
MEMORANDUM OF UNDERSTANDING

between

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

and the

COALITION OF MASSDOT UNIONS FOR BARGAINING UNITS B, C and D

RE: CLASSIFICATION STUDY IMPLEMENTATION

This agreement (the “Agreement”) is made and entered into by and between the Massachusetts Department of Transportation (“MassDOT”), and the Coalition of MassDOT Unions, Bargaining Units B, C and D, (the Unions) (collectively the “Parties”) and sets forth the agreement of all parties with regard to the implementation of the Classification Study as provided in the Master Labor Integration Agreement dated December 28, 2010 (“MLIA”).

WHEREAS, the parties have been engaged in an ongoing process to reclassify employees consistent with the terms and purposes of the Reclassification Study as provided under the MLIA;

WHEREAS, the parties have reached a comprehensive agreement and wish to resolve all of the outstanding issues concerning the implementation of the Classification Study, as it affects all employees in CMU Bargaining Units B, C and D regardless of their labor organization affiliation;

THEREFORE, the parties agree to the following terms in full satisfaction of their obligations under the MLIA with regard to the Classification Study. In reaching this agreement they expressly acknowledge that through their joint efforts and mutual compromise they have been able to address to their satisfaction many issues that were not adequately addressed by the Classification Study both to the greater benefit of affected employees and to MassDOT.

1. Implementation of Agreed Recommendations

MassDOT will implement the agreed recommendations for individual reclassifications as set forth on Appendix A, attached.

2. Effective Date and Grade/Step Placement for Individual Reclassified Positions

All individual reclassifications as set forth on Appendix A will be effective July 10, 2016, unless otherwise agreed. In calculating the step placement and new salary for employees who are reclassified into a higher graded position, the contractual promotional factor as determined by the applicable collective bargaining agreement in effect on July 10, 2016 will be used. MassDOT will use best efforts to place affected employees in their new job grades and/or job classifications on or before the first full payroll period following the expiration of 180 days after the execution of this agreement by the CMUs for Bargaining Units B, C and D.

3. Creation of New Job Classifications

MassDOT will request that the Commonwealth Human Resources Division create the following new MassDOT job titles. which the parties agree shall be within the bargaining units as set forth below. Prior to finalizing the job specifications for these titles MassDOT will provide copies to the appropriate CMU. The job titles and salary grades shall be as follows:

Job Titles

MassDOT Buildings and Operations Supervisor*
MassDOT Facilities and Maintenance Technician I
MassDOT Facilities and Maintenance Technician II
MassDOT Facilities and Operations Supervisor
MassDOT Fleet Coordinator I
MassDOT Fleet Coordinator II
MassDOT Fleet Coordinator III
MassDOT Foreman of Building Maintenance*
MassDOT Foreman of Facilities Maintenance
MassDOT Foreman of Special Projects
MassDOT Foreman of Sign Maintenance
MassDOT Highway Maintenance Supervisor
MassDOT Highway Maintenance Worker I
MassDOT Highway Maintenance Worker II
MassDOT Highway Maintenance Worker III
MassDOT Claims Adjuster I
MassDOT Claims Adjuster II
MassDOT Claims Adjuster III
MassDOT Mechanic Supervisor

MassDOT Special Projects Worker

*The job titles MassDOT Buildings and Operations Supervisor and MassDOT Foreman of Building Maintenance will not be used after the incumbents in those positions are reclassified.

4. **Reclassifications and Upgrades**

A. Employees who are reclassified to the job titles listed below will be placed into the new title and paid at the new job grade effective July 10, 2016 or the date that they entered the underlying position that was reclassified, whichever is later. In calculating the step placement and new salary for these employees, the contractual promotional factor as determined by the applicable collective bargaining agreement in effect on July 10, 2016 will be used. This provision shall become effective upon the execution of this agreement by the CMU for Unit D and the ratification of the Unit D collective bargaining agreement whichever date is later. The employees whose positions will be reclassified as provided in **this Section 4A** appear on Appendix A.

