03 | $1,430.51 | $1,459.10 | $1,488.28 |
| 13A | $1,201.99 | $1,230.80 | $1,261.29 | $1,293.48 | $1,326.42 | $1,360.25 | $1,394.92 | $1,430.50 | $1,466.94 | $1,504.35 | $1,534.42 | $1,565.11 |
| 14A | $1,249.49 | $1,285.08 | $1,321.71 | $1,359.39 | $1,398.14 | $1,437.98 | $1,478.94 | $1,521.09 | $1,564.46 | $1,609.02 | $1,641.21 | $1,674.04 |
| 15A | $1,312.59 | $1,351.23 | $1,390.96 | $1,431.93 | $1,474.05 | $1,517.42 | $1,562.10 | $1,608.03 | $1,655.37 | $1,704.11 | $1,738.19 | $1,772.96 |
| 16A | $1,383.55 | $1,425.67 | $1,469.04 | $1,513.73 | $1,559.81 | $1,607.27 | $1,656.20 | $1,706.61 | $1,758.56 | $1,812.04 | $1,848.29 | $1,885.25 |
| 17A | $1,466.94 | $1,510.78 | $1,555.91 | $1,602.43 | $1,650.31 | $1,699.60 | $1,750.36 | $1,802.71 | $1,856.60 | $1,912.10 | $1,950.34 | $1,989.34 |

#### Appendix A-3

**Schedule of Bi-Weekly Salary Rates Effective June 30, 2012**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 |
| 1 | $867.02 | $881.48 | $896.24 | $911.23 | $926.53 | $942.04 | $957.88 | $974.04 | $990.43 | $1,007.17 | $1,027.30 | $1,047.83 |
| 2 | $882.71 | $897.19 | $911.94 | $926.97 | $942.22 | $957.80 | $973.61 | $989.72 | $1,006.15 | $1,022.86 | $1,043.31 | $1,064.18 |
| 3 | $895.99 | $912.30 | $928.90 | $945.85 | $963.14 | $980.80 | $998.76 | $1,017.11 | $1,035.79 | $1,054.87 | $1,075.97 | $1,097.47 |
| 4 | $919.13 | $935.45 | $952.10 | $969.10 | $986.39 | $1,004.01 | $1,021.98 | $1,040.30 | $1,058.98 | $1,077.98 | $1,099.56 | $1,121.54 |
| 5 | $933.74 | $951.42 | $969.42 | $987.85 | $1,006.62 | $1,025.79 | $1,045.35 | $1,065.29 | $1,085.65 | $1,106.46 | $1,128.61 | $1,151.17 |
| 6 | $964.88 | $982.61 | $1,000.69 | $1,019.09 | $1,037.89 | $1,057.05 | $1,076.59 | $1,096.52 | $1,116.90 | $1,137.62 | $1,160.37 | $1,183.59 |
| 7 | $987.94 | $1,007.26 | $1,026.98 | $1,047.14 | $1,067.70 | $1,088.66 | $1,110.13 | $1,132.01 | $1,154.39 | $1,177.21 | $1,200.75 | $1,224.76 |
| 8 | $1,009.48 | $1,030.35 | $1,051.66 | $1,073.46 | $1,095.76 | $1,118.53 | $1,141.83 | $1,165.64 | $1,189.96 | $1,214.85 | $1,239.16 | $1,263.95 |
| 9 | $1,045.35 | $1,068.12 | $1,091.43 | $1,115.26 | $1,139.67 | $1,164.64 | $1,190.22 | $1,216.39 | $1,243.18 | $1,270.57 | $1,296.00 | $1,321.91 |
| 10 | $1,083.32 | $1,107.57 | $1,132.37 | $1,157.80 | $1,183.81 | $1,210.44 | $1,237.69 | $1,265.66 | $1,295.70 | $1,326.76 | $1,353.29 | $1,380.36 |
| 11 | $1,118.79 | $1,145.16 | $1,172.25 | $1,200.00 | $1,228.41 | $1,257.61 | $1,288.54 | $1,321.05 | $1,354.40 | $1,388.61 | $1,416.37 | $1,444.72 |
| 12 | $1,165.14 | $1,192.93 | $1,221.40 | $1,250.59 | $1,281.14 | $1,313.76 | $1,347.14 | $1,381.41 | $1,416.54 | $1,452.56 | $1,481.60 | $1,511.23 |
| 13 | $1,220.53 | $1,249.78 | $1,280.75 | $1,313.43 | $1,346.87 | $1,381.22 | $1,416.43 | $1,452.55 | $1,489.57 | $1,527.53 | $1,558.08 | $1,589.25 |
| 14 | $1,268.75 | $1,304.91 | $1,342.09 | $1,380.35 | $1,419.71 | $1,460.15 | $1,501.74 | $1,544.55 | $1,588.59 | $1,633.84 | $1,666.52 | $1,699.86 |
| 15 | $1,332.82 | $1,372.06 | $1,412.41 | $1,454.01 | $1,496.79 | $1,540.81 | $1,586.18 | $1,632.83 | $1,680.90 | $1,730.39 | $1,765.00 | $1,800.30 |
| 16 | $1,404.90 | $1,447.65 | $1,491.70 | $1,537.07 | $1,583.87 | $1,632.06 | $1,681.74 | $1,732.92 | $1,785.68 | $1,839.99 | $1,876.79 | $1,914.32 |
| 17 | $1,489.57 | $1,534.09 | $1,579.90 | $1,627.14 | $1,675.76 | $1,725.82 | $1,777.37 | $1,830.51 | $1,885.24 | $1,941.58 | $1,980.41 | $2,020.02 |
| 18 | $1,560.82 | $1,608.26 | $1,657.07 | $1,707.40 | $1,759.22 | $1,812.65 | $1,867.68 | $1,924.40 | $1,982.80 | $2,043.05 | $2,083.90 | $2,125.57 |
| 19 | $1,641.62 | $1,692.00 | $1,743.96 | $1,797.51 | $1,852.67 | $1,909.54 | $1,968.21 | $2,028.65 | $2,090.87 | $2,155.11 | $2,198.20 | $2,242.16 |
| 20 | $1,729.83 | $1,781.89 | $1,835.54 | $1,890.77 | $1,947.63 | $2,006.31 | $2,066.67 | $2,128.85 | $2,192.96 | $2,258.95 | $2,304.12 | $2,350.20 |
| 21 | $1,810.21 | $1,865.57 | $1,922.60 | $1,981.40 | $2,041.95 | $2,104.37 | $2,168.71 | $2,234.98 | $2,303.29 | $2,373.70 | $2,421.19 | $2,469.60 |
| 22 | $1,900.12 | $1,958.54 | $2,018.84 | $2,080.97 | $2,145.02 | $2,211.05 | $2,279.11 | $2,349.23 | $2,421.53 | $2,496.06 | $2,545.98 | $2,596.89 |
| 23 | $1,997.40 | $2,057.59 | $2,119.60 | $2,183.46 | $2,249.26 | $2,317.07 | $2,386.90 | $2,458.84 | $2,532.92 | $2,609.25 | $2,661.43 | $2,714.66 |
| 24 | $2,087.71 | $2,150.77 | $2,215.72 | $2,282.63 | $2,351.62 | $2,422.61 | $2,495.83 | $2,571.19 | $2,648.88 | $2,728.85 | $2,783.43 | $2,839.10 |
| 25 | $2,178.01 | $2,244.20 | $2,312.42 | $2,382.72 | $2,455.16 | $2,529.82 | $2,606.70 | $2,685.96 | $2,767.61 | $2,851.74 | $2,908.78 | $2,966.96 |
| 26 | $2,258.42 | $2,327.49 | $2,398.62 | $2,471.92 | $2,547.49 | $2,625.36 | $2,705.59 | $2,788.28 | $2,873.53 | $2,961.35 | $3,020.60 | $3,081.01 |
| 27 | $2,357.79 | $2,429.89 | $2,504.16 | $2,580.69 | $2,659.58 | $2,740.88 | $2,824.63 | $2,910.97 | $2,999.96 | $3,091.65 | $3,153.51 | $3,216.57 |
| 28 | $2,461.53 | $2,536.81 | $2,614.34 | $2,694.24 | $2,776.60 | $2,861.48 | $2,948.92 | $3,039.05 | $3,131.96 | $3,227.68 | $3,292.26 | $3,358.10 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5A | $947.15 | $965.08 | $983.33 | $1,002.03 | $1,021.07 | $1,040.51 | $1,060.36 | $1,080.59 | $1,101.25 | $1,122.34 | $1,144.81 | $1,167.70 |
| 6A | $978.74 | $996.72 | $1,015.06 | $1,033.74 | $1,052.80 | $1,072.22 | $1,092.04 | $1,112.26 | $1,132.92 | $1,153.96 | $1,177.04 | $1,200.58 |
| 7A | $1,002.26 | $1,021.86 | $1,041.87 | $1,062.32 | $1,083.18 | $1,104.44 | $1,126.24 | $1,148.42 | $1,171.13 | $1,194.29 | $1,218.17 | $1,242.52 |
| 8A | $1,023.98 | $1,045.15 | $1,066.76 | $1,088.87 | $1,111.49 | $1,134.59 | $1,158.22 | $1,182.38 | $1,207.04 | $1,232.29 | $1,256.95 | $1,282.09 |
| 9A | $1,060.36 | $1,083.45 | $1,107.11 | $1,131.28 | $1,156.03 | $1,181.36 | $1,207.32 | $1,233.85 | $1,261.02 | $1,288.81 | $1,314.61 | $1,340.90 |
| 11A | $1,134.83 | $1,161.61 | $1,189.08 | $1,217.23 | $1,246.05 | $1,275.67 | $1,307.04 | $1,340.02 | $1,373.85 | $1,408.54 | $1,436.70 | $1,465.45 |
| 12A | $1,181.86 | $1,210.06 | $1,238.95 | $1,268.55 | $1,299.54 | $1,332.62 | $1,366.48 | $1,401.24 | $1,436.88 | $1,473.42 | $1,502.87 | $1,532.93 |
| 13A | $1,238.05 | $1,267.72 | $1,299.13 | $1,332.29 | $1,366.21 | $1,401.06 | $1,436.77 | $1,473.41 | $1,510.95 | $1,549.48 | $1,580.45 | $1,612.06 |
| 14A | $1,286.97 | $1,323.63 | $1,361.36 | $1,400.17 | $1,440.08 | $1,481.12 | $1,523.31 | $1,566.73 | $1,611.39 | $1,657.29 | $1,690.45 | $1,724.26 |
| 15A | $1,351.97 | $1,391.76 | $1,432.69 | $1,474.89 | $1,518.28 | $1,562.94 | $1,608.96 | $1,656.28 | $1,705.04 | $1,755.23 | $1,790.34 | $1,826.15 |
| 16A | $1,425.06 | $1,468.45 | $1,513.11 | $1,559.14 | $1,606.60 | $1,655.49 | $1,705.89 | $1,757.81 | $1,811.32 | $1,866.40 | $1,903.74 | $1,941.80 |
| 17A | $1,510.95 | $1,556.11 | $1,602.58 | $1,650.50 | $1,699.82 | $1,750.58 | $1,802.87 | $1,856.79 | $1,912.30 | $1,969.46 | $2,008.85 | $2,049.02 |



