COLLECTIVE BARGAINING AGREEMENT

between the

COMMONWEALTH OF MASSACHUSETTS

and the

ALLIANCE, AFSCME – SEIU LOCAL 888
UNIT 2

JULY 1, 2009 to JUNE 30, 2012

TABLE OF CONTENTS

SUBJECT		PAGE
PREAMBLE		1
ARTICLE 1	RECOGNITION	1
ARTICLE 2	MANAGERIAL RIGHTS/PRODUCTIVITY	1
ARTICLE 2A	RULES AND REGULATIONS	2
ARTICLE 3	UNION SECURITY	2
ARTICLE 4	AGENCY FEE	3
ARTICLE 5	UNION BUSINESS	3
ARTICLE 6	ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION	7
ARTICLE 7	WORKWEEK AND WORK SCHEDULES	7
ARTICLE 8	LEAVE	11
ARTICLE 9	VACATIONS	21
ARTICLE 10	HOLIDAYS	23
ARTICLE 11	EMPLOYEE EXPENSES	25
ARTICLE 12	SALARY RATES	26
ARTICLE 13	GROUP HEALTH INSURANCE CONTRIBUTIONS	29
ARTICLE 13A	HEALTH AND WELFARE	29
ARTICLE 13B	TUITION REMISSION	30
ARTICLE 13C	DEPENDENT CARE	31
ARTICLE 14	SENIORITY, TRANSFERS, PROMOTIONS, REASSIGNMENTS, FILLING OF VACANCIES AND NEW POSITIONS	31
ARTICLE 15	CONTRACTING OUT	36
ARTICLE 16	OUT OF TITLE WORK	36
ARTICLE 17	CLASSIFICATION AND RE-CLASSIFICATION	37
ARTICLE 17A	CLASSIFICATION/COMPENSATION REVIEW	37
ARTICLE 18	LAYOFF – RECALL PROCEDURE	39
ARTICLE 19	TRAINING AND CAREER LADDERS	42
ARTICLE 19A	TECHNOLOGICAL CHANGE	44
ARTICLE 19B	TECHNOLOGY RESOURCES	45
ARTICLE 20	SAFETY AND HEALTH	46
ARTICLE 21	EMPLOYEE LIABILITY	49
ARTICLE 22	CREDIT UNION DEDUCTIONS	50
ARTICLE 23	ARBITRATION OF DISCIPLINARY ACTION	50
ARTICLE 23A	GRIEVANCE PROCEDURE	51
ARTICLE 24	PERSONNEL RECORDS	54

ARTICLE 24A	PERFORMANCE EVALUATION	54
ARTICLE 25	STATE-WIDE AND DEPARTMENTAL LABOR MANAGEMENT COMMITTEE	56
ARTICLE 26	NO STRIKES	58
ARTICLE 27	DRUG TESTING/SCREENING	58
ARTICLE 28	FITNESS STANDARDS	58
ARTICLE 29	SAVING CLAUSE	60
ARTICLE 30	REOPENER	60
ARTICLE 31	DURATION	60
ARTICLE 32	APPROPRIATION BY THE GENERAL COURT	60
APPENDIX A-1	SCHEDULE OF BIWEEKLY SALARY CHARTS	62
APPENDIX A-2	SCHEDULE OF BIWEEKLY SALARY CHARTS	63
APPENDIX A-3	SCHEDULE OF BIWEEKLY SALARY CHARTS	64
APPENDIX B	LIST OF ELIGIBLE TITLES – “A” SALARY SCHEDULE	65
APPENDIX C	COMMONWEALTH EMPLOYMENT STANDARDS	66
APPENDIX D	LIST OF TITLES EXCLUDED FROM PROMOTION PROVISIONS OF ARTICLE 14	77
APPENDIX E	NON-SELECTION FORM	78
APPENDIX F	GRIEVANCE FORM	79
APPENDIX G-1	REQUEST FOR MEDICAL VERIFICATION FORM	80
APPENDIX G-2	CONFIDENTIAL ILLNESS CERTIFICATION	81
APPENDIX G-3	CERTIFICATIONOF HEALTH CARE PROVIDER FOR EMPLOYEE’S SERIOUS HEALTH CONDITION	82
APPENDIX G-4	CERTIFICATION OF HEALTH CARE PROVIDER FOR FAMILY MEMBER’S SERIOUS HEALTH CONDITION	86
APPENDIX H	ARTICLE 18 BUMPING CORRIDORS	90
SUPP AGREEMENT A	RE: ARTICLES 14 AND 18	92
SUPP AGREEMENT B	VOLUNTARY/INVOLUNTARY OVERTIME	93
SUPP AGREEMENT C	RE: ARTICLE 14	94
SUPP AGREEMENT D	CLARIFICATION OF ARTICLES 12 AND 24A	95
SUPP AGREEMENT E	RE: DEPARTMENT OF CONSERVATION & RECREATION	97
SUPP AGREEMENT E-1	RE: DEPARTMENT OF CONSERVATION & RECREATION	99
SUPP AGREEMENT F	RE: MA DEPARTMENT OF TRANSPORTATION	100
SUPP AGREEMENT G	RE: MA DEPARTMENT OF TRANSPORTATION	101
SUPP AGREEMENT H	RE: DEPARTMENT OF CONSERVATION & RECREATION	102
SUPP AGREEMENT I	BLUESHEETING (DOT, DCR, FWE)	103
SUPP AGREEMENT J	SEASONAL EMPLOYEES	104
SUPP AGREEMENT K	CAMPUS POLICE OFFICERS (DPH, DMH, DDS)	105
SUPP AGREEMENT L	RE: DEPARTMENT OF YOUTH SERVICES	106
SUPP AGREEMENT M	CLIENT/CONSUMER VACATIONS: METHOD OF PAYMENT	107

MOU	ESSENTIAL FUNCTIONS	108
MOU	CLARIFYING THE CALCULATION OF OT COMPENSATION FOR PART-TIME EMPLOYEES	109
MOU	WORK HOUR TRAVEL	110
MOU	DIRECT DEPOSIT	111
MOU	CONCERNING ARTICLES 23 AND 23A	112
MOU	CONCERNING ADOPTION ASSISTANCE	113
MOU	RE: MA DEPARTMENT OF TRANSPORTATION AND DEPARTMENT OF CONSERVATION & RECREATION	114
MOU	RE: RECRUITMENT AND RETENTION	115
MOU	RE: MBTA MONTHLY PASSES	116
	LIST OF ACTIVE UNIT 2 TITLES (2/22/10)	117

PREAMBLE

This collective bargaining agreement entered this 11th day of February, 2009 by the Commonwealth of Massachusetts acting through the Secretary for Administration and Finance and his/her Human Resources Division, hereinafter referred to as the "Employer", or the Commonwealth; and by the Alliance, AFSCME/SEIU, AFL-CIO, which is composed of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliate Council 93 and the Service Employees International Union (SEIU), AFL-CIO and its affiliates Locals 888 and 509 hereinafter referred to as the "Union" and has as its purpose the promotion of harmonious relations between the Union and the Employer.