Job Title	Bargaining Unit	Job Grade
MassDOT Fleet Coordinator I	D	12
MassDOT Fleet Coordinator II	D	14
MassDOT Fleet Coordinator III	D	16
MassDOT Claims Adjuster I	D	12
MassDOT Claims Adjuster II	D	14
MassDOT Claims Adjuster III	D	15

B. Employees who are reclassified to the job titles listed below will be placed into the new title in Bargaining Unit B and paid at the new Bargaining Unit B job grade effective July 10, 2016 or the date they entered the underlying position that was reclassified, whichever is later. In calculating the step placement and new salary for these employees, the contractual promotional factor as determined by the applicable collective bargaining agreement in effect on July 10, 2016 will be used. This provision shall become effective upon the execution of this agreement by the CMU for Unit B and the ratification of the Unit B collective bargaining agreement whichever date is the latest. The employees whose positions will be reclassified as provided in this Section 4B appear on Appendix A.

Job Title	Bargaining Unit	Job Grade
MassDOT Mechanic Supervisor	B	20
MassDOT Special Projects Worker	B	19
MassDOT Foreman of Building Maintenance	B	22
MassDOT Foreman of Special Projects	B	22
MassDOT Foreman Sign Maintenance	B	22

C. Employees reclassified to the job titles listed below will be placed into the new title in Bargaining Unit B and paid at the new Bargaining Unit B job grade effective July 10, 2016 or the date they entered the underlying position that was reclassified, whichever is later. In

calculating the step placement and new salary for these employees the contractual promotional factor as determined by the applicable collective bargaining agreement in effect on July 10, 2016 will be used. This provision shall become effective upon the execution of this agreement by the CMU for Unit B and the CMU for Unit D and the ratification of the Unit B and Unit D collective bargaining agreements, and the written consent of the CMU for Unit E if necessary, whichever date is the latest. The employees whose positions will be reclassified as provided in this Section 4C appear on Appendix A.

Job Title	Bargaining Unit	Job Grade
Highway Maintenance Supervisor	B	24
Building Maintenance Supervisor	B	24

D. Employees reclassified to the job titles listed below will be placed in Bargaining Unit C and paid at the new Bargaining Unit C job grade effective the first full pay period after the CMU for Bargaining Unit B and the CMU for Bargaining Unit C and the CMU for Bargaining Unit D execute this agreement and the collective bargaining agreements covering Unit B and Unit C and Unit Dare ratified, whichever is the latest date. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of less than twenty percent. The employees whose positions will be reclassified as provided in this Section 4D appear on Appendix B.

Job Title	Bargaining Unit	Job Grade
MassDOT Mechanic Supervisor	C	21
MassDOT Special Projects Worker	C	20
MassDOT Foreman of Facilities Maintenance	C	21
MassDOT Foreman of Special Projects	C	21
MassDOT Foreman Sign Maintenance	C	21
MassDOT Facilities & Operations Supervisor	C	24
MassDOT Highway Maintenance Supervisor	C	24

E. Employees reclassified to the job title Foreman of Building Maintenance effective 7/10/2016 as provided in paragraph B above, will subsequently be reclassified to the job title MassDOT Foreman of Facilities Maintenance effective the first full pay period after the CMU for Bargaining Unit B, the CMU for Bargaining Unit C and the CMU for Bargaining Unit D execute this agreement and the collective bargaining agreements covering Unit B and Unit C and Unit Dare ratified whichever date is the latest. Employees will be placed in the higher grade in the MassDOT Foreman of Facilities Maintenance title without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of less than twenty percent. The employees whose positions will be reclassified as provided in this Section 4E appear on Appendix B.

F. Employees reclassified to the job title MassDOT Building Maintenance Supervisor effective 7/10/2016 as provided in paragraph C above, will subsequently be reclassified to the job title MassDOT Facilities and Maintenance Operations Supervisor effective the first full pay period after the CMU for Bargaining Unit B, the CMU for Bargaining Unit C and the CMU for Bargaining Unit D execute this agreement and the collective bargaining agreements covering Unit B and Unit C and Unit D are ratified whichever date is the latest. Employees will be placed in the higher grade in the MassDOT Facilities and Maintenance Operations Supervisor title without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of less than twenty percent. The employees whose /positions will be reclassified as provided in this Section 4F appear on Appendix B.