#### APPENDIX C

**COMMONWEALTH EMPLOYMENT STANDARDS FOR**

#### COMMONWEALTH OF MASSACHUSETTS BARGAINING UNIT TWO

**EMPLOYEES**

1. **INTRODUCTION**

This document sets forth the Commonwealth’s Employment Standards (CES) for all Bargaining Unit 2 employees. These Standards are designed to give all employees full and fair notice of their professional and ethical obligations.

We can maintain the public’s trust only to the extent that all of our official activities and all of our contact with the public reflect the highest ethical and moral standards. We must perform our duties with integrity and propriety. We must also do all in our power to ensure that none of your words or actions can be interpreted otherwise.

These Standards are written for our own protection. They strive to impart three fundamental messages.

* 1. Every employee must scrupulously avoid any actual conduct, which constitutes a conflict of interest, or conduct, which gives the reasonable basis for the impression of a conflict of interest between his/her private interests, usually financial, and the public interest. The public interest must always take precedence;
  2. Every employee is prohibited from either taking some action, or failing to perform some duty, which would personally benefit himself/herself or give preferential treatment to any citizen;
  3. Every employee is prohibited from taking any action, which would result in illegal receipt of public or private funds.

Guidance – both on what we are expected to do and on what we are prohibited from doing – should help all of us understand generally what is expected of us. It should also help resolve particular situations we are faced with in our daily work. Please read these rules carefully and abide by their spirit as well as their letter.

Each of us can take pride in belonging to an organization, which contributes so much to the growth, strength and quality of life of the Commonwealth.

1. **DEFINITIONS**

As used in this document, unless the context requires otherwise:

1. "Administrative inquiries" – means those occasions when an employee is required to respond to questions of importance to the agency/department when directed to do so by his/her Appointing Authority or that Authority’s designee.
2. “Disciplinary action" - any action taken by the Appointing Authority to discipline an employee, and where applicable in accordance with the provisions of the collective agreement or civil service law.
3. “Employees" - means any person in Bargaining Unit 2 on the current personnel roster of the agency/department. This shall include all bargaining unit workers; those who are on any form of leave of absence; and workers who are serving suspension.
4. “Immediate family" – means the employee and his/her spouse and their parents, children, brothers and sisters.
5. “Nominal value” - means monetary worth not exceeding twenty-five dollars ($25.00).
6. “Official action” – means any activity performed or required to be performed by an employee in the course of his/her official duties.
7. **REGULATORY BASIS**

These Standards are issued pursuant to the powers of the Commissioner of Administration set forth in Chapter 7, Section 4 of the General Laws, and in accordance with, but not limited to M.G.L. Chapters 268A and 268B; Opinions of the Attorney General, Ethics Commissions Rulings and applicable management rights provisions of the relevant collective bargaining agreements.

