
MEMORANDUM OF AGREEMENT

BETWEEN

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION ("RMV")

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES ("Union")
UNIT A

RE: OPERATIONAL ENHANCEMENTS REGISTRY OF MOTOR VEHICLES
REAL ID AND ATLAS IMPLEMENTATION

June __ 2018

This Memorandum of Agreement is entered this ___ day of June 2018 by and between the Massachusetts Department of Transportation ("MassDOT/RMV" or "Employer") and the National Association of Government Employees ("Union") on behalf of Bargaining Unit A **employees in the Registry of Motor Vehicles.**

Whereas, on March 26, 2018 the Registry of Motor Vehicles implemented the ATLAS system and REAL ID Program;

Whereas, MassDOT/RMV and the Union have met to address issues of mutual concern which have arisen since the implementation of ATLAS/REAL;

Whereas, in a spirit of cooperation based on their mutual appreciation and understanding of the increased complexity of the work performed by bargaining unit employees as well as need for a more mobile and flexible workforce to meet customer needs;

MassDOT/RMV and the Union agree to the following:

RAPID RESPONSE TEAM

1. The Employer may establish a unit known as the Rapid Response Unit (the "Unit") which shall be comprised of bargaining unit A employees selected by the Employer from among qualified volunteers who shall be available and ready upon notice to report to an assigned work location within a pre-

[Handwritten signatures and date: March 6, 2018]

Handwritten signature and date: 6-20-1

determined geographic area. These employees shall be used to supplement existing staffing levels, provide vacation coverage and to cover for employees on approved leaves of absence, but may be used otherwise to perform bargaining unit A work as determined by the Employer.

2. The Employer shall post the Unit positions in each region and include a list of the Service Centers that are covered by the position on each posting. To be eligible for the Unit an employee must possess a valid Massachusetts driver's license, have reliable transportation and will be expected to remain in the Unit for at least one (1) year from the date of selection unless circumstances beyond the employee's control prevent the employee from serving the full term. Applicants for the position will be considered based on their ability to do the job as determined by skills, knowledge and work history, including time and attendance. Employee selections shall not be subject to grievance arbitration, except that an employee who is not selected may grieve to Step II solely on the grounds that the non-selection was arbitrary or capricious.

3. Employees selected for the Unit will be paid bi-weekly amount of \$92.31 in addition to their regular wages for each completed calendar month of service as a member of the Rapid Response Team. When an employee is deployed to a temporary location directly from their home, or goes directly home from a temporary work location, he/she shall be compensated for reasonable travel time that is in excess of their regular commuting time. In addition, the Employer shall reimburse the employee for any additional reasonable travel expenses including tolls, parking and mileage incurred traveling to and from the temporary work location in excess of the employee's normal commuting expenses between their home and regular work location. The Employer may require the employee to provide reasonable evidence that the employee is entitled to travel time or travel expenses as provided above.

4. The Employer may remove an employee from the Rapid Response Unit at any time. The decision to remove an employee may be grieved to Step II solely on the grounds that it was arbitrary or capricious.

CUSTOMER SERVICE ADVOCATE POSITION

5. MassDOT may establish and fill the functional position of Customer Service Representative/Door Advocate. Employees selected for the position will receive a salary increase equal to the increase they would receive if they were

Handwritten notes:
K/W
MCR
6.20.17
JRM

promoted into the next higher level within their job series for as long as they remain in the position. The CSR/Door Advocate position will be used to provide pre-transaction information and guidance to Service Center customers to enhance the customer experience, maximize queuing efficiency, and reduce wait times. MassDOT/RMV shall in its discretion determine the number of CSR/Door Advocate position(s) to be filled at each Service Center. The positions will be posted for at least 7 calendar days and filled from among the pool of qualified applicants based on their ability to do the job as determined by skills, knowledge and work history, including time and attendance. Employees selected for the position may be removed at any time and returned to their previous job duties. The Employer may at any time decide to eliminate the CSR/Door Advocate position. The non-selection or removal of an employee for/from a Customer Service Representative/Door Advocate position shall be subject to the grievance procedure to Step II on the grounds that it was arbitrary or capricious. Employees who perform the duties of the position on a sporadic or occasional basis are not entitled to the higher pay.

ASSISTANT SERVICE CENTER MANAGER

6. MassDOT may establish and fill the position of Assistant Service Center Manager which shall be a managerial position and shall be exempt from collective bargaining. MassDOT reserves the exclusive right to determine the salary grade for the position which it anticipates will be M-3 or above. The Union agrees that duties of the position may include some of the duties currently performed by bargaining unit members in the Customer Service IV but that no Customer Service IV position will be eliminated as a result of the creation of this new position.