G. Salary adjustments for employees whose positions are reclassified to the job titles listed below will be effective the first full pay period after the CMU for Unit C executes this agreement and the collective bargaining agreement covering Unit C is ratified, whichever date is the latest. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of twenty percent or less. The employees whose positions will be reclassified as provided in this Section 4G appear on Appendix B.

Job Title	Bargaining Unit	Job Grade
MassDOT Facilities and Maintenance Technician I	C	15
MassDOT Facilities and Maintenance Technician II	C	19

H. **Salary** adjustments for employees whose positions are reclassified and assigned to Unit B as listed below will be effective the first full pay period after the CMU for Bargaining Unit B and the CMU for Bargaining Unit C execute this agreement and the collective bargaining agreements covering Unit B and Unit C are ratified whichever date is the latest. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of less than twenty percent. The employees whose positions will be reclassified as provided ~~above~~ **in this Section 4H** appear on Appendix B.

Job Title	Bargaining Unit	Job Grade
MassDOT Highway Maintenance Worker I	B	14
MassDOT Highway Maintenance Worker II	B	18
MassDOT Highway Maintenance Worker III	B	19

I. Salary adjustments for employees whose positions are reclassified from Highway Repair Foreman to Highway Maintenance Foreman III will be effective the first full pay period after the CMU for Bargaining Unit B and the CMU for Bargaining Unit C execute this agreement and the collective bargaining agreements covering Unit B and Unit C are

ratified whichever date is the latest. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of less than twenty percent. The employees whose positions will be reclassified as provided in this Section 4I appear on Appendix B.

Salary adjustments for employees who currently function as Highway Depot Supervisors and are reclassified from Highway Maintenance Foreman III to Highway Maintenance Foreman IV will be effective the first full pay period after the CMU for Bargaining Unit B and the CMU for Bargaining Unit C execute this agreement and the collective bargaining agreements covering Unit B and Unit C are ratified whichever date is the latest. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of less than twenty percent. The employees whose positions will be reclassified as provided in this Section 4I appear on Appendix B.

J. Salary adjustments for employees whose positions are upgraded as provided below will be effective the first full pay period after the execution of this agreement by the CMU for Unit D and the ratification of the collective bargaining agreement covering Unit D, whichever date is the latest. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of twenty percent or less. The employees whose positions will be reclassified as provided in this Section 4J appear on Appendix B.

Job Title	Bargaining Unit	Grade
MassDOT Counsel I	D	16
MassDOT Counsel II	D	18
MassDOT Administrative Review Officer I	D	11
MassDOT Administrative Review Officer II	D	13

K. Salary adjustments for employees whose positions are upgraded as provided below will be effective the first full pay period after the execution of this agreement by the CMU for Unit C and the ratification of the collective bargaining agreement covering Unit C, whichever date is the latest. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of twenty percent or less. The employees whose positions will be reclassified as provided in this Section 4K appear on Appendix B.

Job Title	Bargaining Unit	Grade
High Voltage Electrician I	C	22
High Voltage Electrician II	C	23
High Voltage Electrician III	C	25

Electrician I	C	18
Electrician II	C	20
Welder/Mechanic	C	19
Plumber Steamfitter I	C	18
Plumber Steamfitter II	C	20

L. Salary adjustments for employees whose positions are upgraded as provided below will be effective the first full pay period after the execution of this agreement by the CMU for Unit B and the ratification of the collective bargaining agreement covering Unit B, whichever date is the latest. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of twenty percent or less. The employees whose positions will be reclassified as provided in this Section 4L appear on Appendix B.