1. **GENERAL RULES**
   1. The CES Generally
      1. Applicability of the Standards

The CES apply to all Bargaining Unit 2 employees including those on any type of leave status.

* + 1. Scope of Standards

These Standards are not to be considered all-inclusive. The absence of a specific published rule of conduct does not mean nor imply that any act of misconduct tending to discredit any employee is condoned or permissible or would not result in disciplinary action, up to and including termination.

* + 1. Knowledge of Standards

Each employee is required to know the CES and rules contained herein, to seek information from his/her Appointing Authority, the Appointing Authority’s designee or personnel office in case of doubt or misunderstanding as to their application.

Decisions in personnel matters involving disciplinary action will be based on the presumption that each employee has familiarized him/herself with these Standards and that he/she is aware of the obligation to abide by them.

* + 1. Effects of Standards

Employees whose conduct does not conform to the rules and guidelines contained in these Standards may be subject to disciplinary action, up to and including termination. Any disciplinary action taken will conform to civil service law and/or the provisions of the collective bargaining agreement.

* + 1. Distribution of Standards

Each Appointing Authority or his/her designee will see that each employee receives a copy of the CES. Employees will acknowledge receipt of the Standards by signing a Receipt of Standards Form (Form CC-3) in the space provided. In each instance, the signed Receipt Form will be returned to the employee’s Appointing Authority or his/her designee within ten days of receipt, and filed in the employee's personnel folder. The employee’s signature on the Receipt Form is notice of his/her obligation to familiarize him/herself with the contents of the CES and to abide by them.

Each Appointing Authority or his/her designee will be responsible for providing accurate information and guidance to his/her employees with regard to the specifics of the Standards and may from time to time offer training sessions on the Standards to his/her employees as the need arises.

* + 1. Effective Date of Standards

The effective date of the Standards shall be ten (10) days after the CES are distributed and the Receipt of Standards Form is received by the employee. Employees who have questions concerning the terms of the CES may seek clarification through their personnel office.

* 1. **Conformance to Laws**

Employees shall obey the laws of the United States and the Commonwealth of Massachusetts. Any employee who is convicted of a crime of misconduct relating to his/her employment shall be subject to discipline.

Any employee who has been indicted, charged or arrested for a serious crime of misconduct supported by a judicial finding of probable cause in a preliminary hearing when the nature of the charge with its attendant publicity reasonably gives rise to legitimate fear for the safety of the citizens of the Commonwealth, it’s clients, consumers, or employees the property of the Commonwealth, or jeopardizes the public trust in the ethical standards of agency/departmental employees or undermines the trust in the integrity of the Commonwealth's system of tax administration or the administration of other laws of the Commonwealth, may also be subject to suspension without pay or other employee benefits, pending resolution of the case.

If a guilty finding is entered against the employee, whether by plea, jury or bench verdict, or if the employee pleads nolo contendere, has his/her case filed or continued without a finding, is granted immunity from prosecution, further disciplinary action, including termination, may be taken if the crime of misconduct related to his/her employment. If the employee is found not guilty, or the case is nolle prosequi or dismissed, the employee shall be immediately reinstated to employment retroactive to the date of suspension without loss of wages or other employee benefits.

* 1. **Conformance to Policies, Procedures and Directives**

Employees shall comply with all of the policies and operating procedures of the agency/department in which they work. This requirement includes, but is not limited to all agency/departmental policies and procedures. Employees shall adhere to the work- related directives of their supervisors.

* 1. **Conduct, Attitude and Demeanor**

Employees are expected to conduct themselves in their official relations with the public and with their fellow employees in a manner, which will enhance public respect for, and confidence in the employee and in the Commonwealth as a whole. They must not only perform their duties in a wholly impartial manner, but must avoid any conduct, which gives the reasonable basis for the impression of acting otherwise.

Specifically, all employees shall avoid any action, which may result in or create the reasonable basis for the impression of:

* + 1. using public office for private gain;
    2. giving preferential treatment to any citizen;
    3. making work-related decisions contrary to agency/departmental policy;
    4. using one's official position to harass, intimidate or exploit any person or entity inside or outside the course of official duties;
    5. using one’s official position to obtain a private advantage to which the employee is not otherwise entitled or in disregard of the best interests of the Commonwealth and/or its clients or consumers.
  1. **Administrative Inquiries**

Employees must respond promptly and fully to all administrative inquiries.

* 1. **State Ethics Commission Financial Disclosure Requirements**

Employees who are required to file a "Statement of Financial Disclosure” with the State Ethics Commission, under the provisions of M.G.L. Chapter 268B, shall do so in a timely manner as prescribed by the State Ethics Commission. The State Ethics Commission will notify each employee who is required to file such a statement.

#### CONFLICT OF INTEREST

The necessity for the fair and impartial administration of state government and the enforcement of its laws makes the avoidance of any conflict of interest of primary importance. A conflict of interest is a situation in which an employee's private interest, usually financial, conflicts or raises a reasonable question of conflict with his/her official duties and responsibilities.

* 1. Chapter 268A of the General Laws provides civil and criminal penalties for conflict of interest violations. The following three general categories of prohibitions are to be used as guidelines for your information. (Chapter 268A of the General Laws offers specific details).
     1. No employee may request or receive, in any manner whatsoever, compensation or any thing else of value, except from the Commonwealth:
        1. for performance of his/her duties; or (b) for influencing or appearing to influence such performance.
     2. No employee may participate in any official action relating to any entity in which the employee or a member of his/her immediate family has a financial interest.
     3. No employee may participate in any official action relating to any individual with whom or entity in which the employee has a substantial personal interest.

Employees have an obligation to avoid scrupulously the potential conflicts of interest, which exist in their employment. They have a duty to disclose and report promptly the existence or possible existence of a conflict of interest to their agency head or his/her designee. They should request from their supervisor the transfer from their caseload of any case which involves their immediate family, close friend or any person with whom or entity in which they have some personal or financial involvement.

In addition, they have a right under law to have any question relating to a possible conflict of interest confidentially reviewed and decided by the State Ethics Commission. Information regarding the filing of a conflict of interest request with the State Ethics Commission is available from the agency head or his/her designee or from the Ethics Commission directly.

* 1. In addition, to the sanctions referred to above, M.G.L. Chapter 268A, Section 23 also prescribes and describes certain “Standards of Conduct”.

