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

July 1, 2013 through June 30, 2014

The parties agree to the following changes to the Massachusetts Department of Transportation ("MassDOT") and the Coalition of MassDOT Unions ("CMU") for Unit B for July 1, 2009 through June 30, 2012. Moreover, in consideration of the provisions outlined below, all obligations arising under the provisions in Section 12.1C in the 2009 – 2012 Collective Bargaining Agreement are hereby waived by the union. Except as modified herein or in some other writing between the parties, the provisions of the 2009-2012 agreement, together with all supplements and side letters including the Master Labor Integration Agreement dated December 28, 2010 shall continue in effect, unless or until modified by agreement of the parties or as might be otherwise provided by law.

1. The parties agree to amend the provisions of the current agreement and all other relevant Articles to reflect the substitution of the MassDOT as the employer for purposes of G.L. Chapter 150E in place of the Commonwealth of Massachusetts, Commissioner of Administration and Finance and all other agreed upon nomenclature changes.
2. The Preamble is amended by striking the current language and substituting the following in its place:

This collective bargaining agreement is entered this ~~11th~~ 17th ____ day of ~~February~~ January, 2009~~13~~ by the ~~Commonwealth of Massachusetts~~ **Massachusetts Department of Transportation**, acting through the Secretary/**Chief Executive Officer and his/her labor designee** ~~for Administration and Finance and his her/Human Resources Division~~, hereinafter referred to as the "Employer", or the ~~Commonwealth~~ **MassDOT** and by the ~~Alliance, AFSCME/SEIU, AFL-CIO,~~ **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 Locals 888 and 509 **Teamsters Local 127, Teamsters Local 25, and the United Steelworkers Local 5696**, and has as its purpose the promotion of harmonious relations between the Union and the Employer.

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3. Article 1- Recognition is amended at Section 1 by striking the current language and substituting the following in its place:

MassDOT recognizes the Union as the exclusive collective bargaining representative for all employees in job titles assigned to Bargaining Unit B, as set forth in Appendix A.

4. Article 1 – Recognition is amended at Section 2 by striking the current language and substituting the following in its place:

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.

5. Article 2-Union Security is amended at Section 4 by adding the following sentence after the last sentence as follows:

For purposes of this Article, the term union dues includes arrearages that accrue after the date employee signs a dues authorization card.

6. Article 2- Union Security is amended by adding a new Section 6 as follows:

Section 6.

- A. 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.
- B. 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.

7. Article 5- Union Business, shall be amended at Section 6. by striking the following language:

~~Upon the issuance of bi-weekly wages to workers in the bargaining units represented by the Alliance, the Employer will electronically forward a data file (MVEN002) to the Union for all employees whose job title is represented by the Alliance and for whom the Employer is providing contributions to the Health and Welfare Fund. This file shall contain:~~

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Unit B

- ~~Agency/Departmental Code~~
- ~~Social Security Number~~
- ~~Employee ID~~
- ~~Last Name~~
- ~~First Name~~
- ~~Middle Initial~~
- ~~Home Address~~
- ~~Date of Birth~~
- ~~Marital Status~~
- ~~Full/Part-time Code~~
- ~~Gender~~
- ~~State Service Date~~
- ~~Date Employee Started in Bargaining Unit~~
- ~~Bargaining Unit~~
- ~~Pay Title Code~~
- ~~Authorized Hours~~
- ~~Information Date~~
- ~~Action Date~~
- ~~Employee Status~~
- ~~Status Description~~
- ~~Confidential Code~~
- ~~Termination Date~~
- ~~Action Code~~
- ~~Action Reason Code~~
- ~~Account Number~~
- ~~Location Code~~
- ~~Division Number/Mail Drop~~
- ~~Calculated FTE~~
- ~~Grade~~
- ~~Step~~
- ~~Biweekly Salary Comp rate~~
- ~~Civil Service Seniority Date~~
- ~~Owned Job Code~~
- ~~Dept Entry Date~~
- ~~Effective Date~~
- ~~Step Entry Date~~
- ~~MA Dept Service Date~~
- ~~Hire Date~~
- ~~Rehire Date~~
- ~~MA State Service Date~~