Job Title	Bargaining Unit	Grade
Aeronautics Inspector	B	25
Janitor I	B	10
Janitor II	B	12
Janitor III	B	13
Janitor IV	B	16
MassDOT ESP I	B	18
MassDOT ESP II	B	19
Communications Dispatcher II	B	17

M. Salary adjustments for employees whose positions are reclassified from the job title MassDOT Incident Response Operator to MassDOT Highway Maintenance Worker II will be effective the first full pay period after the CMU for Bargaining Unit B and the collective bargaining agreements covering Unit B is ratified whichever date is the latest. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of less than twenty percent. The employees whose positions will be reclassified as provided in this Section 4M appear on Appendix B.

N. Salary adjustments for employees whose positions are upgraded and reassigned to Unit C from Unit B and Unit D as provided below, will be effective the first full pay period after the execution of this agreement by the CMU for Unit B, the CMU for Unit C and the CMU for Unit D and the ratification of the collective bargaining agreements covering Unit B and Unit C and Unit D, whichever date is the latest. Employees will be placed in the higher grade without a change of step or anniversary date except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of twenty percent or less.

Job Title	Bargaining Unit	Grade
Motor Equipment Mechanic I	C	16
Motor Equipment Mechanic II	C	17
Motor Equipment Mechanic III	C	19
Motor Equipment Mechanic IV	C	20
Highway Maintenance Foreman III	C	18
Highway Maintenance Foremen IV	C	20
Traffic Section Foreman I	C	16
Traffic Section Foreman II	C	18

5. Confidential Designation Change:

The following employees who are currently in positions designated as confidential will be returned to Bargaining Unit D and designated as non-confidential:

Name	Job Title	Department/Unit
Nancy Hill	Administrative Assistant II	Fiscal
Alida Eagan	Program Coordinator III	Highway/District 5
Daniel Lee	Accountant III	Fiscal
Gail Jones	Program Coordinator III	ODCR

6. “Red-Circle” Employees Step Placement:

Any employee whose salary is currently above the highest rate on the salary chart for their job grade (“red-circled”) who is moved onto a salary chart as a result of the implementation of this agreement, shall be placed at the highest step within the job grade except, if such step placement would result in an increase greater than twenty percent, the employee will be placed at the next closest lower step providing for an increase of twenty percent or less.

7. Maintenance of Vision and Dental Benefits

No former Massachusetts Turnpike Authority employee covered by the Delta Dental insurance plan as of the date that the CMU for the employee covered by such plan executes this agreement, shall lose such coverage as a result of the implementation of this agreement. All other employees who are changing bargaining unit designation shall continue to be covered by the Health and Welfare Trust they were covered by prior to the implementation of this agreement to the extent permitted by the Trust.

8. Labor Service Exemption

Upon the Employer’s request, the Unions shall use their mutual best efforts to undertake measures and/or to support administrative or legislative measures taken by the Employer to have the following job titles excluded from the Labor Service provisions of G. L. Chapter 31, provided that the rights of any employee having civil service tenure rights in their current job titles are not impaired.

MassDOT Facilities Maintenance Technician I
MassDOT Facilities Maintenance Technician II
MassDOT Foreman of Facilities Maintenance
MassDOT Foreman of Sign Maintenance
MassDOT Foreman of Special Projects
MassDOT Highway Maintenance Worker I
MassDOT Highway Maintenance Worker II
MassDOT Highway Maintenance Worker III
MassDOT Highway Maintenance Supervisor
MassDOT Mechanic Supervisor
MassDOT Special Project Worker

