



MassDOT and Unit E Successor Collective Bargaining Agreement July 1, 2020-June 30, 2023 – Contract Authorization

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OVERVIEW:



- In May 2021, MassDOT began negotiations with the Coalition of MassDOT Unions for Unit E, which consists of the Massachusetts Organization of State Engineers and Scientists (“MOSES”) and United Steelworkers Local 5696 (“USW Local 5696”) for a succession to the Unit E July 1, 2017-June 30, 2020 collective bargaining agreement (“CBA”).
- On October 21, 2021, MassDOT executed a Memorandum of Agreement with Unit E (“MOA”) for a successor agreement. In October 2021, the Unit E membership ratified the MOA authorizing Unit E to move forward with the CBA.
- MassDOT estimates the financial impact required under the proposed 2020-2023 CBA to be approximately \$20,075,000 in new base salary compensation for Unit E members (1,344 Employees). MassDOT seeks the Board’s approval to adopt the proposed Unit E 2020-2023 MOA for a successor CBA.
- The substantive changes proposed as outlined in the MOA for the July 1, 2020- June 20, 2023 collective bargaining agreement are summarized below.

WAGES: The MOA modifies the Salary Rate provision at Article 12, Section 12.1 and provides salary increases as follows:

- **1st Year** -
 - 2.5% salary increase
 - One-time payment equal to 1.5% of an employee's annual salary with a minimum payment of \$1,000
- **2nd Year** - 2% salary increase
- **3rd Year** – 2% salary increase
- **Resolution of PFML Employee Contribution Dispute:**
 - The MOA acknowledges 0.5% of the salary increase in Year 1 is meant to satisfy any obligation MassDOT may have associated with employee PFML contributions which MassDOT implemented around October 2019.
 - MassDOT unions disputed the implementation of employee PFML contributions. The union agrees to waive any rights to pursue any legal claims and to withdraw any pending claims associated with employee PFML contributions.
 - If the Massachusetts Department of Family and Medical Leave ("DFML") establishes a maximum allowable employee contribution rate above 0.5%, upon the union's request, the parties shall bargain over the impact of that contribution rate.
- **Fiscal Impact** - Under the 2020-2023 Agreement, Unit E's membership would receive up to a total of approximately \$20.075M in new base compensation assuming a Bargaining Unit headcount of 1,344 employees.

UNION SECURITY: Article 3, Section 3.2 provides how a covered employee may consent and withdraw consent to the deduction of union due from their wages.

- The MOA modifies the union security provision by adding clarifying language that an employee may withdraw consent for dues deductions in accordance with:
 1. Terms of the membership and dues agreement between the employee and the Union and with the laws of the Commonwealth
 2. The Laws of the Commonwealth of Massachusetts

SICK LEAVE: Article 8, Section 8.1 outlines when MassDOT may request medical documentation associated with employee sick leave use.

- The MOA modifies the circumstances after which MassDOT may request medical documentation. The new language is designed to be consistent with Massachusetts sick leave laws and provide clarification to covered employees and managers. The MOA:
 1. Provides medical documentation may be requested after 5 days, changed from 3 sick days
 2. Clarifies that the qualifying sick days must be “unforeseen and undocumented”
 3. Extends the look back period for review from 60 to 90 days

PAID FAMILY and MEDICAL LEAVE (“PFML”) The MOA adds a new section, Section 8.14 , regarding the PFML benefit. The new section establishes that PFML leave that does not otherwise qualify for leave under the contract or the federal Family Medical Leave Act (FMLA) shall be used concurrently and not exceed 12 weeks as provided under FMLA and federal law.

JUNETEENTH INDEPENDENCE DAY HOLIDAY: The MOA adds the Juneteenth Independence Day holiday to the list of holidays under Article 10, Section 10.1 of the CBA.

DURATION: The MOA modifies the Duration Provision at Article 30 to extend the CBA for three years from July 1, 2020 through June 30, 2023.

