
MEMORANDUM OF AGREEMENT

between

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

and the

COALITION OF MASSDOT UNIONS FOR BARGAINING UNITS B

RE: EXPENDITURE OF “QUARTER POINT FUNDS”

This agreement (the “Agreement”) is made and entered into by and between the Massachusetts Department of Transportation (“MassDOT”), and the Coalition of MassDOT Unions for Bargaining Units B (the “CMU”) (collectively the “Parties”) and sets forth their agreement regarding the expenditure of the discretionary collective bargaining funds made available in the Unit B collective bargaining agreement for the term July 1, 2014 to June 30, 2017. (“Quarter Point Funds” or “QPF”)

WHEREAS, there are \$83, 450.60 in unexpended QPF funds available to be used as provided in Article 12, Section 2 of the Unit B collective bargaining agreement for the term covering July 1, 2014-June 30, 2017;

WHEREAS, the Parties recognize that their mutual best interest is served by using the QPF to make progress towards eliminating the residual wage disparity that exists in certain job titles at MassDOT and ending the “Red-Circling” of wages for certain other employees; they agree to the following:

1. Effective June 30, 2020, the Step 12 annual wage on the Unit B salary chart in effect on that date, shall be increased by seven hundred dollars \$700.00 and the wages of all employees at Step 12 on that date and who reach that step thereafter shall be adjusted accordingly.

2. All Unit B employees who are not on the Unit B salary chart as of June 30, 2020, shall receive a onetime lump sum payment of \$ 750.00 which will be paid in the paycheck covering the first full pay period after July 1, 2020.

3. QPF Funds shall be used to fund the salary adjustments and lump sum payments provided in paragraphs 1 and 2 above. The Employer shall provide the Union with a detailed account of the cost to fund this agreement. If there are insufficient amounts of QPF to fully fund this agreement, the Employer shall fund the deficiency. Any excess QPF funds shall be used as agreed by the Employer and Union.

4. The terms of this agreement shall be effective upon the execution of the Classification Study Implementation Agreement (Attached as Exhibit A) and ratification of the terms of the Memorandum of Understanding for a Successor Collective Bargaining Agreement (Attached as Exhibit B).

5. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and no promises, representations or warranties have been made by any party other than those expressly set forth herein. By entering into this Agreement, no party admits or concedes any facts, makes any admissions, or waives any arguments it could have raised if the matters were fully litigated. Further, by voluntarily executing this Agreement, each party confirms his/her/its competence to understand and does hereby accept the terms of this Agreement as resolving fully MassDOT's obligations with regard to the provision and use of the QPF. In the event of a conflict between the terms of this agreement and any collective bargaining agreement, the Master Labor Agreement, or the Classification Study Implementation Agreement, the terms of this agreement shall control.

6. The persons executing this Agreement represent and warrant that they have the legal authority to execute this Agreement on behalf of MassDOT and the CMU as the exclusive bargaining representative for MassDOT Bargaining Unit B, and to bind MassDOT and the CMU and each component union, to the obligations contained herein. The parties specifically agree

that the provisions of this agreement are applicable to all members within CMU Bargaining Unit regardless of union affiliation.

Entered this _____ day of January 2020.

Massachusetts Department of Transportation

Coalition of MassDOT Union for Unit B

By: _____
Boris Lazic, Chief Human Resources
Officer

By: _____
George McGilloway, Secretary-
Treasurer/Principal Executive Officer,
Teamsters Local 127 and Chairperson of
the CMU for Unit B

By: _____
Maria C. Rota, Senior Lead Counsel
Employment and Labor Law

By: _____
Bradley Gallant, President
AFSCME Council 93, Local 2948

By: _____
Brenda Rodrigues, President
SEIU Local 888

By: _____
Karen Bartholomew, President
USW Local 5696