ARTICLE 1
RECOGNITION

Section 1. The Commonwealth recognizes the Union as the exclusive collective bargaining representative of employees of the Commonwealth in job titles in Unit 2, as certified by the Labor Relations Commission in its Certification of Representation dated February 4, 1976 (Case No. SCR-2061).

It is understood that the Human Resources Division (HRD) has been designated by the Commissioner of Administration to represent the Commonwealth in collective bargaining and that all collective bargaining on behalf of the Commonwealth shall be conducted solely by the Human Resources Division.

Section 2.

A. As used in this contract the term "employee" or "employees" shall:

1. include full-time and regular part-time persons employed by the Commonwealth in job titles in the bargaining unit included in Section l above, including seasonal employees whose employment is for a period of ninety (90) consecutive days or more.

2. exclude:

   a. all managerial and confidential employees;
   b. all employees employed in short term jobs established by special federal or state programs such as summer jobs for underprivileged youths;
   c. all intermittent employees which are defined as an employee who is neither full-time nor a regular part-time employee and whose position has been designated as an intermittent position by his/her Appointing Authority in accordance with existing written procedures of the Personnel Administrator, or those procedures as hereafter amended.
   d. all persons paid through a subsidiary account designated by the State Comptroller for use in the payment of contract personnel.

B. A <u>full-time employee</u> is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve (12) months or who normally works a full workweek and has been employed for twelve (12) consecutive months or more.

C. A <u>regular part-time employee</u> is defined as an employee who is expected to work fifty percent (50%) or more of the hours in a work week of a regular full-time employee in the same title.

ARTICLE 2
MANAGERIAL RIGHTS/PRODUCTIVITY

Section 1. Except as otherwise limited by an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2. Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Section 3. It is acknowledged that during the negotiations that resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties, and the Union agrees that the Employer shall not be obligated to any additional collective bargaining.

Section 4. Any prior agreement covering employees in these bargaining units shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE 2A
RULES AND REGULATIONS

The Rules and Regulations governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, Other Leave, Charges and State Personnel, Accident Prevention, as authorized by Section 28 of Chapter 7 of the General Laws (Red Book) and those Rules and Regulations governing Classifications, Salaries, Allocations, Individual Reallocations, Salary Increments as authorized by Section 45 (5) and Section 53 of Chapter 30 of the General Laws (Gray Book) shall not apply to employees covered by this Agreement.

ARTICLE 3
UNION SECURITY

Section I. The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

Section 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. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty (60) days notice in writing to his/her department head.

Section 3. An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her department head.

Section 4. The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy as of July 1, 1976 to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of the Department of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

Section 5.

A. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to his/her department head.

B. The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted provided that the Union is in conformity with the requirements of Section 4 of this Article.

ARTICLE 4
AGENCY FEE

Section 1. Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the effective date of the Agreement, whichever is later, a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received, all as provided in General Laws C.150E S.12.

Section 2. This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in bargaining unit 2 present and voting.

Section 3. The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

Section 4. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement.

In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

ARTICLE 5
UNION BUSINESS

Section 1. Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for

such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

Section 2. Paid Leave for Union Business

Union officials, including but not limited to stewards, shall be permitted to have time off without loss of pay (paid union leave) for the following purposes, and requests for such time off shall not be unreasonably denied:

1. Attendance at Statewide, Departmental, facility and local labor-management committee meetings, including reasonable travel and preparation time.

2. Attendance at legislative or gubernatorial work-related Commissions as so designated.

3. Investigation and processing of grievances, including reasonable travel time.

4. Attendance at grievance and arbitration hearings, including reasonable travel and preparation time.

5. Participation in collective bargaining negotiations, including midterm and contract negotiations, with allowance for reasonable travel and preparation time.

6. Participation in Departmental meetings or Committees, including reasonable travel and preparation time.

7. Representation of employees during investigations, hearings, or administrative inquiries within the Appointing Authority, including reasonable travel and preparation time.

8. Non-grievance dispute resolution, including disputes between employee(s) and coworker(s) and/or employee(s) and their supervisor(s). Requests for release time under this provision shall identify the nature of the problem to be addressed; shall identify the parties involved; and shall include participation from Department/Agency labor relations staff when the Department/Agency deems such participation appropriate. All release time requests under this provision shall be processed through the Department/Agency central Human Resources Office. Release time granted under this provision shall include reasonable travel and preparation time.

9. In order for elected delegates of the Union to attend conventions of the State AFL-CIO and parent organizations. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions. Such release time shall be granted in accordance with current practice. Additional requests under this Section due to extenuating circumstances shall be submitted to and considered by the Human Resources Division.

10. Grievants shall be permitted to have time off without loss of pay for attendance at grievance hearings through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.

11. All leave granted under this Section shall require prior approval of the Human Resources Division. Requests for release time for the purpose of attending Union conventions must be at least twenty-one (21) days in advance of such convention.

12. SEIU Local 888 stewards shall annually receive one full day of paid union leave to attend stewards' training.

Section 3. Unpaid Union Leave of Absence

A. Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one (1) or more additional periods of one (1) year or less at the request of the Union. Approved requests will be granted by the Department/Agency head not to exceed one (1) per each 2,000 employees in the bargaining unit provided that no adverse effect on the operations of the Department/Agency results.

B. Leaves of absence without loss of benefits or other privileges (not including wages) to attend meetings, conventions and executive board meetings of the local, city, state, regional and parent organizations may be granted to Union officers, stewards and elected delegates of the Union.

C. Representatives and officers of the Union may be granted leaves of absence without loss of benefits or other privileges (not including wages) to attend hearings before the Legislature and State agencies concerning matters of importance to the Union.

D. Witnesses called by the Union to testify at a Step III hearing or in arbitration proceeding (Step IV) may be granted time off without loss of benefits or other privileges (not including wages).

E. All leaves granted under this Section shall require prior approval of the Human Resources Division. Requests for unpaid leaves of absence (as provided by Section 3B above) for the purpose of attending Union conventions must be made at least twenty-one (21) days in advance of such conventions.

Section 4. Union Use of Premises

The Union shall be permitted to use those facilities of the Employer for the transaction of Union business during working hours, which have been used in the past for such purpose, and to have reasonable use of the Employer's facilities during off-duty hours for Union meetings subject to appropriate compensation if required by law. This Section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract.

