

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

**July 1, 2020 through June 30, 2023**

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, 2017 through June 30, 2020. Except as modified herein or in some other writing between the parties, the provisions of the 2017-2020 agreement, together with all supplements and side letters shall continue in effect, unless or until modified by the agreement of the parties or as might be otherwise provided by law.

**ARTICLE 3 – UNION SECURITY**

**Section 3.2**

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 **and may withdraw such consent in accordance with the terms of the membership and dues agreement between the employee and the Union and with the laws of the Commonwealth.** 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 authorization by giving the Employer **written notice, and the** ~~at least sixty (60) days written notice, 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.

**ARTICLE 8 - LEAVE**

**Section 8.1**

(j) Where the Employer has reason to believe that sick leave is being abused, or when an employee uses ~~three (3)~~ **five (5)** or more **unforeseeable and undocumented** sick days on non-consecutive calendar days ~~during any sixty (60) day period,~~ or seven and one-half (7.5) **total** 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 possible, the employee shall receive prior notice that the Employee believes s/he is abusing sick leave and the s/he may be required to produce medical evidence for future use of sick leave.

### **Add new Section**

#### **Section 8.14 Paid Family Medical Leave**

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

## **ARTICLE 10 HOLIDAYS**

### **Section 10.1**

The following days shall be holidays for employees:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Patriots' Day
- Memorial Day
- **Juneteenth Independence Day**
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

## **ARTICLE 12 SALARY RATES**

### **Section 12.1**

A. Effective the first full pay period in July, 204720 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a ~~+~~ **two and one-half percent (2.5%)** increase in salary rate.

~~If FY 2018 tax revenues equal or exceed \$27.072 billion, then, effective the first full pay period in July, 2017, employees shall receive an additional increase of 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, Section. 1.~~

~~For the 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.~~

- B. Effective the first full pay period in July, 201~~8~~<sup>21</sup> employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a ~~1~~<sup>2</sup>% increase in salary rate.
- C. Effective the first full pay period in July, 201~~9~~<sup>22</sup> employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a ~~1~~<sup>2</sup>% increase in salary rate.
- D. All employees who are currently active and who meet the eligibility criteria provided in Section 2 of this Article as of the date of signing this MOA shall receive a one-time payment equal to one and one-half percent (1.5%) of an employee’s annual salary, with a minimum payment equal to no less than one-thousand (\$1,000) dollars.**

The following section is not for inclusion in the published Collective Bargaining Agreement:

**The Union acknowledges that the 0.5 percent increase referenced above in Section 12, Section 1(A) fully satisfies and fulfills any and all obligation that the Employer has or may have to it or its members pertaining to Paid Family and Medical Leave (PFML) contribution. Specifically, the Union hereby waives its rights to assert, and hereby relinquishes any and all claims, whether pending or to be brought, regarding the Employer’s obligation to bargain over the amount of the PFML contributions to be paid by its members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October 2019 or to be paid by its members at the maximum allowable employee contribution rate determined by the Department of Family and Medical Leave (DFML). The Union agrees it shall withdraw any matter pending matters related to all claims associated with PFML contributions.**

**Notwithstanding the above, in the event that the DFML establishes a PFML contribution rate for which the maximum allowable employee share exceeds 0.5 percent, upon request by the Union, the parties shall bargain over the impact of that**

**contribution rate.**

**Section 12.4**

- A. 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 the Employer. 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.
  
- B. In the event an employee is denied a step rate increase by the Employer, 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, **except in circumstances when an employee qualifies for Family and Medical Leave (FMLA), Paid Family and Medical Leave (PFML), or any other unpaid leave taken pursuant to Article 8.**

**ARTICLE 30 DURATION**

This Agreement shall be for the three (3) year period from ~~July 1, 2017 through June 30, 2020~~ **July 1, 2020 through June 30, 2023** and the terms contained herein shall be effective upon execution unless otherwise specified. Should a successor agreement not be executed by June 30, 2020~~3~~ this Agreement shall remain in full force and effect until a successor Agreement is executed. At the written request of either party, negotiations for a subsequent Agreement will be commenced on ~~January 1, 2020~~ **January 1, 2023**.

For the Massachusetts Department of  
Transportation:

For NAGE:

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Olinda R. Marshall, Chief Labor  
Negotiator

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John Mann, President NAGE Local R1-  
292

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Date

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Date

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Matthew Knosp, Chief Human Resources  
Officer

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Date