

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TRANSPORTATION  
AND THE  
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
Local R1 292, UNIT A  
FOR A  
SUCCESSOR AGREEMENT**

**July 1, 2011 through June 30, 2014**

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

**Article 1 et seq.  
Recognition**

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

**Article 8  
Leave**

**Section 8.2 Paid Personal Leave**

- A. On each January 1, full-time employees on the payroll as of the signing date of this Agreement will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
<del>37.5 hours per week</del>	<del>22.500 hours</del>
<b>37.5 hours per week</b>	<b>37.500 hours</b>
<del>40.0 hours per week</del>	<del>24.000 hours</del>
<b>40.0 hours per week</b>	<b>40.000 hours</b>

**Add New Section:**



On each January 1, full-time employees hired after the date this Agreement is executed will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	22.500 hours
40.0 hours per week	24.000 hours

Except as provided for herein, any personal leave not taken by December 31 will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Employees' personal leave balances shall be charged for time used on an hour-for-hour basis, e.g. one hour charged for one hour used and may be used in conjunction with vacation leave. Charges to personal leave may be allowed in units of not less than one-half hour. An employee who cannot utilize his/her personal leave in the months of November and December, due to the operational needs of the Department/Agency shall be permitted to carry-over one day of personal leave credit not utilized, to the next calendar year.

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

## Article 10 Holidays

### Section 10.1

The following days shall be holidays for employees:

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

### Section 10.9



~~A. — An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such a holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday.~~

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

## Article 12 Salary Rates

### Section 12.1

The following shall apply to full-time employees:

- ~~A. — Effective June 30, 2010, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1%) increase in salary rate:~~
- ~~• If FY 2010 tax revenues equal or exceed \$20.3 billion, employees will receive an additional one percent (1%) increase in salary rate, for a total of a two percent increase effective June 30, 2010.~~
  - ~~• If FY 2010 tax revenues equal or exceed \$21.4 billion, employees will receive an additional two percent (2%) increase in salary rate, for a total three percent increase effective June 30, 2010.~~
- ~~B. — Effective June 30, 2011, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.~~
- ~~C. — Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.~~

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

- ~~• FY 2010 6 months = \$19.45 billion; 3 months = \$19.00 billion~~

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

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

- A. **Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.**
- B. **Effective the first pay period in July 2012, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.**
- C. **Effective the first pay period in January 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.**
- D. **Effective the first pay period in July 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.**
- E. **Effective the first pay period in January 2014, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.**

**Article 13A  
Health and Welfare**

**Section 13A.2**

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





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

**Add new Section:**

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

**Article 28  
Re-Opener**

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

**MassDOT and the Union acknowledge that the unique timing of the increases provided for in Year Two and Year Three of this Agreement is in direct recognition of the Union foregoing certain wage increases provided for in the predecessor Agreement. With this understanding, MassDOT agrees that in the course of this Agreement, should any other Executive Branch bargaining unit receive any across the board wage increase at any point earlier than one year following the end date of its preceding Agreement, the parties shall, at the request of the Union, reopen the salary provisions of this Agreement for further bargaining.**

**Integrated Collective Bargaining Agreement**

The parties agree to execute an integrated collective bargaining agreement between the Massachusetts Department of Transportation ("MassDOT") and the National Association of Government Employees ("NAGE"), Bargaining Unit A.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

Memorandum of Understanding for a  
Successor Agreement  
NAGE, Unit A

For the Union




\_\_\_\_\_  
David J. Holway, National President

  
\_\_\_\_\_  
John Mann, President, Local R1-292

11/23/11  
Date

For MassDOT

  
\_\_\_\_\_  
Michael J. Lee  
Acting Chief Administrative Officer

11/23/11  
Date