Section 5. Bulletin Boards

The Union may post notices on bulletin boards or on an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 6. Employer Provision of Information

The Employer shall be required to provide the Union with the following information:

A. The Union and/or the employee shall furnish to the Department/Agency, a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Commonwealth. The Union and the Commonwealth agree that employee Social Security Numbers will not be released to any third party outside of the business relationship existing

between the Union and the Commonwealth, unless directed in writing, by the employee.

The Alliance further agrees that should it improperly disclose, release or distribute the social security numbers of employees in bargaining unit 2, it will indemnify the Commonwealth for any and all damages resulting from such improper disclosure by the Alliance.

B. Concurrent with the issuance of bi-weekly wages to workers in the bargaining units represented by the Alliance, the Employer will electronically forward a data file (MVEN005) to the Union for all employees for whom dues or agency fees have been deducted.

C. Upon the issuance of bi-weekly wages to workers in the bargaining units represented by the Alliance, the Employer will electronically forward a data file (MVEN002) to the Union for all employees whose job title is represented by the Alliance and for whom the Employer is providing contributions to the Health and Welfare Fund. This file shall contain:

- Agency/Departmental Code
- Social Security Number
- Employee ID
- Last Name
- First Name
- Middle Initial
- Home Address
- Date of Birth
- Marital Status
- Full/Part-time Code
- Gender
- State Service Date
- Date Employee Started in Bargaining Unit
- Bargaining Unit
- Pay Title Code
- Authorized Hours
- Information Date
- Action Date
- Employee Status
- Status Description
- Confidential Code
- Termination Date
- Action Code
- Action Reason Code
- Account Number
- Location Code
- Division Number/Mail Drop
- Calculated FTE
- Grade
- Step
- Biweekly Salary-Comp rate
- Civil Service Seniority Date
- Owned Job Code
- Dept Entry Date
- Effective Date
- Step Entry Date
- MA Dept Service Date
- Hire Date
- Rehire Date
- MA State Service Date

D. Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools (such as MS Access and the Commonwealth's Information Warehouse) that are commonly used by the Employer. These files may contain data, which describes the employee, their job, or personnel actions performed. The request for this data will not be unreasonably denied.

E. The Employer shall provide to the Union an updated listing of codes on a semi-annual basis.

Section 7. Orientation

Where the Department/Agency provides an orientation program for new employees or employees entering the bargaining unit for the first time, up to one (1) hour shall be allotted to the Union and to the new employees during which time a union representative may discuss the Union with the employee.

ARTICLE 6
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, age, mental or physical handicap, union activity or veteran status.

Section 2. The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, sex, national origin, or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

Section 3. The Statewide Labor/Management Committee established pursuant to ARTICLE 25 shall give priority to the area of affirmative action. The Committee shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the policy and commitments contained in the Governor's Executive Order No. 116 dated May 1, 1975 or as subsequently amended or in Governor's Executive Order #253 (1988) or as subsequently amended.

Section 4. The Employer and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should be subjected to such harassment. The term sexual harassment as used herein is conduct such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which constitutes sexual harassment when:

A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Section 5. A grievance alleging a violation of Section 4 of this Article shall be filed initially at Step II of the grievance procedure. Such action must be brought within twenty-one (21) days from the alleged act or occurrence. However, an employee who has filed a complaint alleging sexual harassment under the Commonwealth's Statewide Sexual Harassment Policy may not file a grievance regarding those same allegations under this Section.

ARTICLE 7
WORKWEEK AND WORK SCHEDULES

Section I. Scheduled Hours, Workweek, Workday

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half (37.5) hours per week excluding meal periods or forty (40) hours per week excluding meal periods, as has been established for that job title at the particular job location. Any employee whose regular workweek has averaged more than forty (40) hours excluding meal periods in the past shall have a forty (40) hour workweek.

B. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.

C. When the Employer desires to change the work schedule of employee(s) the Employer shall, whenever practicable, solicit volunteers from among the group of potentially affected employees, and select from among the qualified volunteers.

The Employer shall, except in emergency situations, give any affected employee whose schedule is being involuntarily changed ten (10) days written notice of such contemplated change. The provisions of this subsection shall not be used for the purpose of avoiding the payment of overtime.

D. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. The parties shall establish a joint Union/Management Committee in each Department/Agency to study those situations where such work schedules do not now prevail in an attempt to determine the practicability of establishing a regular work schedule for employees which might consist of five (5) consecutive workdays followed by two (2) consecutive days off. The joint Union/Management Committee shall also study those situations in each facility where the employee works more than one (1) shift in a workweek in an effort to establish more uniform work schedules. Should the parties not be able to come to agreement on this issue, then the parties may seek resolution at Step III of the grievance procedure. This subsection should not apply to employees in authorized flexible hours programs.

E. Employees in the Department of Youth Services who engage in field trips from the forestry camps should work a regular schedule of not more than twenty-six (26) days of work followed by not more than thirteen (13) days off.

F. The parties acknowledge the benefit of establishing alternative work schedules, including but not limited to flexible hours, staggered hours, part-time and job sharing where such programs contribute to the efficient delivery of state services. The Labor Management Committee established pursuant to ARTICLE 25 of this Agreement shall meet to determine the feasibility of establishing such options where they do not currently exist, to monitor existing programs, and to recommend changes where appropriate.

Upon the written request of either party, the Union shall meet with local and central office representatives relative to developing and implementing Flex-time/Alternative work schedules where feasible for an individual worksite/facility or for the Department/Agency. Following said meetings where there continues to be any unresolved issues the areas of dispute may be brought at the request of either party to the Human Resources Division to work toward a possible resolution. All agreements reached pursuant to the above paragraph shall be submitted to the Union and the Human Resources Division for approval.

Section 2. Overtime

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week.

B. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular workweek.

C. The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This Paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the Appointing Authority and by the Chief Human Resources Officer.

D. 1. With the exception of paid sick leave, all time for which an employee is on full paid leave status shall be considered time worked for the purpose of calculating overtime compensation.

2. However, an employee who uses sick leave during the same work week in which he/she works mandatory overtime shall have the opportunity to replace up to three (3) shifts per fiscal year of sick leave with his/her available personal leave, vacation leave, accrued compensatory time or holiday compensatory time. Furthermore, up to two (2) days of sick leave may be counted toward such overtime calculation if the employee submits medical evidence pursuant to Article 8, Section 1 of the Agreement.

E. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

F. Upon the request of an employee, an Appointing Authority may grant, at its discretion, compensatory time in lieu of payment for overtime at a rate not less than one and a half hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of ninety (90) hours.