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~~D. Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools (such as MS Access and the Commonwealth's Information Warehouse) that are commonly used by the Employer. These files may contain data, which describes the employee, their job, or personnel actions performed. The request for this data will not be unreasonably denied.~~

~~E. The Employer shall provide to the Union an updated listing of codes on a semi-annual basis.~~

8. Article 5- Union Business, is amended at Section 6 by inserting new paragraph C as follows:

C. MassDOT shall continue to provide the CMU and its constituent unions with the same or similar reports, information and documents provided since November 1, 2009.

9. Article 5- Union Business, is amended at Section 2 by adding the following new paragraph at the beginning of the section:

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 not more than thirty-five (35) hours per week to facilitate the conduct of union business on behalf of Unit B.

10. Article 7- Workweek and Work Schedules, is amended by deleting Section 1.E. in its entirety as follows:

~~E. Employees in the Department of Youth Services who engage in field trips from the forestry camps should work a regular schedule of not more than twenty-six (26) days of work followed by not more than thirteen (13) days off.~~

11. Article 7- Workweek and Work Schedules, is amended at Section 4 Rest Periods and Clean-up Time as follows:

~~A. Employees may be granted a rest period of up to fifteen (15) minutes per work day. Employees covered by recently expired contracts shall continue to enjoy the same rest period benefits provided for in such contracts.~~

~~B. Employees covered by recently expired contracts entitling them to clean-up time shall continue to enjoy the same clean-up benefits provided that existed as of June 30, 2012. for in such contracts.~~

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12. Article 7 – Workweek and Work Schedules is amended at Section 7.A. as follows:

- A. ~~Effective July 8, 2007~~ 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.

13. Article 7 – Workweek and Work Schedules is amended at Section 7.E. by striking it in its entirety as follows:

~~E. When the practice has been for the Employer to provide the employees on standby with a beeper, this practice shall continue.~~

14. Article 7 – Workweek and Work Schedules is amended at Section 8.A. as follows:

- A. ~~Effective July 9, 2006,~~ Employees of the Commonwealth 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.

15. Article 8 – Leave is amended at Section 1.C. as follows:

Sick leave shall be granted, at the discretion of the Employer, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury.
2. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
3. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition. Permissible sick leave use for these purposes shall include reasonable travel time to and from said licensed medical or dental appointments.
4. When an employee is absent due to 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.

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2.5 An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:

- a. 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
- b. 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.

3. 6. 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.

4. 7. 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. **HRD Director of Human Resources** 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. ~~When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.~~
2. ~~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.~~
3. ~~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.~~

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16. Article 7- Workweek and Work Schedules shall be amended by adding a new Section 9. as follows:

Section 9. MHS Tunnel Differential

Effective the first full pay period after this Agreement is ratified, employees who are regularly assigned to tunnel maintenance work in the MHS on an "off hours" shift shall receive in addition to their regular 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.

17. A new Article 7A –Shift Bidding shall be inserted following Article 7 as follows:

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

Shift bids shall be posted for bidding at least once per year, but no more than two (2) times per year. Shift schedules shall be posted for seven (7) calendar days. Employees within the area or district in the applicable titles will timely bid for their preferred shift no later than the end of the seven (7) calendar day period following the posting based on MassDOT seniority. For purposes of shift bids, MassDOT seniority shall 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.

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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.

18. Article 8 – Leave is amended at Section 1.J. as follows:

Employees requesting sick leave under this Article must notify the designated representative of the Appointing Authority 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 after the start of the work day on each day of absence.~~ **Repeated Second and subsequent** violations of these notification procedures may result in the denial of sick leave **or discipline**. Such notice must include the general **reason nature of the disability for the sick leave** and the estimated period of time for which the employee will be absent. Where circumstances warrant, the Appointing Authority or designee shall reasonably excuse the employee from such daily notification.