9. Right to Appeal Results of Classification Study

- a. Employees who did not file a Job Analysis Questionnaire (JAQ) shall have no right to appeal the result of the Classification Study. A list of all employees who did not file a JAQ is attached as Appendix D.
- b. If the CMU and MassDOT have agreed to reclassify or upgrade a position, then the employee shall have no right to appeal, whether under the terms of the Master Labor Integration Agreement at pages 15-16, ¶4-6 (“under the MLIA”) or under G.L. c. 30, §49;
- c. Employees who filed a JAQ but did not file an appeal under G.L. c. 30, §49 and were not recommended for a reclassification resulting in an upgrade shall have the right to appeal the determination under the MLIA. A list of all employees who filed a JAQ is attached as Appendix C.
- d. Employees who filed a JAQ, and an appeal under G.L. c. 30, §49, but were not recommended for a reclassification resulting in an upgrade, must make a seasonable election for an appeal under either the MLIA or G.L. c. 30, §49. The employee must notify MassDOT of his/her election no later than 30 days from the execution of this agreement. The notification will include a written voluntary agreement executed by the employee and the Union waiving any right to engage in or otherwise benefit from the non-selected forum;
- e. Employees who did not file a JAQ, but did file an appeal under G.L. c. 30, §49, but were not recommended for a reclassification resulting in an upgrade, shall have the right to appeal under G.L. c. 30, §49;
- f. The effective date of any reclassification granted after an appeal/and or arbitration under the MLIA shall not be sooner than the first full pay period of July 2018.
- g. Notwithstanding the above, any employee who receives an upgrade pursuant to this Agreement that is lower than the upgrade recommended by the consultant may file

an appeal under the MLIA. The effective date of any reclassification to that job title shall be the date of the decision awarding the upgrade.

- h. Audit interviews for any employee entitled to proceed with a G.L. c. 30, §49 appeal pursuant to this paragraph shall commence no later than ninety (90) days from the date of execution of this Agreement. MassDOT's decision resulting from an audit interviews shall issue within forty-five (45) days of the interview.

10. Appeal Procedure

Employees initiating appeals of classification under the MLIA must file their appeals in writing along with a copy of their most recent Form 30 directly with the Union not later than 90 days after the date the collective bargaining agreement for the applicable bargaining unit is ratified. An appeal will not be considered filed unless the most recent Form 30 is included with the prescribed notice of appeal. The notice of appeal shall be submitted on a form provided by MassDOT that shall include 1) employee name, 2) current job classification, 3) job classification sought, 4) work location and work unit, and 5) statement of all reasons supporting the reclassification. MassDOT will review the appeal for possible resolution. If MassDOT does not propose an acceptable resolution, then the Union may submit a timely filed appeal to arbitration by notifying the MassDOT Chief Human Resources Officer in writing not later than 180 days after the collective bargaining agreement for the applicable bargaining unit has been ratified. At least 15 days prior to the hearing, the parties will meet in a conference to discuss and exchange the documents they plan to introduce at the arbitration hearing. Documents not discussed or exchanged at the conference may be excluded from consideration by the arbitrator upon a timely objection by the adversely affected party and may only be considered by the arbitrator upon a showing of good and reasonable grounds for failure to provide the document at the conference.

The appeal shall be conducted before an arbitrator mutually selected by MassDOT and the bargaining representative from a permanent panel of three arbitrators agreed by the parties who shall be generally knowledgeable about job classification systems. If the permanent arbitrators are not selected by February 1, 2020 then the selection of the panel shall be made randomly no later than February 15, 2020 or as otherwise agreed from a pool of six (6) arbitrators comprised of one arbitrator submitted by the CMU for Unit B, one arbitrator submitted by the CMU for Unit C, one arbitrator submitted by the CMU for Unit D and three arbitrators submitted by MassDOT.

The parties will make reasonable efforts to schedule and present all timely appeals to arbitration on mutually agreeable dates and locations as expeditiously as reasonably practicable but within one (1) calendar year of the date the appeal is filed. Arbitrations shall be scheduled in the order that the appeals are filed. The arbitrator shall hear at least three (3) appeals each day unless otherwise agreed. To the extent possible, the presentation of each appeal shall be limited to 2 hours. The arbitrator shall have the authority to determine the order of presentation of evidence; however, each side shall not have more than two witnesses. It is incumbent upon the appealing party to establish by a preponderance of the

evidence that the employee ought to be in the classification sought by demonstrating that s/he performs a majority of the distinguishing duties of the higher classification on a regular basis at least 51% of the time. Testimony and argument for each side shall be limited to 30 minutes and all parties waive written briefs. The arbitrator shall issue a one-page decision within fourteen (14) days of the hearing.

The decision of the arbitrator shall be final and binding in accordance with M.G.L. Chapter 150C and may not be the subject of arbitration under Article 23A.