An Appointing Authority shall permit the use of compensatory time within a reasonable time from the employee's request, provided the use of compensatory time does not unduly disrupt the operation of a Department or Agency.

Upon termination, an employee shall be paid for all unused compensatory time at the final regular rate of pay.

G. The Employer shall make every effort to compensate employees for overtime in the same pay period that the overtime was earned. However, it is understood that there are situations in which the overtime entries cannot be made until the following pay period (e.g. overtime earned in the first week of the pay period should be paid within the same pay period; overtime worked in the second week of the pay period should be paid in the following pay period).

H. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek. Department heads and union representatives at each location shall work out procedures for implementing this policy of distributing overtime work.

I. Prior to implementing mandatory overtime a reasonable effort will be made to solicit volunteers.

J. The provisions of this Section shall not apply to employees on full travel status to the extent permitted by law.

Section 3. Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Department/Agency and the needs of the employee.

Section 4. Rest Periods and Clean-up Time

A. Employees may be granted a rest period of up to fifteen (15) minutes per work day. Employees covered by recently expired contracts shall continue to enjoy the same rest period benefits provided for in such contracts.

B. Employees covered by recently expired contracts entitling them to clean-up time shall continue to enjoy the same clean-up benefits provided for in such contracts.

Section 5. Call Back Pay

An employee who has left his/her place of employment after having completed work on his/her regular shift, and who is called back to a workplace prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

An employee who is called back to work as outlined above but is not called back to a work place shall receive a minimum of two (2) hours pay at his/her regular overtime rate. For the purpose of this Section, a "work place" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment.

For an employee who is called back pursuant to paragraphs 1 and 2 of this Section, the four (4) hour minimum shall be counted for the purpose of calculating overtime compensation pursuant to Section 2 of this Article when said employee is called back to the workplace. The two (2) hour minimum shall be counted for the purpose of calculating overtime compensation when the employee is called back to work but not called back to the workplace.

Section 6. Shift Differential

A. Effective July 9, 2006, employees of the Commonwealth rendering service on a second or third shift as hereinafter defined shall receive a shift differential of one dollar and 25 cents ($1.25) per hour for each hour worked.

B. For the purpose of this Section only, a second shift shall be one that commences at 1:00 p.m. or after and ends not later than 2:00 a.m. and a third shift shall be one that commences at 9:00 p.m. or after and ends not later than 9:00 a.m.

C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift, will receive an hourly differential pursuant to paragraph A of this Section.

D. For employees who are required to work a second or third shift as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one

half of the regular salary rate plus the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

Section 7. Stand-by Duty

A. Effective July 8, 2007, an employee who is required by the department head to leave instructions as to where he/she may be reached in order to report to work when necessary shall be reimbursed at a rate not to exceed seventeen dollars and fifty cents ($17.50) for such stand-by period.

B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty, and shall be nine (9) hours in duration for any daytime stand-by duty.

C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.

D. Should an employee be called off stand-by duty to perform work, such employee shall receive, in addition to his/her stand-by pay, additional pay for all hours worked on an overtime basis in accordance with Section 2 (overtime) and Section 5 (callback) of this Article and all other relevant provisions of this Agreement.

E. When the practice has been for the Employer to provide the employees on stand-by with a beeper, this practice shall continue.

Section 8. Weekend Differential

A. Effective July 9, 2006, employees of the Commonwealth rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of one dollar ($1.00) per hour for each hour worked, provided, however, that no employee shall receive said weekend differential for more than one (1) shift per weekend.

B. For the purposes of this Section, a weekend shift shall be defined as a shift that commences on or after 9:00 p.m. on Friday and concludes on or before 2:00 a.m. on Monday.

C. The above hourly weekend differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a weekend shift. Eligible employees who are required to work a weekend shift, or any portion thereof, on an overtime basis, replacing a worker who normally works such weekend shift, will receive an hourly differential pursuant to paragraph A of this Section.

D. For employees who are required to work a weekend shift as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one-half of the regular salary rate plus the weekend differential for the number of hours in excess of forty (40) per week worked on such weekend shift.

ARTICLE 8
LEAVE

Section 1. Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the following rate for each full calendar month of employment:

Scheduled Hours per Week	Sick Leave Accrued
37.5 hours per week	9.375 hours
40.0 hours per week	10.000 hours

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B. A regular part-time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.

C. Sick leave shall be granted, at the discretion of the Appointing Authority, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury.

2. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:

   a. caring for the spouse, child, foster child, step-child, parent of either the employee or his/her spouse, step-parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian or a relative living in the immediate household who is seriously ill; or

   b. parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this Section shall not be required to submit a medical certification, unless the Appointing Authority has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8 (A)(7) below.

3. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.

4. An employee may use up to ten (10) days of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. HRD may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee may use the one (1) day per month of paid leave available to employees for volunteer work under the Commonwealth's School Volunteer or Mentoring programs for the above-cited foster care activities.

5. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

6. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition. Permissible sick leave use for these purposes shall include reasonable travel time to and from said licensed medical or dental appointments.

7. When an employee is absent due to the excessive use of alcohol or narcotics, becomes and continues to be an active participant in an approved counseling service program. However, said participation may not mitigate the potential of disciplinary action.

D. A full-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.

E. Upon return to work following a sick leave in excess of five (5) consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his/her choice.

F. Sick leave must be charged against unused sick leave credits in units of one-half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

G. Any employee having no sick leave credits, who is absent due to illness shall be placed on leave without pay unless said employee requests use of other available leave time, which is subsequently approved.

H. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the Chief Human Resources Officer, where such absence was caused by:

1. Illness of said employee;

2. Dismissal through no fault or delinquency attributable solely to said employee; or

3. Injury while in the employment of the Commonwealth in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

I. A regular part-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one (1) day of service of a full-time employee.

J. Employees requesting sick leave under this Article must notify the designated representative of the Appointing Authority at least one (1) hour before the start of his/her work shift on each day of absence. In single-shift agencies, employees requesting sick leave under this Article must notify the designated representative not later than fifteen (15) minutes after the start of the work day on each day of absence. Repeated violations of these notification procedures may result in the denial of sick leave. Such notice must include the general nature of the disability and the estimated period of time for which the employee will be absent. Where circumstances warrant, the Appointing Authority or designee shall reasonably excuse the employee from such daily notification.

K. Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require satisfactory medical evidence from the employee (see Appendix G-1, Request for Medical Verification, Appendix G-3, Certification of Health Care Provider for Employee's Serious Health Condition (FMLA), and Appendix G-4, Certification of Health Care Provider for Family Member's Serious Health Condition). Sick leave abuse shall be defined as the use of sick time for purposes other than those that are listed in Section C above. 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 practicable, the employee shall receive prior notice that the Appointing Authority believes he/she is abusing sick leave

and that he/she may be required to produce medical evidence for future use of sick leave.

In order to clarify existing practice, satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified by the medical provider as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1(C)(2) of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within ten (10) days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

If the illness or injury is identified as confidential in nature, the employee shall submit a completed Confidential Illness Certification from the attending medical provider(s) as specified above. The Confidential Illness Certification (see Appendix G-2), shall contain the medical provider's signed statement that he/she has personally examined the employee, that the employee was unable to perform his/her duties because he/she was/is incapacitated due to illness or injury for the duration of the sick leave period in question, and the prognosis for the employee's return to work. It shall be on the letterhead of the attending physician or medical provider and shall list an address and telephone number. Failure to produce this certification for a confidential illness within ten (10) calendar days from the date of the request may result in the denial of the sick leave in question.

The medical provider's determination of the employee's incapacitation for duty shall be based upon the provider's assessment of the employee's health condition for the period of sick leave utilized, and by reviewing the employee's specific job duties and responsibilities as outlined in the Form 30 position description. It is the Employer's responsibility to provide the employee with a copy of the Form 30 or current job description and G-1 and G-2 forms.

L. In extraordinary circumstances, where the Appointing Authority, or the designated person in charge if the Appointing Authority is unavailable, has sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, the Appointing Authority or the designated person in charge may authorize the removal of such employee from the workplace. It is understood that the employee might not recognize or acknowledge such unfitness.

The employee shall receive written notice from the Appointing Authority that specifically states the employee's actions leading to the removal and what is required of the employee before he/she returns to the workplace. Such notice shall be given to the employee at the time of the removal or within five (5) days of the removal.

The employee shall be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his or her own choice, in which case such verification and cost shall be the responsibility of the employee. However, the Appointing Authority shall reserve the right to obtain a second opinion from a Commonwealth designated physician to determine fitness for work. Such cost shall be borne by the Appointing Authority.

Grievances resulting from the denial of an Appointing Authority to return the employee to his/her position after he/she has been removed from the workplace in accordance with this Section shall be processed in an expedited manner at Step II.

M. No employee shall be entitled to a leave under the provisions of this Section in excess of the accumulated sick leave credits due such employee.

N. Employees whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. Upon the death of an employee who dies while in the employ of the Commonwealth, twenty percent (20%) of the value of the unused sick leave which the employee had personally earned and accrued as of the time of death shall be paid in the following order of precedence, as authorized by the Chief Human Resources Officer upon request of the Appointing Authority of the deceased employee: first, to the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system; and second, if there be no such designated beneficiary, to the estate of the deceased. It is understood that any such payment will not change the employee's pension benefit.

O. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

P. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody, and who as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days duration.

Q. The parties recognize that absenteeism and over utilization of sick leave by employees are, where they occur, problems of mutual concern. The parties therefore agree that a Labor/Management Committee shall be formed which shall meet regularly during the life of the Agreement to develop methods of reducing over utilization of sick leave and absenteeism.

R. The parties recognize that any unnecessary delay by agencies in processing Industrial Accident paperwork is a problem of mutual concern. The parties therefore agree to establish a sub-committee to study the manner in which the various Departments and Agencies process the paperwork associated with the processing and disposition of Industrial Accident claims. Said sub-committee shall make such recommendations to expedite such claims as it shall deem appropriate.

S. The parties agree to establish a labor/management committee to discuss the biweekly accrual of leave time.

Section 2. Domestic Violence Leave

An employee may use up to a maximum of fifteen (15) paid days per calendar year for the purpose of arranging for the care of him/her self, his/her child(ren), elderly parents, and spouse or for attending to necessary legal proceedings or activities in instances where the employee, his/her child(ren), elderly parents and spouse is a victim of domestic abuse and where the employee is not the perpetrator. Said fifteen (15) days are in addition to any other paid leave, which the employee may accrue under the provisions of the Agreement. Any documentation required by the employer to implement leave under this Section shall be kept strictly confidential, and any notations made on an employee status record shall be non-specific.

Section 3. Paid Personal Leave

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

Scheduled Hours per Week	Personal Leave Credits
37.5 hours per week	22.500 hours
40.0 hours per week	24.000 hours

Such personal leave may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her Appointing Authority. Full-time employees hired or promoted into the bargaining unit after January 1 of each year will be credited with personal leave days in accordance with the following schedule:

Date of Hire or Promotion	Scheduled Hours per Week	Personal Leave Credited
January 1-March 31	37.5	22.500 hours
	40.0	24.000 hours
April 1-June 30	37.5	15.000 hours
	40.0	16.000 hours
July 1-September 30	37.5	7.500 hours
	40.0	8.000 hours
October 1-December 31	37.5	0.000 hours
	40.0	0.000 hours

Any paid personal leave not taken by any December 31 will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be used in half-hour increments and may be used in conjunction with vacation leave.

B. Nothing in this section shall be construed as giving more than three (3) days personal leave in a given calendar year. Any employee who has used one or more days leave while employed in state service shall have such time deducted from the formula contained herein.

Section 4. Bereavement Leave

A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse or child, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

B. Upon evidence satisfactory to the Appointing Authority of the death of a foster child, step-child, step-parent, person for whom the employee is legal guardian, parent, brother, sister, grandparent, grandchild, or parent or child of spouse, or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four days. Leave shall not exceed four days commencing within thirty calendar days from the date of death, at the option of the employee.

C. Upon evidence satisfactory to the Appointing Authority of the death of a brother, sister, grandparent or grandchild of a spouse, an employee shall be entitled to leave without loss of pay for a maximum of one work day commencing within thirty (30) days of the date of death or ending after the date of the funeral, at the option of the employee.

Section 5. Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.

Section 6. Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.

B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:

1. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

2. Remit to the Appointing Authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

Section 7. Military Leave

A. Subject to the provisions of Chapter 33, § 59 of the General Laws, as amended, an employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, or during his/her annual tour of duty of not exceeding thirty-four (34) days in any state fiscal year, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.

B. Subject to the provisions of Chapter 33, § 59 of the General Laws, as amended, an employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days in the federal fiscal year as a member of a reserve component of the armed

forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.

C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

E. This Section shall be construed in conjunction with applicable law.

Section 8. Family and Medical Leave

A. Family Leave

1. An Appointing Authority shall grant to a full time or part time employee who has completed her/his probationary period, or if there is no such probationary period, has been employed for at least three consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within twelve (12) months following the birth or placement.