19. Article 8 – Leave is amended at Section 1.K. as follows:

Employees who use three (3) or more sick days on non-consecutive calendar days during any ~~thirty (30)~~ sixty (60) consecutive day period, or whom ~~Where the Employer Appointing Authority~~ has reason to believe **are abusing** ~~that sick leave is being abused,~~ may be required to provide satisfactory medical evidence **for each future absence for which sick leave is requested for a period of three months.** ~~From the employee~~ (see Appendix G-1, Request for Medical Verification, Appendix G-3, Certification of Health Care Provider for Employee's Serious Health Condition (FMLA), and Appendix G-4, Certification of Health Care Provider for Family Member's Serious Health Condition). Sick leave abuse shall be defined as the use of sick time for purposes other than those that are listed in Section C above. 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.

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20. Article 8 – Leave is amended at Section 1.L. as follows:

~~In extraordinary circumstances, Where the Employer, or the designated person in charge, if the Appointing Authority is unavailable,~~ has a **reasonable good faith** ~~sufficient~~ basis ~~reason~~ to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job **with or without an accommodation**, 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.

The employee shall receive written notice from the Employer that specifically states the employee's actions leading to the removal and what is required of the employee before he/she returns to the workplace. Such notice shall be given to the employee at the time of the removal or within five (5) days of the removal.

Prior to returning to work, ~~t~~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** ~~represented~~ by a physician of his or her own choice, in which case such **examination related verification and costs** shall be the responsibility of the employee. However, the Employer shall reserve the right to obtain a second opinion **from a physician designated by the Employer** to determine fitness for work. Such cost shall be borne by the Employer. **If the employee's physician determines that the employee is not fit to return to work the employee 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 remain on paid administrative leave and be required to undergo a medical examination by a third physician who shall be selected from a panel of physicians approved by the Union and the Employer. If the third physician concurs with the employee's physician, the employee shall be immediately returned to work. If the third physician determines the employee is unfit to return to work the employee will be removed from paid administrative leave.**

21. Article 8, Leave is amended at Section 3.A. by adding the following new paragraph:

Effective January 1, 2014, on each January 1, full-time employees on the payroll before the date this agreement is ratified, will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
40.0 hours per week	40.000 hours
37.5 hours per week	37.500 hours

The total of Suffolk County holidays and personal days granted during any calendar year shall not exceed five.

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22 . Article 8, Leave is amended at Section 3.B as follows:

Nothing in this Section shall be construed as giving more than three (3) days personal leave in a given year **to employees hired after the date this Agreement is ratified or more than five (5) personal days in a given year to employees hired on or before the date this Agreement is ratified.** Any employee who has used one or more days leave while in state service shall have such time deducted from the formula contained herein.

23. Article 8, Section 6. Civic Duty Leave is amended by adding a new paragraph H as follows:

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.

24. Article 10, Holidays is amended at Section 1 as follows:

The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
Washington's Birthday
~~*Evacuation Day~~
Patriot's Day
Memorial Day
~~*Bunker Hill Day~~
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

~~*Only in Suffolk County~~

25. Article 10, Holidays is amended by striking Section 9 in its entirety as follows:

~~A. An employee not otherwise entitled to Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such a holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department~~

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~~because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday.~~

~~B. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual work week is five (5) or more days, shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay.~~

26. Article 12 Salary Rates is amended at Section 1 as follows:

The following shall apply to full-time employees:

~~A. Effective June 30, 2010, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1%) increase in salary rate.~~

~~• If FY 2010 tax revenues equal or exceed \$20.3 billion, employees will receive an additional one percent (1%) increase in salary rate, for a total of a two percent increase effective June 30, 2010.~~

~~• If FY 2010 tax revenues equal or exceed \$21.4 billion, employees will receive an additional two percent (2%) increase in salary rate, for a total three percent increase effective June 30, 2010.~~

~~B. Effective June 30, 2011, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.~~