Violations of these standards are subject to appropriate disciplinary action. All employees are required to abide by the spirit as well as the letter of these standards, which provide as follows:

"No current officer or employee of a state, county, or municipal agency shall:

* + 1. accept other employment, which will impair his independence of judgment in the exercise of his official duties;
    2. use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others;
    3. by his conduct give reasonable basis for the impression that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is unduly affected by the kinship, rank, position or influence of any party or person.” G.L. c. 268A,§23 (b).

“No current or former officer or employee of a state, county or municipal agency shall:

1. accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority;
2. improperly disclose materials or data within exemptions to the definition of public records as defined by Section Seven of Chapter Four of the General Laws, and were acquired by him in the course of his official duties nor use such information to further his personal interests.” G.L. c. 268A, §23(c).

These rules with respect to conflict of interest are in addition to, and supplement, state policies and agency/departmental rules, regulations and operating procedures that may otherwise apply to the official actions of employees.

(In the event that the Appointing Authority, or his/her designee, approves a particular activity and the Ethics Commission subsequently determines that such activity is a conflict of interest, the Appointing Authority will not discipline the employee for such activity. However, only the Ethics Commission, and formerly the Attorney General, have the authority to issue an opinion interpreting M.G.L. Chapter 268A, which is binding).

1. **GIFTS AND GRATUITIES FROM OUTSIDE SOURCES**
   1. **General Limitations**

Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, from a person who or entity which, the employee knows or has reason to know:

* + 1. Has, or is seeking to obtain, contractual or other business or financial relations with his/her agency/department;
    2. Conducts business or other activities which are regulated or monitored by the agency/department, except as permitted by this Section or by agency/departmental directives; or
    3. Has interests that may be or give the reasonable impression of being substantially affected by the performance or non-performance of the employee’s official duties.
  1. **Exceptions**

The restrictions set forth in paragraph A of this Section do not apply to:

* + 1. Obvious family or personal relations when the circumstances make it clear that those relationships, rather than the business or the persons concerned, are the motivating factors behind any gift or gratuity.
    2. The acceptance of food or refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon, dinner or other meeting attended for educational, information or other similar purposes. However, agency/departmental employees are specifically prohibited from accepting free food or other gratuity except non-alcoholic beverages (coffee, tea, etc.), while on official business, from persons with whom they have contact in the performance of their official duties.
    3. The acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of employees, such as home mortgage loans, automobile loans, personal loans, etc., provided that the employee does not deal with that institution in the course of his/her official duties. However, if dealing with such banks or financial institutions is unavoidable, the employee must disclose dealings to the appropriate authority in writing prior to engaging in such dealings.
    4. The acceptance of unsolicited advertising or promotional materials such as pens, pencils, notepads, calendars, and other items of nominal value.
    5. The acceptance of an award or gift of nominal value for a speech, participation in a conference, or some public contribution or achievement given by a charitable, religious, professional, social, fraternal, educational, recreational, public service or civic organization, if such organization falls within Paragraph A above.
    6. Acceptance of reimbursement, in cash or in kind, for travel subsistence and other expenses incident to attendance at meetings, provided such attendance and reimbursement is approved by the Appointing Authority or his/her designee. Such reimbursement can be made directly to the employee. An employee’s official business may not be reimbursed, and payment may not be made on his or her behalf, for excessive (e.g., reimbursement which exceeds actual cost) personal living expenses, gifts, entertainment, travel or other benefits. At no time shall an employee accept reimbursement from both the Commonwealth and another source for the same expenses.

1. **OUTSIDE EMPLOYMENT AND BUSINESS OPPORTUNITY**
   1. **Introduction: Principles**

The Commonwealth seeks to give employees the maximum freedom possible to engage in outside employment or business activities consistent with the Commonwealth’s responsibilities. However, the extremely sensitive mission of the Commonwealth and its employees necessitates certain restrictions. Employees may engage in outside employment or business activity provided such activity is not prohibited by these Standards or by any statute, regulation or departmental policy. An activity that is permissible for the occupant of one position may very well not be permissible for the occupant of another position. Therefore, in considering each case on its individual merits, the employee must satisfy the following principles:

* + 1. The outside activity would not place the employee in a situation where there is a conflict, or in a situation which gives the reasonable basis for the impression of a conflict, between his or her private interests and his or her official duties and responsibilities (see Section 5, above, "Conflict of Interest", for additional guidance).
    2. The outside activity would not result in use, dissemination or disclosure to others of confidential information obtained in connection with the employee's departmental duties or position.
    3. The nature of the employment or business activity or the employment or the hours to be devoted to such activity would not impair the employee's availability, capacity or efficiency for the performance of his/her official duties as an employee of the Commonwealth.
    4. Employees shall not engage directly or indirectly in financial transactions as a result of, or primarily relying on information obtained through their employment. In particular, they shall not use confidential information obtained in the course of their employment with the Commonwealth to obtain benefits, financial or otherwise for themselves, their families or others.
  1. **Activities Which Do Not Require Prior Notice**

1. **Introduction**

Employees are generally not required to submit written notice before engaging in outside activities, which are not considered to be employment or business related. Although it is not feasible to cover every specific activity of this nature, the general categories discussed below are furnished as basic guidelines.

1. **General Examples**
   1. Membership and uncompensated services (including holding of office) in civic, scout, religious, educational, fraternal, social, community, veterans, or charitable organizations.
   2. Services as a notary public or justice of the peace.
   3. Rental of employee-owned property, real or personal, to the extent such property is not rented to the Commonwealth of Massachusetts or any agency or subdivision thereof, or the lessee is not a subject of the employee’s official duties.
   4. Minor services and odd jobs for friends, relatives, or neighbors. These include a wide variety of activities, including: repair or maintenance work such as painting, yard work, carpentry, or services such as babysitting and carpools involving payment for transportation.
   5. Temporary (thirty (30) days or less) assistance in a family enterprise, in the event of an emergency such as the death or serious illness/accident to a member of the family engaged in that business.
   6. However, no employee shall without appropriate disclaimer stating that the employee does not speak for the agency/department, take an active part or become an advocate on behalf of a professional society in any conflict between such society and the agency/department.
   7. **SPECIFIC PROHIBITIONS AND RESTRICTIONS ON EMPLOYMENT**

**Outside Legal or Accounting Practice or Employment**

**General Prohibitions**

No outside legal or accounting practice is permitted which is in violation of M.G.L. c.268A. Specifically, employees are prohibited from receiving compensation from or acting as agent or attorney for anyone other than the Commonwealth in relation to any particular

matter in which the Commonwealth or a state agency is a party or has a direct and substantial interest.

To the extent that outside legal or accounting practice is permitted, it must not interfere with the effective performance of an employee’s official duties.

1. **DUTY TO REPORT VIOLATIONS OF LAW AND COMMONWEALTH EMPLOYMENT STANDARDS**
   1. **Generally**

Every employee is expected to maintain and uphold the integrity of the Department. In satisfying this requirement, it shall be the duty of every employee to report promptly and accurately violations of law that affect the administration of the Department or the tax laws of the Commonwealth to his or her agency/department head or designee. To the fullest extent possible, any such reports will be treated confidentially.