2. At least thirty (30) days in advance, the employee shall submit to the Appointing Authority a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) days notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide upon request by the Appointing Authority proof of the birth or placement or adoption of a child.

3. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation credits at the commencement of her/his family leave, the employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation provisions of this Agreement. The Appointing Authority may, in his/her discretion, assign an employee to backfill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure.

4. At the expiration of the family leave, the employee shall be returned to the same equivalent position with the same status, pay and length of service credit as of the date of her/his leave. If during the period of the leave, employees in an equivalent position have been laid-off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

5. Employees taking an unpaid leave of absence under this provision will accrue sick and vacation leave benefits only for the first eight (8) weeks of such unpaid leave. Notwithstanding any other provision of the Agreement to the contrary, the family leave granted under this Article shall not affect the employee's right to

receive any contractual benefits for which he/she was eligible at the time of his/her leave.

6. During the time an employee is on family leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover, as provided under FMLA, the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave.

7. During family leave taken in conjunction with the birth, adoption, or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave at a time requested by the employee. The ten (10) days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than one (1) day. In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.

B. Medical Leave

1. An Appointing Authority shall grant to any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of her/his position.

2. Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, the Appointing Authority shall grant the employee, on a one-time basis, up to an additional twenty-six (26) weeks of non-intermittent FMLA leave.

3. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) day notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the Appointing Authority, satisfactory medical evidence (see Appendices G-3 and G-4). Satisfactory medical evidence is defined under Section 1(K) of this Article. If the Appointing Authority has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense.

   In the event there is a conflict between the second opinion and the original medical opinion, the Appointing Authority and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the Appointing Authority and the employee, at the Appointing Authority's expense.

4. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious medical condition and is dependent upon the employee for care. Where intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.

5. If the employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her medical leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement.

6. At the expiration of the medical leave, the employee shall be returned to the same equivalent position with the same status, pay and length of service credit as of the date of her/his leave. If during the period of the leave, employees in an equivalent position have been laid-off through no fault of their own, the Employer will extend the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

7. Between periods of unpaid medical leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

8. During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.

9. For the purposes of this Section, a rolling twelve (12) month period will be used, measured backward from the date the leave is used.

10. The parties agree to work together to develop standardized forms concerning FMLA leaves.

Section 9. Non-FMLA Family Leave

A. Upon written application to the Appointing Authority, including a statement of any reasons, any employee who has completed his/her probationary period, or if there is no probationary period who has been employed at least three (3) consecutive months who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted non-FMLA family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The Appointing Authority may, in his/her discretion, assign an employee to back-fill for an employee who is on non-FMLA family leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of grandparent, grandchild, sister or brother living in the same household, or child - whether or not the child (or children) is the natural, adoptive, foster, stepchild or child under legal guardianship of the employee.

B. Ten (10) days of non-FMLA family leave may be taken in not less than one (1) day increments. However, such leave requires the prior approval of the Appointing Authority or his/her designee.

C. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of her/his non-FMLA family leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.

D. Between periods of non-FMLA family leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 10. Educational Leave

Employees may be granted a paid leave of absence in accordance with the policies of the Employer for educational purposes to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

Section 11. For the purposes of **ARTICLE 8 LEAVE**, **ARTICLE 9 VACATIONS**, and **ARTICLE 10 HOLIDAYS**, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8) hour workday shall mean seven and one-half (7.5) or eight (8) hours, whichever is appropriate, and for the purpose of **ARTICLE 9 VACATIONS**, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate.

ARTICLE 9
VACATIONS

Section I. The vacation year shall be the period from January 1st to December 31st, inclusive.

Section 2.

A. Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth on the last day of each full month worked based on work performed during that month as follows:

Length of Continuous Full-time "Creditable Service"	Scheduled Hours Per Week	Vacation Credit Accrued
Less than 4.5 years.	37.5	6.250 hours
	40.0	6.667 hours
4.5 years, but less than 9.5 years.	37.5	9.375 hours
	40.0	10.000 hours
9.5 years, but less than 19.5 years.	37.5	12.500 hours
	40.0	13.333 hours
19.5 years or more.	37.5	15.625 hours
	40.0	16.667 hours

B. For determining vacation status under this Article, "creditable service" only shall be used.

All service beginning on the first working day in the state agency where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article.

Section 3. A full-time employee on leave without pay and/or absent without pay for twenty (20) or more cumulative days in any vacation year shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year. In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one (1) year of continuous service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- serious illness requiring hospitalization for all or a portion of the period of absence
- industrial accident
- maternity/adoptive leave
- FMLA/Non-FMLA
- military leave
- educational leave
- civic duty leave
- foster care leave,

in which case "continuous service" for purposes of vacation credit shall not be affected.

Section 4. Vacation leave earned during any vacation year in which an employee achieves the next higher vacation accrual status shall be credited at the rate at which the employee began the current vacation year. Adjustments necessary to reflect the higher vacation accrual status shall be credited on the last day of the vacation year.

Section 5. A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 6. A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to twenty (20) days of service of a full-time employee shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year. In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one (1) year of continuous service for the purpose of vacation credit unless such leave or absence is attributable to one of the following reasons:

- Serious illness requiring hospitalization for all or a portion of the period of absence
- industrial accident
- maternity/adoptive leave
- FMLA/Non-FMLA
- military leave
- educational leave
- civic duty leave
- foster care leave,

in which case "continuous service" for purpose of vacation credit shall not be affected.

Section 7. An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 8. The Appointing Authority shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference, subject to the operational needs of the Department/Agency, shall be given to employees on the basis of years of employment with the Commonwealth.

Unused vacation leave earned during the previous two (2) vacation years can be carried over on January 1 for use during the following vacation year. Annual earned vacation leave credit not used by December 31 of the second year it was earned will be forfeited.

The department head is charged with the responsibility of seeing that vacation is taken in order that the employee does not lose vacation credits. Each employee shall receive annually, on or before October 1, as of September 1, a preliminary statement of the available vacation credits from the local office. A central office statement shall be forthcoming to each work location by October 1 for dissemination to each employee.

The parties recognize the need to ensure the granting of personal leave, vacation, holiday and compensatory time when it is requested and as it becomes available. Towards this end the department heads and union representatives at each work location shall work out procedures for implementing this policy of granting time off.

Section 9. Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged to vacation leave upon request of the employee and subsequent approval by the Appointing Authority.

Section 10. Employee's vacation leave balances shall be charged on an hour-for-hour basis; e.g., one (1) hour charged for one (1) hour used. Charges to vacation leave may be allowed in units of not less than one-half (0.5) hour.