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

~~— The dates contained in Sections 12.1A, 12.1B or 12.1C above may be advanced by six months in each of the three years, or by three months in each of the three years, if the following tax revenue targets are met:~~

- ~~• FY 2010 — 6 months = \$19.45 billion; — 3 months = \$19.00 billion~~
- ~~• FY 2011 — 6 months = \$20.42 billion; — 3 months = \$19.95 billion~~
- ~~• FY 2012 — 6 months = \$21.44 billion; — 3 months = \$20.94 billion~~

~~— In addition, if tax revenues for Fiscal Year 2010, 2011, or 2012 achieve one of the~~

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aforementioned indices, the Commonwealth agrees to accelerate the wage rate increase for that fiscal year and for each of the above-listed fiscal years by six (6) or three (3) months, as applicable.

- A. Effective July 14, 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a 3% increase in salary rate.
- B. Effective July 28, 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and one-half percent (1.5%) increase in salary rate.
- C. Effective January 12, 2014, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and one-half percent (1.5%) increase in salary rate.
- D. Employees hired on or before July 13, 2013 who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-time bonus payment equal to the sum of 1.5% of wages earned from July 1, 2012 to January 12, 2013 plus 3.0225% of wages earned from January 13, 2013 to July 13, 2013.

27. Article 12, Salary Rates is amended at Section 9 as follows:

~~Effective January 1, 2000 or on such a later date as may be determined by the Employer,~~
All employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

~~Effective January 1, 2000 or on such a later date as may be determined by the Employer~~
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.

28. Article 13A, Health and Welfare, is amended at Section 2.A. by striking it in its entirety and replacing it with the following language:

Effective January 12, 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.50 per calendar week. ~~The Board of Trustees shall continue to maintain the Day Care Assistance Program for the duration of this Agreement.~~

Effective June 15, 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$16.00 per calendar week. ~~The Board of~~

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~~Trustees shall continue to maintain the Day Care Assistance Program for the duration of this agreement.~~

29. Article 13A, Health and Welfare, is amended at Section 2.C. by striking it in its entirety as follows:

~~To generate savings in Fiscal Year 2010, the parties agree to waive the Commonwealth's payment to the parties' Health and Welfare account in FY 2010 for a period of approximately one and one half (1 1/2) weeks.~~

30. Article 13B, Tuition Remission is amended as follows:

A. 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;

B. 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;

31. Article 14, Seniority, Transfers, Promotions, Reassignments, Filling of Vacancies is amended at Section 3 by deleting the following paragraph J in its entirety as follows:

~~An employee who is promoted into a Vocational Instructor A/B or Vocational Instructor C position may return, or be returned to his/her former job title in accordance with the provisions of Article 14, Section 3.~~

32. Article 18, Layoff—Recall Procedures is amended at Section 5.B by deleting it in its entirety as follows:

~~Between Departments/Agencies: the employee who is to be laid off may file a request for transfer to any agency in state service. Upon approval of that agency, 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. HRD shall make every reasonable effort to encourage state agencies to accept transfers under this Section.~~

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33. Article 18, Layoff –Recall Procedures is amended at Section 7.B by deleting it in its entirety as follows:

~~For purposes of this Article, employees in the titles of Vocational Instructor A/B and Vocational Instructor C in the Department of Mental Health, the Department of Developmental Services or any other Agency/Department, shall be considered part of this Agreement.~~

34. Article 18, Layoff –Recall Procedures is amended at Section 7.C by deleting it in its entirety as follows:

~~In the Department of Public Health, layoffs and bumping shall be conducted by region.
In the Department of Mental Health, layoff and bumping shall be done by area.~~

35. Article 19B, Technology Resources is deleted in its entirety.

36. Article 20, Safety and Health is amended by deleting Section(s) 11, 12, 14 and 18 in their entirety.

37. Article 21, Employee Liability is deleted in its entirety.

38. Article 22, Credit Union Deductions is amended as follows:

The **Employer Commonwealth** agrees to deduct from the regular salary payments (~~not a draw~~) 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** ~~by the Alliance, AFSCME – SEIU~~. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to the **Employer Commonwealth** and the Treasurer of the credit union thirty (30) days in advance of the desired cessation of payroll deduction.