* 1. **Attempts to Bribe**

Bribery and attempted bribery are crimes, which strike at the core of state government. Employees should be constantly alert to solicitations to accept money, consideration, or anything of value in return for acts or omissions involving their official functions. Such solicitations may be indirect and subtle. Any attempt to bribe a departmental employee shall be reported immediately to the Appointing Authority or his/her designee.

1. **OTHER STANDARDS OF CONDUCT**
   1. **False Statement**

Proper functioning of the government requirements that the agency/department, the courts, other state agencies and the public be able to rely fully on the truthfulness of government employees in matters of official interest. An employee will be subject to disciplinary action up to and including termination for intentionally making false or misleading verbal or written statements in matters of official interest.

* 1. **Recommending Professional Assistance**

Employees may not recommend or suggest, specifically or by implication, to anyone that he/she obtain the services of any particular accountant, attorney or firm of accountants or attorneys, or any other person or professional or business organization in connection with any official business, which involves or may involve the agency/department.

* 1. **Public Records**

All requests for public records should be directed to the Appointing Authority or his/her designee, who shall determine whether the requested documents are public records in accordance with M.G.L. c. 4, Section. 7, cl. 26(c).

* 1. **Drugs and Alcohol**

While on duty no employee shall consume or use alcohol, intoxicants, narcotics, or controlled substances in any form. Similarly, no employee shall report for work under the influence of intoxicants, narcotics or controlled substances in any form. The provisions of this section shall not apply to circumstances in which the alcohol, intoxicants, narcotics, or controlled substances are being taken as prescribed by a licensed medical

professional, provided that said substances do not impede the employee’s ability to perform his/her normal job functions.

* 1. **Departmental Identification Cards, Badges, Etc.**

Agency/Departmental identification cards, badges and other identification or access cards or documents are for use only in establishing identity, authority or access in connection with official duties.

Agency/departmental identification cards or badges may be used for personal identification purpose when cashing checks or as proof of employment, such as when applying for a loan, for credit or when renting an apartment.

Employees are responsible for the safeguarding and proper use of agency/departmental identification cards, badges and access cards, for promptly reporting their loss and for surrendering them on termination of employment or demand by proper agency/departmental authorities.

Cards, badges or documents, or an employee’s official position or status, are not to be used to exert influence or obtain, either directly or indirectly, personal privileges, favors or rewards for themselves or others. Photo identification badges must be worn while at work in any agency, which requires them to be worn.

* 1. **Political Activities**

Employees are prohibited from using their offices or official duties to interfere with, affect or influence the results of a nomination or election for public office.

No such elected or appointed official may vote or act on any matter which is within the purview of the agency by which he/she is employed or over which such employee has official responsibility.

No employee shall solicit or accept funds or anything of value from any party, political committee, agency, person or organization for political purposes.

Employees are not prohibited from contributing to the campaign committee or organization for nomination or election of any individual running for public office or to any committee, agency, or organization for political purposes.

Employees are prohibited from campaigning for political office for themselves or others during normal working hours. Employees are prohibited from being a candidate for federal, state or full-time municipal office while on active duty.

Employees are prohibited from wearing a political or campaign button while on official agency/departmental business.

Employees shall abide by the provision of the following paragraph from M.G.L. c268A, Section 11 (c) which provides:

“This section shall not prohibit a state or county employee from holding an elective or appointive office in a city, town or district nor in any way prohibit such an employee from performing the duties of or receiving the compensation provided for such office”

* 1. **Legislative Requests and Inquiries**

All requests or inquiries from public officials or their staffs must be referred to the agency/department head or his or her designee before any action is taken, unless

employees are directed to handle such requests otherwise by the agency/department head or his or her designee. No employee shall use his/her official authority directly or indirectly to coerce, attempt to coerce, command, advise or prevent any person or body to pay, lend or contribute anything of value to any party candidate or political committee.

* 1. **Firearm/Deadly Weapons**

An employee shall not carry firearms or other dangerous weapons on his/her person during the performance of official duties or on work premises, except as specifically authorized by the Agency/Department head or his/her designee. An employee authorized to carry a firearm is forbidden to display it unnecessarily in public. All disciplinary actions will be taken in accordance with the provisions of applicable law or collective bargaining agreements.

* 1. **Requirement to Maintain Applicable License**

All employees are required to maintain applicable licenses in good standing at all time. Employees are responsible for the purchase of any and all materials educational or otherwise which are necessary to maintain and update his/her knowledge and skills as required for the successful performance of his/her job duties and responsibilities.

Any employee whose license has lapsed is obligated to notify the Appointing Authority. Failure to so notify will subject the employee to disciplinary action up to and including termination.

* 1. **Driving Privileges**

Employees who are required to use a motor vehicle in the performance of their job duties shall annually submit proof of a valid motor vehicle license to their Appointing Authority.

1. The provisions of these Standards shall not supersede any code of ethical conduct, agency policy, rule or regulation or standard currently in place at any agency that employs staff covered by this Agreement.

#### RECEIPT FORM FOR

**COMMONWEALTH EMPLOYMENT STANDARDS**

#### COMMONWEALTH OF MASSACHUSETTS ALLIANCE, AFSCME/SEIU, AFL-CIO

**UNIT 2**

#### \*\*\*RECEIPT\*\*\*

I hereby acknowledge that I have received a copy of the Commonwealth Employment Standards for Massachusetts ALLIANCE, AFSCME/SEIU UNIT 2 Employees. I also acknowledge that it is my responsibility as an employee of the Commonwealth to read the Commonwealth Employment Standards and to comply with their terms and conditions. I further acknowledge that I have discussed with my Appointing Authority designee or personnel office any questions as to the meaning of any provisions of the Standards unclear to me prior to signing this form.

Signature Date

Name in print

#### APPENDIX D

**LIST OF TITLES EXCLUDED FROM PROMOTION PROVISIONS OF ARTICLE 14**

As of the signing date of this Agreement, there are no titles in Appendix D.

#### APPENDIX E

**NON-SELECTION FORM**

Employee Name Address

Current Position Job Grade Title

Position Sought Job Grade Title

We regret to inform you that another applicant has been selected for the position you sought. That applicant has been selected for one or more of the following reasons:

( ) 1. Ability to do the job

( ) a. Licenses or Registration – in positions where licenses or registration is required in the job specification or by a state-approving agency, applicant must possess adequate license or certificate of adequate registration on the date application is made.

( ) 2. Work history

( ) 3. Experience in related work

( ) 4. Education and training directly related to the duties of the vacant position

( ) 5. In the event that two or more applicants are considered approximately equal in accordance with the foregoing factors, then length of service within the appropriate work unit(s) shall be the deciding factor.