11. Modification of Recognition Clauses in Collective Bargaining Agreements

The parties shall modify the Recognition Clauses in each of the respective collective bargaining agreements to reflect the bargaining unit assignments for each job title as set forth in this agreement.

12. Moratorium on Classification Appeals

Any employee whose position is reallocated to a higher grade or who is reclassified into a higher graded position as a result of this agreement shall not be permitted to file a classification appeal in any forum until after July 1, 2021.

13. Disputes Concerning Retroactive Salary Calculations

The Employer shall provide each component union with the Calculation Worksheet for each employee they represent whose salary is adjusted and is entitled to retroactive wages. The component union may request a review of retroactive calculation by filing a written request with the Chief Human Resources Officer within thirty days of receipt of the Calculation Worksheet. The request shall identify the employee and the specific reasons why the component union believes that the calculation is in error.

After receipt of the request for review and upon the component union's request, the parties shall meet at a mutually agreed time within ninety days after receipt of the request to review the calculations and attempt to resolve the dispute.

If the parties are unable to resolve the dispute, the component union may initiate a Step II grievance. The grievance must be filed within 120 days after the receipt of the employee's Calculation Worksheet.

The calculation worksheet for unaffiliated employees will be sent to the Chairperson of the CMU where the position will reside after the implementation of the agreement.

13A. Appendices.

The following additional appendices are attached and incorporated into this Agreement.

1. **Appendix E** is a list of bargaining unit employees who have separated from employment with MassDOT since June 30, 2016.

2. **Appendix F** is a Master List that contains the information appearing on Appendices A, B, C, D, as well as information about employees whose job classification will not change when this Agreement is implemented.

14. Entire Agreement

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 all differences, disputes and claims within the scope of the Agreement. In the event of a conflict between the terms of this agreement and any collective bargaining agreement or the Master Labor Agreement, the terms of this agreement shall control.

15. Authority of Signatories

The persons executing this Agreement represent and warrant that they have the legal authority to execute this Agreement on behalf of MassDOT and the respective CMU as the exclusive bargaining representative for MassDOT Bargaining Unit B, C and D and to bind MassDOT and the CMU to the obligations contained herein. The parties specifically agree that the provisions of this agreement are applicable to all members within CMU Bargaining Unit B, C and D, regardless of union affiliation.

16. No Precedent

Implementation of this Agreement, the circumstances and statements leading to the Agreement, and the Agreement itself, shall be without precedent or prejudice in any other matter and shall not be admissible in any other proceeding; however, this Agreement and any information pertaining to this Agreement may be introduced in any proceeding to enforce this Agreement.

17. Release of Claims

The individual Unions on behalf of their respective CMUs and their constituent members, hereby releases MassDOT, its predecessors and any of their present or former employees from any and all liabilities, claims, damages, costs, interest and expenses of any kind arising directly or indirectly out of the implementation of the Classification Study as provided in the Master Labor Integration Agreement dated December 28, 2010 including but not limited to any rights or claims under Mass. General Laws Chapter 150E or any applicable collective bargaining agreement. **Notwithstanding the foregoing, it any component union can demonstrate by a preponderance of evidence that an employee intended by the parties to be covered by this Agreement was mistakenly assigned or not assigned to the proper Appendix to this MOU, corrective action will be taken by MassDOT to remediate such oversight.**

We have read the foregoing Agreement and understand that it applies to and covers all claims heretofore arising that we have, had, or may have had. We acknowledge that we have had every opportunity to obtain counsel in this matter and have either benefited from receipt of such counsel or have otherwise voluntarily chosen not to consult with such counsel in this matter. We further acknowledge that we accept and agree to the provisions of this Agreement and hereby execute it voluntarily with full understanding of its consequences and without being coerced in any way.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Executed this _____ day of January, 2019

Massachusetts Department of Transportation

Coalition of MassDOT Unions 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 Attorney
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

By: _____
Leo M. Munroe, President
National Association of Government
Employees, Local R1-219 and
Chairperson of the CMU for Unit C

By: _____
Faren Woolery, President

National Association of Government
Employees, Local 368 and Chairperson
of the CMU for Unit D