39. Article 23, Arbitration of Disciplinary Action is amended by deleting Section(s) ~~6, 8, 14 and 15~~ in their entirety.

40. Article 23A, Grievance Procedure is amended by deleting Sections 8, 14 and 15 in their entirety.

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Unit B

41. Article 25, State Wide and Departmental Labor Management Committee is deleted in its entirety.

42. Article 30, Wage Reopener is amended by deleting Section 2 in its entirety.

43. Article 31, Duration is amended as follows:

This Agreement shall be for the ~~three~~ **one year** period from July 1, 2009~~13~~ to June 30, 201~~24~~⁴. and terms contained herein shall become effective on July 1, 201~~32~~³ unless otherwise specified. Should a successor Agreement not be executed by June 30, 201~~24~~⁴, 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 and upon mutual agreement, negotiations for a subsequent Agreement will be commenced on or after January 1, 201~~24~~⁴.

44. A new appendix entitled Appendix A- Unit B Job Titles, will be added as follows:

Aeronautical Inspector I
Bridge Operator
Bridge Operator I
Bridge Operator II
Building Maintenance Supervisor II
Business Management Specialist I¹
Chief Maintenance Mechanic
Communication Dispatcher I
Communication Dispatcher II
Highway Maintenance Foreman I
Highway Maintenance Foreman II
Highway Maintenance Foreman III
Highway Maintenance Foreman IV
Janitor III
Janitor IV
Laborer I
Laborer II
Mail Clerk III²

¹ Incumbents in this position title are grandfathered within MassDOT Bargaining Unit B; vacancies in this position title which are filled in the future will be affiliated with MassDOT Bargaining Unit D.

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

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Maintenance Equipment Operator I³
Maintenance Equipment Operator II²
Microphotographer I
Microphotographer II
Motor Equipment Mechanic I
Motor Equipment Mechanic II
Motor Equipment Mechanic III
Motor Equipment Mechanic IV
Motor Truck Driver
Radio Maintenance Technician I
Radio Maintenance Technician II
State Police Dispatcher I
State Police Dispatcher II
State Police Dispatcher III
Storekeeper I
Storekeeper II
Storekeeper III
Storekeeper IV
Supervisor of Motor Pool, PWD
Traffic Control Equip Supervisor I
Traffic Control Equip Supervisor II
Traffic Section Foreman I
Traffic Section Foreman II
Tree Climber
Tree Surgeon

45. Appendix B, List of Titles "A" Salary Schedule, will be deleted and the parties will insert in its place the Unit B wage charts.
46. Appendix H, Bumping Corridors is deleted in its entirety.
47. Supplemental Agreement B, Voluntary/Involuntary Overtime is deleted in its entirety.
48. Supplemental Agreement E covering the Department of Conservation and Recreation is deleted in its entirety.
49. Supplemental Agreement F covering the Department of Conservation and Recreation is deleted in its entirety.
50. Supplemental Agreement K covering Campus Police Officers in the Departments of Public Health, Mental Health and Developmental Services is deleted in its entirety.

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

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51. Supplemental Agreement L covering the Department of Youth Services is deleted in its entirety.

52. Supplemental Agreement M concerning the Methods of the Department of Conservation and Recreation is deleted in its entirety.

The parties agree to execute an integrated collective bargaining agreement between MassDOT and the CMU, Bargaining Unit B reflecting these amendments.

For the CMU:



Robert Cullinane,
CMU Bargaining Unit B
Chairman

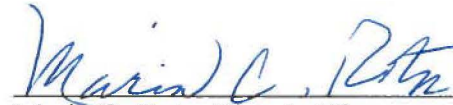
1/17/14
Date

For MassDOT



Frank DePaola,
Highway Administrator

1/17/14
Date



Maria C. Rota, Deputy Director
Office of Labor Relations and Employment
Law

1/17/14
Date