Comments:

This notice is for the purpose of meeting the notice requirements of Article 14, Section 2E. It does not preclude either party from raising other issues under the provisions of Article 23A of the Agreement.

BY: SUPERVISOR

#### APPENDIX F

Step #

Union & Local #

Bargaining Unit #

**GRIEVANCE REPORT**

Grievant(s): Soc. Sec. #: Job Title: Agency: Facility/Region: Work Location: Agency Start Date (if known): Manager:

Employer is in violation of Article(s) and other relevant provisions of the Agreement.

**STATEMENT BY GRIEVANT OR UNION**

The '"statement" should include: (1) nature of the contract violation; i.e., what action did the Employer take, or fail to take, which violated the Contract; (2) the date(s) of the violation and, where appropriate as in promotions, demotions, transfers, reassignments, etc., the relevant title(s) and work location(s). (Use additional sheets of paper, if necessary.)

**RELIEF OR REMEDY SOUGHT**

Grievant’s Signature Date Steward/Union Representative Date

Signature

In accordance with Articles 23 and 23A, all disciplinary grievances must also include the following completed form.

**CONFIRMATION OF FORUM**

I wish to submit the attached grievance under Article 23A, Grievance Procedure and Article 23, Arbitrations of Disciplinary Action, appealing my demotion, suspension or discharge effective on and pursuant to Article 23, Section 4 of the Agreement between the Alliance and the Commonwealth of Massachusetts dated . I understand that if I appeal this disciplinary action to any other forum, excluding the Labor Relations Commission, my grievance shall be considered withdrawn. I confirm that I have not initiated any other appeal of this disciplinary action.

DATE

EMPLOYEE SIGNATURE

UNION REPRESENTATIVE SIGNATURE

#### APPENDIX G-1

**REQUEST FOR MEDICAL VERIFICATION FORM**

AGENCY LETTERHEAD

Date:

Dear :

Pursuant to the provisions of Article 8 of the Agreement, it is requested that you submit satisfactory medical evidence for your recent time away from work on the following dates (list dates) . Medical verification is being requested because (list reasons) .

Failure to produce such medical evidence by (date) may result in denial of sick leave compensation for the following dates:

In order to be considered satisfactory, the medical verification must include:

1. the date you were personally examined by your physician, physician assistant, nurse practitioner, chiropractor or dentist;
2. the nature of your illness or incapacity (confidential illness or injury requires completion of the confidential illness certification found on the back of this notice);
3. a statement that you were incapacitated from work due to illness or injury on the day(s) for which verification is requested;
4. the estimated date of your return to work; and
5. the original signature of the health care professional who examined you on his/her letterhead containing his/her address and phone number.

Please be reminded that failure to submit this medical verification may result in denial of sick leave compensation. If you have any questions, please contact me.

Sincerely,

Signature of Supervisor/Manager

cc: Personnel File

#### APPENDIX G-2

The information requested on this document must be provided on the letterhead of the attending Medical Provider

#### CONFIDENTIAL ILLNESS CERTIFICATION

I, (Medical Provider) , as the medical provider for (Employee) ,

have reviewed his/her position description (Form 30) and certify that he/she was (circle one) unable / able to perform his/her duties on (Dates) because he/she was incapacitated by personal illness or injury.

After reviewing the attached Form 30, the above referenced employee was unable to perform (specify the duty or duties that the employee could not perform)

This employee was / is capable of returning to work commencing .

Medical Provider

Print Name

Signature

Address

Phone

# APPENDIX G-3

**COMMONWEALTH OF MASSACHUSETTS CERTIFICATION OF HEALTH CARE PROVIDER FOR EMPLOYEE’S SERIOUS**

# HEALTH CONDITION (FMLA)

### SECTION I: For Completion by the EMPLOYER

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee’s health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact:

Employee’s job title: Regular work schedule:

Employee’s essential job functions: Check if job description is attached:

### SECTION II: For Completion by the EMPLOYEE

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name:

First Middle Last

### SECTION III: For Completion by the HEALTH CARE PROVIDER

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider’s name and business address:

Type of practice / Medical specialty:

Telephone: ( ) Fax: ( )

### Part A: MEDICAL FACTS

1. Approximate date condition commenced:

Probable duration of condition:

### Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition?

No Yes

Was medication, other than over-the-counter medication, prescribed? No Yes Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)? No Yes If so, state the nature of such treatments and expect treatment:

1. Is the medical condition pregnancy? No Yes If so, expected delivery date:
2. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: No

Yes.

If so, identify the job functions the employee is unable to perform:

1. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

### PART B: AMOUNT OF LEAVE NEEDED

1. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition,

Including any time for treatment and recovery? No Yes

If so, estimate the beginning and ending dates for the period of incapacity:

1. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee’s medical condition? No Yes

If so, are the treatments or the reduced number of hours of work medically necessary? No

Yes

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

hour(s) per day; days per week from through

1. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her

job functions? No Yes

Is it medically necessary for the employee to be absent from work during the flare-ups?

No Yes. If so, explain:

Based upon the patient’s medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: times per week(s) month(s) Duration: hours or day(s) per episode

### ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:

**Signature of Health Care Provider Date**

# APPENDIX G-4 COMMONWEALTH OF MASSACHUSETTS

**CERTIFICATION OF HEALTH CARE PROVIDER FOR FAMILY MEMBER’S SERIOUS HEALTH CONDITION (FMLA)**

### SECTION I: For Completion by the EMPLOYER

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees’ family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact:

### SECTION II: For Completion by the EMPLOYEE

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29

C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

## Your name:

Name of family member for whom you will provide care:

## First Middle Last

Relationship of family member to you:

If family member is your son or daughter, date of birth:

Describe care you will provide to your family member and estimate leave needed to provide care:

## Employee Signature Date

### SECTION III: For Completion by the HEALTH CARE PROVIDER

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider’s name and business address:

Type of practice / Medical specialty:

Telephone: ( ) Fax:( )

# PART A: MEDICAL FACTS

## Approximate date condition commenced:

Probable duration of condition:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? No Yes . If so, dates of admission:

Date(s) you treated the patient for condition:

Was medication, other than over-the-counter medication, prescribed? No Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? No

Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? No Yes. If so, state the nature of such treatments and expected duration of treatment:

1. Is the medical condition pregnancy? No Yes. If so, expected delivery date:
2. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

**PART B: AMOUNT OF CARE NEEDED:** When answering these questions, keep in mind that

your patient’s need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care.

1. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes

Estimate the beginning and ending dates for the period of incapacity:

During this time, will the patient need care? No Yes

Explain the care needed by the patient and why such care is medically necessary:

1. Will the patient require follow-up treatments, including any time for recovery? No

Yes

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary:

1. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No Yes

Estimate the hours the patient needs care on an intermittent basis, if any:

hour(s) per day; day(s) per week from through

Explain the care needed by the patient, and why such care is medically necessary:

1. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? No Yes

Based upon the patient’s medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: times per week(s) month(s) Duration: hours or day(s) per episode

Does the patient need care during these flare-ups? No Yes

Explain the care needed by the patient, and why such care is medically necessary:

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:**

**Signature of Health Care Provider Date**

#### SUPPLEMENTAL AGREEMENT A

Whereas, the parties to the above collective bargaining Agreement seek to clarify the understanding reached during negotiations regarding ARTICLE 14 and ARTICLE 18, it is agreed as follows:

The provisions contained in ARTICLE 14 and ARTICLE 18 shall not be construed to impede the implementation of affirmative action programs developed by departments/agencies in accordance with the goals set forth in ARTICLE 6.

#### SUPPLEMENTAL AGREEMENT C

Whereas, the parties wish to clarify the following item in regard to ARTICLE 14, Section 1, first Paragraph, second sentence, as it relates to Civil Service positions as follows:

It is not the intent of the Employer to exempt positions from this Article as "those reasonably anticipated to be for less than one year ..." for all Civil Service vacancies anticipated to be filled until it can be shown that a certified list is imminent.

#### SUPPLEMENTAL AGREEMENT E-1

**for the**

#### MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

**and the**

#### DEPARTMENT OF CONSERVATION AND RECREATION

WHEREAS, the Massachusetts Department of Transportation and Department of Conservation and Recreation and the ALLIANCE, SEIU Local 888 and AFSCME Local 1009 seek to clarify understandings reached by the parties during negotiations for a successor agreement to the 1986-1989 ALLIANCE Agreement concerning the application and interpretation of the provisions of Article 20, as this Article applies to the Massachusetts Department of Transportation, it is agreed as follows:

1. The Massachusetts Department of Transportation and DCR fully recognize their responsibility to provide a safe and healthy work environment for all of their employees.
2. The Massachusetts Department of Transportation and DCR fully recognize that certain of their operations require the presence of specific traffic control devices, and will endeavor to ensure that appropriate and functional devices are employed in the course of such operations.
3. The Massachusetts Department of Transportation and DCR fully recognize the importance of adequate safety training and shall endeavor not to assign employees to operations or tasks unless those employees are adequately oriented toward such operations or tasks.

#### SUPPLEMENTAL AGREEMENT G

**covering the**

#### MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

**Section 1.**

The labor-management committee established pursuant to Article 20, Section 13 of this Agreement shall convene within the Massachusetts Department of Transportation. In addition to the objectives described therein, the Committee shall review and make recommendations on the Departmental Safety Manual.

#### Section 2.

There shall be, within the Massachusetts Department of Transportation, an ad hoc committee comprised of an equal number of management and union representatives to discuss the implementation of a consistent tool policy for mechanics within the Department. This committee shall meet within sixty (60) days of the signing of this Agreement, and not less than monthly thereafter. The results of the committee's deliberations shall be presented to the Commissioner for his/her consideration.

#### SUPPLEMENTAL AGREEMENT H

**covering the**

#### DEPARTMENT OF CONSERVATION AND RECREATION

The Commonwealth of Massachusetts acting through the Human Resources Division and the Alliance, AFSCME, Council 93, AFL-CIO agree to the following procedures for the implementation of Supplemental Agreement H of the collective bargaining Agreement.

1. As early as possible, management will provide a statement of staffing intentions at each skating rink (identifying which positions will remain/leave) for the off-season.
2. As early as possible prior to facility shutdown, management will provide a list of opportunities for transfer (as defined in #3 below). The list shall be compiled on a statewide basis. The Department will make every effort to provide regional opportunities within the statewide list. The list will not include positions identified for recall of long-term seasonals.
3. For purposes of this Agreement, a "transfer" will be considered to be a move in position to an assignment of either equivalent grade or equivalent function.
4. Transfer bids will be granted on the basis of seniority in the Department from among those employees considered by the Appointing Authority to be qualified to perform the duties of the position. Prior to a promotion, transfer bids will be first considered.
5. Choice of shift and days off among transfer, seasonal promotion and other seasonal employees will be determined by seniority in the Department.

#### SUPPLEMENTAL AGREEMENT I

WHEREAS, the parties to the above collective bargaining Agreement seek to clarify the understanding reached during negotiations regarding the use of a secondary wage rate within the Massachusetts Department of Transportation, the Conservation and Recreation, and the Department of Fish and Game so called "blue sheeting"; and

WHEREAS, the parties recognize such blue sheeting is required under certain conditions; NOW THEREFORE the following understanding, has been reached:

1. The Employer agrees that "blue sheeting" will be utilized only where necessary, and not for the purpose of avoiding the filling of permanent positions.
2. The Union agrees that the Employer has the right and need to use blue sheeting where it feels that to do otherwise would adversely affect the operations of the Departments and the Public such as in the case of snowstorms and other hazardous conditions.
3. The parties agree to establish a Labor/Management Committee composed of the Departments, the Human Resources Division and the Unions to develop practicable ways and means to put into effect the understandings contained herein.
4. The committee shall begin meeting within sixty (60) days of the effective date of the Agreement. It shall meet monthly and remain operative for one (1) year after it commences its first meeting.

#### SUPPLEMENTAL AGREEMENT J

The terms of this Supplemental Agreement shall be the exclusive vehicle for granting holiday and leave benefits for seasonal employees. The terms of this Supplemental Agreement supersede any other provisions of the Agreement as they apply to seasonal employees.

1. A. Summer seasonal employees are those whose employment commences prior to the second Sunday before Memorial Day and whose employment continues beyond the Saturday following Labor Day.

B. Seasonal employees, except as limited above, shall be those employees hired on a seasonal basis whose employment is for a period of ninety (90) consecutive days or more.

1. A. Seasonal employees shall accrue sick days in the same manner as other employees except that sick leave accrued during an employee’s first season of work shall not be credited or used until the first working day

of said person’s second season of employment.

1. Such employees shall accrue vacation days on a pro rata basis which shall be credited on the first working day of the employee's second or subsequent season of employment.
2. Such employees shall receive holiday benefits as outlined in the contract.
3. Such employees shall accrue pro-rated personal leave, which shall be credited on the first working day of the second or subsequent season based on work performed during the previous season. (Based on two hours leave for each full calendar month of service.)
4. Persons whose summer seasonal employment commences on or after the second Sunday before Memorial Day and terminates prior to the Sunday following Labor Day shall not be covered by the terms of the collective bargaining Agreement.