TEMPORARY EMPLOYEES

7. The Employer may hire employees on a part-time or full-time temporary basis to fill temporary vacancies or for a specific term not to exceed 12 continuous months. All postings for temporary positions shall clearly state that they are temporary and include the expected term of appointment. The employment of temporary employees will automatically terminate at the end of the temporary vacancy or the expiration of the term of appointment, or at any other time as may be determined by the Employer without recourse to layoff, bumping or recall rights. All other terms and conditions of the collective

bargaining agreement shall apply except that the probationary period shall be for nine months from the date of hire.

JW
me 6.20.
JHM

INTERBRANCH OVERTIME OPPORTUNITIES

8. With the approval of the District Manager an employee who has completed their workday may volunteer to work overtime at another Service Center location where an overtime opportunity exists, provided that there are no unfilled overtime opportunities at their own work location, unless approved by the District Manager. Employees who work such overtime shall be paid for all reasonable travel time between their regular work location and the work location where the overtime is performed in excess of their normal commute time between their regular work location and home. In addition, the Employer shall reimburse the employee for any additional reasonable travel expenses including tolls, parking and mileage incurred traveling to and from the temporary work location that are in excess of the employee's normal commuting expenses between their home and regular work location. The Employer may require the employee to provide reasonable evidence that the employee is entitled to travel time or travel expenses as provided above.

The decision to allow or deny an employee an interbranch overtime opportunity shall be subject to the grievance procedure to Step II on the grounds that it was arbitrary or capricious.

WORK SCHEDULES/SHIFTS

9. The Employer may establish a work week not to exceed 40 hours or five consecutive days Monday through Saturday. The workday shall not exceed 12.5 hours excluding paid meals periods. All 40 hour workweeks and non-traditional or alternative work schedules will be posted at least two weeks in advance and employees shall have the right to select a shift/schedule in order of their seniority. No employee currently assigned a 37.5 hour workweek shall be required to work a 40.0 hour however, the employer may require any employee hired after the date that this agreement is signed to work a standard work week of 40 hours.

MCF-6-20-13
K M
Ogata

EDUCATION AND TRAINING ASSISTANCE FUND

10. Beginning the first full payroll period in July 2018, MassDOT agrees to contribute \$ 1.25 per week to the Commonwealth NAGE Health Education and Welfare Fund on behalf of each full-time equivalent bargaining unit employee within the Registry of Motor Vehicles Division to allow such employees to be full participants in the educational programs and reimbursements provided by the Fund.

WAGE ADJUSTMENTS

11. Effective the first full payroll period in July 2018 the job titles CSR II, CSR III, CSR IV and Title Review Officers shall be upgraded one grade and employees in those job titles shall be placed at the new job grade in the current step without a change in anniversary date. Effective the first full payroll period in July 2019 the job titles CSR I, CSR II, CSR III, CSR IV and Title Review Officers shall be upgraded one additional grade and employees in those job titles shall be placed at the new job grade in the current step without a change in anniversary date.

CONFLICTS OF PROVISIONS

12. In the event of a conflict between any express term of this agreement and the terms of any prior collective bargaining agreement, memorandum, side letter or other written or oral agreement between the parties, the terms of this agreement shall control.

MODIFICATIONS

13. This agreement may not be modified or altered in any way except by a written instrument signed by both parties.

NO WAIVER

14. By entering this agreement the Employer does not concede that bargaining over any of the subject matter contained in the agreement was required by G.L. c. 150E. This agreement shall not be introduced in any

proceeding to establish either the scope of the Employer's managerial rights under the collective bargaining agreement or G.L. c. 150E or that it waived any such rights, except for enforcement of its terms.

MCR 6/20/18
[Signature]
6/20/18
[Signature]
6/20/18

AUTHORITY OF SIGNATORIES

15. The individuals whose signatures appear below represent that they are authorized to execute this agreement and to bind their respective principals to the terms set forth herein and that all necessary votes, authorizations or other approvals have been obtained in advance prior to the execution of this document.

Massachusetts Department of
Transportation

National Association of Government
Employees for Bargaining Unit A

Stephanie Pollack, Secretary and
CEO

John Mann, President
NAGE Local R1-292

Erin Deveney, Registrar
Registry of Motor Vehicles

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

MCR 6/20/18
This agreement is contingent upon execution of a successor collective bargaining agreement for Unit A
[Signature]