NEGOTIATIONS SUMMARY: Bargaining Units A, B, C, and D – July 1, 2020-June 31, 2023 CBAs

- **Negotiations for Units A, B, C and D began in May 2021.**
 - **Unit A** – Represented by NAGE Local R1-292, Approx. 568 members
 - **Unit B** – Coalition of MassDOT Unions for Unit B – Teamsters Local 127, NAGE Local R1-219, AFSCME Council 93, Local 2948, SEIU Local 888, USW Local 5696, Approx. 336 members
 - **Unit C** - Coalition of MassDOT Unions for Unit C – Teamsters Local 127, NAGE Local R1-219, AFSCME Council 93, Local 2948, SEIU Local 888, USW Local 5696, IBEW Local 103, Approx. 286 members
 - **Unit D** - Coalition of MassDOT Unions for Unit D – NAGE, USW Local 5696, Teamsters Local 127, IBEW Local 103, Approx. 784 members.
- **Units A and D** - On August 11, 2021, MassDOT executed MOAs with for Units A and D for 2020-2023 CBAs which were approved by the Secretary. Funding for the Units A and D contracts has been appropriated and the wage adjustments and retroactive payments were implemented beginning in November 2021.
- **Units B and C** – On December 24, 2021, MassDOT executed MOAs with Units B and C which were approved by the Secretary. Both Units are currently seeking ratification of the contracts with their memberships and anticipate the vote results within a week or so.

Units A-D 2020-2023 CBAs for Units settled with substantively similar terms as Unit E as summarized below:



1. **WAGES:** *1st Year* - 2.5% salary increase, One-time payment equal to 1.5% of an employee's annual salary with a minimum payment of \$1,000; *2nd Year* - 2% salary increase; *3rd Year* – 2% salary increase.
2. **UNION SECURITY:** The MOAs modify the union security provision by adding clarifying language that an employee may withdraw consent for dues deductions in accordance with 1) Terms of the membership and dues agreement between the employee and the Union and 2) the laws of the Commonwealth.
3. **SICK LEAVE – DOCUMENTATION:** The MOAs modify the circumstances after which MassDOT may request medical documentation. The new language is designed to be consistent with Massachusetts sick leave laws and provide clarification to covered employees and managers.
4. **PAID FAMILY and MEDICAL LEAVE ("PFML"):** The MOAs add a new section regarding the PFML benefit. The new section establishes that PFML leave that does not otherwise qualify for leave under the contract or the federal Family Medical Leave Act (FMLA) shall be used concurrently and not exceed 12 weeks as provided under FMLA and federal law.
5. **JUNETEENTH INDEPENDENCE DAY HOLIDAY:** The MOAs add the Juneteenth Independence Day holiday to the CBAs.
6. **WORKWEEK AND WORK SCHEDULES (Units B and C):** The MOAs for Units B and C added new language providing that MassDOT will seek qualified volunteers for a change in work schedule and assign based on seniority.
7. **MAINTAINING REQUIRED LICENSURES/CERTIFICATIONS (Units B and C):** Incorporated and clarified an existing agreement providing that MassDOT shall bear the cost of required license/certification renewals.
8. **SAFETY AND HEALTH (Unit C):** MassDOT prescribes certain work clothing for Motor Equipment Mechanics (MEM classification) and Welder/Mechanics, the MOA clarifies that MassDOT shall provide and launder such uniforms at its expense.
9. **DURATION:** The MOAs extend the CBAs for three years from July 1, 2020 through June 30, 2023.

FISCAL IMPACT – Units A- D 2020-2023 Collective Bargaining Agreements – New Base Salary Compensation:

- **Unit A** –\$4.9M, Approx. 568 members
- **Unit B** –\$3.7M, Approx. 336 members
- **Unit C** -, \$3.6M, Approx. 286 members
- **Unit D** – \$9.3M, Approx. 784 members

Board Vote Language

IT IS VOTED:

That the Secretary of Transportation, or his designee, is hereby authorized to enter into a Collective Bargaining Agreement with the Coalition of Massachusetts Department of Transportation Unions for Unit E, for the term from July 1, 2020 through June 30, 2023, and to execute any necessary or ancillary documents in the name and on behalf of the Massachusetts Department of Transportation to effectuate this Agreement.