#### MEMORANDUM OF UNDERSTANDING

**Regarding Essential Functions**

The Alliance and the Commonwealth agree and understand that the essential functions study of classification titles and specifications is critical to the Commonwealth's compliance with the Americans with Disabilities Act. The parties further agree and understand that the results of said study may necessitate alterations in the classification structure of Bargaining Unit 2. The parties further agree and understand that:

HRD shall confer with the Alliance regarding Unit 2 job specifications developed pursuant to the Essential Functions Study through the committee established under Article 17A, Section 2 of this Agreement or through an alternate committee established by mutual consent of the parties. Pursuant to Article 17, HRD shall determine job titles, the relationship of one classification to the others, and job specifications by the end of the calendar year or upon mutual agreement of the parties; and

Should the parties agree that job grade placement for Unit 2 positions resulting from the Essential Functions Study require funding, such funding will be discussed as part of negotiations for a successor Collective Bargaining Agreement.

Signed on this day, , the day of , 2004.

For the Alliance: For the Commonwealth:

#### MEMORANDUM OF UNDERSTANDING

**Clarifying the Calculation of Overtime Compensation for Part-Time Employees**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division, and the Alliance. This memorandum reflects a clarification of Article 7, Section 2 of the Alliance Agreement concerning payment of overtime for employees who are regularly scheduled to work fewer than forty (40) hours per week.

* 1. An employee whose regular work week is less than forty (40) hours shall be:
     1. compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular workweek, and,
     2. compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of forty (40) hours in a workweek.
  2. Except as outlined in Article 7, Section 2, Paragraph D of the Agreement, paid sick leave shall not be considered time worked for the purpose of calculating any overtime compensation.
  3. An employee whose regular work week is less than forty (40) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8) hours in his/her regular work day except that:
     1. an employee whose regular work day is more than eight (8) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular work day and,
     2. as outlined in Article 7, Section 2, Paragraph D of the Agreement any paid sick leave used during that payroll period shall be excluded from such overtime calculations.

#### MEMORANDUM OF UNDERSTANDING

**Concerning Work Hour Travel**

The parties agree to establish a labor-management committee which shall consist of up to four (4) representatives designated by the Union and up to four (4) representatives designated by the Employer who will discuss parking, tolls, and increased access to the Commonwealth's motor vehicle pool for those employees who are required to conduct work-hour travel as part of their regular job duties where such travel includes parking and toll expenses which exceed the mileage reimbursement allowed pursuant to Article 11, Section 1A of this Agreement.

#### MEMORANDUM OF UNDERSTANDING

**Regarding Direct Deposit**

The Commonwealth of Massachusetts through the Human Resources Division (HRD) and the Union are parties to a Collective Bargaining Agreement, which provides for employees covered by the terms and conditions of the Agreement to have their salaries directly transferred electronically. Whereas the Union has expressed concern that not all members would be able to avail themselves of the electronic transfer because of severe hardship, the Parties agree as follows:

1. All employees will have their net salary checks electronically forwarded to an account or accounts selected by the employee.
2. In the extraordinary event that the Union asserts that an employee cannot comply with the Collective Bargaining Agreement relative to the electronic transfer due to severe hardship such as inability to access a bank, financial institution or ATM as a result of an employee's work hours, distance from home or work site or other reasons related thereto, or in a case of domestic violence where a person purposely does not want to have an account for safety reasons, the Union shall petition the Human Resources Division for a Direct Deposit Special Exemption.
3. The Human Resources Division shall review the request for the Direct Deposit Special Exemption filed by the Union and will notify the Union of its finding.
4. The Parties agree that no other appeal may be commenced by the employee or the Union relative to the Direct Deposit Special Exemption and further, that this Memorandum is not grievable and is inarbitrable.

Signed this day of , 2000:

For the Alliance: For the Commonwealth:

#### MEMORANDUM OF UNDERSTANDING

**Concerning Articles 23 and 23A**

In an effort to support the efficient and expeditious handling of the grievance/arbitration procedures outlined in Articles 23 and 23A, the parties agree that:

* 1. The parties will meet in an effort to develop mutually agreeable and compatible grievance tracking systems; and,
  2. The parties shall meet in an effort to develop mutually agreeable time frames within which the parties will attempt to process arbitrations, including, but not limited to, the selection of arbitrators and the scheduling of, and the hearing of, arbitration cases.

#### MEMORANDUM OF UNDERSTANDING

**Concerning Adoption Assistance**

The parties agree that employees covered by this Collective Bargaining Agreement will be permitted to participate in the Employer's adoption assistance program.

#### MEMORANDUM OF AGREEMENT

**Regarding SEIU Local 888 and AFSCME Local 1009 Employees in the Massachusetts Department of Transportation and the Department of Conservation and Recreation**

This Memorandum of Agreement is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division (HRD), and the Alliance, Unit 2.

The parties agree that, in substitution of Paragraph D of Section 7.2 of Article 7 of the January 1, 2000 to December 31, 2002 Commonwealth-Alliance Collective Bargaining Agreement, the following shall apply to SEIU Local 888 and AFSCME Local 1009 employees in the Massachusetts Department of Transportation and Department of Conservation and Recreation:

With the exception of paid sick leave, all time for which an employee is on full pay status shall be considered time worked for the purpose of calculating overtime compensation. However, paid sick leave used by an employee during the same work week in which he/she is required to work overtime because of an emergency shall be considered time worked for the purpose of calculating overtime compensation for that work week, provided that nothing herein shall interfere with the Employer’s right to request satisfactory medical evidence under the terms of Article 8, Section 1 of said Agreement.

Signed this day of , 2000:

For the Alliance: For the Commonwealth of Massachusetts:

#### MEMORANDUM OF UNDERSTANDING

**between the COMMONWEALTH OF MASSACHUSETTS**

#### and the

**ALLIANCE, AFSCME-SEIU, AFL-CIO UNIT 2**

#### Regarding Recruitment and Retention

The parties agree to establish a labor-management committee to identify Unit 2 titles with recruitment and retention concerns and make recommendations to address these concerns. The committee shall consist of up to four (4) representatives selected by the Union and up to four (4) representatives selected by the Employer. The committee shall meet upon request of either party.

For the Commonwealth: For the Union:

Date: Date:

#### MEMORANDUM OF UNDERSTANDING

**between the COMMONWEALTH OF MASSACHUSETTS**

#### and the

**ALLIANCE, AFSCME-SEIU, AFL-CIO UNIT 2**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division and the Alliance, AFSCME-SEIU, AFL- CIO. Contingent on compliance with all federal and state regulations, and as soon as is administratively feasible for the Employer, the Commonwealth agrees to deduct the permissible cost of MBTA passes from the employee’s salary on a pre-tax basis for all employees who wish to participate in such a program.

For the Commonwealth: For the Union:

Date: Date:























1. All provisions of the collective bargaining agreement for the term July 1, 2011 to June 30, 2014 that relate to the monthly accrual of paid sick leave shall remain in effect until bi-weekly leave accrual is implemented as provided in this Agreement. [↑](#footnote-ref-1)
2. All provisions of the collective bargaining agreement for the term July 1, 2011 to June 30, 2014 that relate to the monthly accrual of vacation leave shall remain in effect until bi-weekly leave accrual is implemented as provided in this Agreement. [↑](#footnote-ref-2)