Section 11. Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made therefor.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the Chief Human Resources Officer may, upon request of the Appointing Authority of the deceased person, authorize the payment of such compensation in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system, and

Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 12. Employees who are reinstated or who are reemployed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 2 of this Article. No credit for previous service may be allowed where reinstatement occurs after an absence of three (3) years unless approval of the Chief Human Resources Officer is secured for any of the following reasons:

A. Illness of the employee.
B. Dismissal through no fault or delinquency attributable solely to the employee.
C. Injury while in the service of the Commonwealth in line of his/her duties and for which the employee would be entitled to receive Workers' Compensation benefits.

Section 13. Vacation credits shall accrue to an employee while on a leave with pay status or on industrial accident leave.

Section 14. Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 15. If an employee is on industrial accident leave and has available vacation credits which have not been used, and who, because of the provision of Section 8 of this Article would lose such vacation credits, the Appointing Authority of such employee shall convert such vacation credits to sick leave credits on December 31st of the year in which such vacation credits would be lost if not taken.

Section 16. Non-teaching employees in any school within any department of the Commonwealth, whose regular service is rendered between September first and June thirtieth, may be granted the vacation leave to which he/she is entitled either during the period of his/her regular service, or after the expiration thereof, as is determined by the Appointing Authority of such employees. Such employees shall be credited with ten twelfths of vacation allowance per school year if otherwise eligible.

ARTICLE 10
HOLIDAYS

Section 1.

The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
Presidents Day
*Evacuation Day
Patriot's Day
Memorial Day
*Bunker Hill Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

*Only in Suffolk County

Section 2. All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the Employer.

Section 3. When a holiday occurs on the regular scheduled workday of a full-time employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 4. When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay within sixty (60) days following the holiday to be taken at a time approved by the agency head.

Section 5. Effective January 1, 2008 notwithstanding any other contract provisions, an employee required to work his/her regular shift on a holiday (and the employee was otherwise not scheduled to work said holiday) shall be entitled to elect, for the first five (5) times per calendar year that occurs, to receive either: (a) one (1) day’s pay in addition to regular pay for compensation for working on the holiday; or (b) a compensatory day off with pay within sixty (60) days following the holiday to be taken at a time requested by the employee and 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 in addition to pay for the holiday worked.

Once five (5) such occasions per calendar year have passed, the employee shall then receive a compensatory day off with pay within sixty (60) days following the holiday to be taken at a time requested by the employee and 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 the holiday worked. Nothing in this section shall preclude the employee from requesting, and the appointing authority from granting, pay for the holiday worked prior to the end of the sixty (60) days.

Section 6.

A. A part-time employee shall earn pay for a holiday or compensatory time in the same proportion that his/her part-time service bears to full-time service.

B. A part-time employee who is scheduled but not required to work on a holiday, who receives less holiday credit than the number of hours he/she is regularly scheduled to

work, may use other available leave time, or upon the request of the employee and approval by the Appointing Authority, subject to operational needs, may make up the difference in hours that same workweek. The scheduling of these hours will be at a time requested by the employee and approved by the Appointing Authority, subject to operational needs.

Section 7.

A. An employee who is on leave without pay or absent without pay for that part of his/her scheduled workday immediately preceding or immediately following a holiday that occurs on a regularly scheduled workday for which the employee is not required to work shall not receive holiday pay for that holiday.

B. The above procedure may be waived by the Employer if an employee is tardy due to severe weather conditions or if an employee is tardy for not more than two (2) hours due to events beyond the control of the employee. Denial of said waiver by the Employer may be appealed up to Step III of the grievance procedure if the Union feels that said denial was arbitrary or capricious.

Section 8. An employee who is granted sick leave for a holiday or part of a holiday on which she/he is scheduled to work shall not receive holiday pay or a compensatory day off for that portion of the holiday not worked.

Section 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 (1) day at his/her regular rate of pay.

Section 10. Employees of the Commonwealth rendering service on New Year's Day, Thanksgiving Day or Christmas Day shall receive a holiday differential of fifty cents ($0.50) for each hour worked. Effective July 9, 2006, employees of the Commonwealth rendering service on New Years Day, Independence Day, Labor Day, Thanksgiving Day, and/or Christmas Day, shall receive a holiday differential of one dollar and 25 cents ($1.25) for each hour worked.

ARTICLE 11
EMPLOYEE EXPENSES

Section 1.

A. Effective September 12, 2005, when an employee is authorized to use his/her personal Vehicle for travel related to his/her employment he/she shall be reimbursed at the rate of forty cents ($0.40) per mile.

Effective September 12, 2005, employees will be reimbursed for reasonable associated costs for parking and tolls for authorized travel.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office, shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment, whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the Chief Human Resources Officer, an employee's home may be designated as his/her regular office by his/her Appointing Authority, for the purposes of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

D. There shall be established a Union-Management Committee consisting of three (3) Union and three (3) Management appointees who shall review current procedures for reimbursing employees for personal property damaged in accordance with the provisions of Chapter 30, Section 9C of the General Laws. The committee shall, within nine (9) months of its initial meeting, establish a statewide procedure for addressing such personal property damage.

Section 2.

A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

Meal	Maximum Allowance	Applicable Period
Breakfast	$2.50	3:01 a.m. to 9:00 a.m.
Lunch	$4.00	9:01 a.m. to 3:00 p.m.
Supper	$7.00	3:01 p.m. to 9:00 p.m.

B. On the first day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment commences after six (6:00) a.m., for lunch if such assignment ends before noon or for supper if such assignment ends before ten (10:00) p.m.

C. On the last day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment ends before six (6:00) a.m., for lunch if such an assignment ends before noon or for supper if such assignment ends before six (6:00) p.m.

D. For travel of less than twenty-four (24) hours commencing two (2) hours or more before compensated time, employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four (24) hours ending two (2) hours or more after compensated time, employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four (24) hours.

Section 3. Employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 a.m. to 9:00 a.m.	$2.75
Lunch	9:01 a.m. to 3:00 p.m.	$3.75
Dinner	3:01 p.m. to 9:00 p.m.	$5.75
Midnight Snack	9:01 p.m. to 3:00 a.m.	$2.75

Section 4. Those employees who are on full travel status for the purpose of exercising care and custody of patients, clients or prisoners shall receive payment of $15.00 for each such twenty-four hour period. After completion of one or more such consecutive twenty-four hour periods, if such an employee continues on full travel status for at least an additional six hours but less than an additional twenty-four hours, that employee shall be entitled to receive the payment of $15.00 for such final period of full travel status.

Section 5. The parties agree to establish a labor/management committee to review the current procedures and practices for reimbursing employees for costs incurred during client outings/trips.

ARTICLE 12
SALARY RATES

Section 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 1A, 1B or 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.

Section 2. Employees who receive or who have received a “Below” rating on their annual EPRS evaluation shall not be eligible to receive the bonus or salary increases provided in Section 1 of this Article nor any step increases. Employees who receive or who have received a “Below” rating will have their performance reviewed on a monthly basis in accordance with Article 24A and Supplemental Agreement D of this Agreement and will become eligible for the bonus, salary and/or step increase previously denied effective upon the date of receiving a “Meets” or “Exceeds” rating.

Section 3. The salary rate for employees hired, reinstated or reemployed on or after July 1, 1990 shall be Step 1 for the job group of his/her position except in cases where a new employee is hired by a Department/Agency at a salary rate approved by the Chief Human Resources Officer above Step 1.

Section 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 his/her Appointing Authority. 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 his/her Appointing Authority, 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.

Section 5. Whenever an employee paid in accordance with the salary schedules provided in Appendix A of this Agreement receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:

A. For employees who are below the maximum step within their current job:

1. Determine the employee's current salary rate and step within his/her current job group; then,

2. Find the salary rate of the next higher step within the employee's current job group; <u>and</u>,

3. Multiply the employee's <u>current</u> salary rate by one and three one hundredths (1.03); then,

4. Compare the higher of the resultant amounts from 2) and 3) above to the salary rates for the higher job group into which the employee is being promoted.

5. The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from 4) above.

B. For employees who are at the maximum step within their current job:

1. Determine the employee's current salary rate and step within his/her current job group; then,

2. Multiply the employee's current salary rate by one and three one-hundredths (1.03); then,

3. Compare the resultant amount from 2) above to the salary rates for the higher job group into which the employee is being promoted.

4. The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant amount from 3) above.

Section 6.

A. The salary rates of full time employees are set forth in Appendi**x** A-1 of this Agreement, which are attached hereto and are hereby made a part of this Agreement.

B. The salary rates set forth in said appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 7. A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 8.

A. An employee entering a position within a bargaining unit covered by this Agreement from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation, received immediately prior to his/her entry into the bargaining unit.

B. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade, which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement, shall be placed at a step in grade in accordance with the provisions of Section 5 of this Article.

C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a higher salary grade, or from a position which is in the equivalent of a higher salary grade in a bargaining unit not covered by this Agreement, shall be placed at a step in grade within his/her new job grade based upon the employee's creditable service in the equivalent of the new job grade or higher job grade, or, in the event of a voluntary demotion or bump due to layoff, in the same step as the higher job grade, whichever is greater, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six months.

Section 9. Effective January 1, 2000 or on such a later date as may be determined by the Employer, all employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

Effective January 1, 2000 or on such a later date as may be determined by the Employer, salary payments for all employees covered by the terms and conditions of this Collective Bargaining Agreement shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

Section 10. When the Employer determines that any employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. The Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid (i.e. an employee who was overpaid by $5.00 per pay period for six (6) months shall refund the Employer at the rate of $5.00 per pay period for six (6) months) unless the Employer and the employee agree to another arrangement.

Section 11. Effective July 8, 2007, a classification pool of $1,140,000.00 shall be established to address classification-related matters and shall be administered by mutual consent of the parties.

ARTICLE 13
GROUP HEALTH INSURANCE CONTRIBUTIONS

Section 1. The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of coverage that is provided for him/her and his/her dependents under the Plan.

Section 2. The Commonwealth agrees that any costs incurred by employees covered by the memorandum of agreement signed by the parties on March 4, 2010 as a result of co-pay and deductible

increases approved by the Group Insurance Commission on November 20, 2009, or any subsequent such increases approved by the Group Insurance Commission in Fiscal Years 2010 and 2011, shall be reimbursed by the Commonwealth. The Commonwealth further agrees that it will neither seek nor support an increase in the group insurance premium percentage contribution rate for employees covered by this memorandum of agreement. This commitment shall endure for Fiscal Year 2010 and Fiscal Year 2011.

ARTICLE 13A
HEALTH AND WELFARE

Section 1. Creation of Trust Agreement

The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union. The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 2. Funding

A. Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time equivalent thirteen dollars ($13.50) per calendar week.

Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full-time equivalent thirteen dollars ($14.00) per calendar week.

B. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to (1) provide health and welfare benefits**;** (2) develop an Employee Wellness Program; and, (3) to pay the operating and administrative expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

C. To generate savings in Fiscal Year 2010, the parties agree to waive the Commonwealth's payment to the parties' Health and Welfare account in FY 2010 for a period of approximately one and one-half (1 ½) weeks.

Section 3. Non-Grievable

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining Agreement between the Employer and the Union.

Section 4. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged hereby with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated under Section 2 above.

ARTICLE 13B
TUITION REMISSION

Full-time employees shall be eligible for tuition remission as follows:

A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College or State University excluding the M. D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;

B. For enrollment in any non-state supported course or program offered through continuing education at any Community College, State College or State University, excluding the M. D. Program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply;

C. Remission benefit is subject to space available and usual and ordinary admission policies. It is also subject to the approval of the Board of Higher Education and the policies and procedures of same.

D. A committee shall be established to evaluate the experience of this program and to consider possible extension of the program and to make recommendations concerning both.

E. Effective July 1, 1997, spouses of full time employees shall be eligible for the remission benefits contained in this Article and subject to the other provisions of this Article. It is understood that any program of spousal eligibility developed by the Board of Higher Education in conjunction with the Employer (HRD) require the subordination of spousal eligibility rights to those remission benefit rights extended to full time state employees in different bargaining units as well as full time employees covered by the provisions of this Agreement.

ARTICLE 13C
DEPENDENT CARE

The Employer shall continue the voluntary Dependent Care Assistance Plan (DCAP), which complies with the requirement for federal tax deductibility.

ARTICLE 14
SENIORITY, TRANSFERS, PROMOTIONS, REASSIGNMENTS, FILLING OF VACANCIES, AND NEW POSITIONS

Section 1. A promotion shall mean an advancement to a higher salary grade within the jurisdiction of the employee's Appointing Authority or an appointment to another title, which is not to a higher salary grade, but where substantially dissimilar requirements prevent a transfer under Section 4.

This Article is applicable to all promotions except those reasonably anticipated to be for less than one year and its application in all cases is restricted to employees who possess the educational, training, and/or experience requirements established by the Chief Human Resources Officer for appointment to the relevant position. This Article shall apply when promoting full-time employees to positions other than positions to be filled by appointment from a civil service eligible list.

In the event that a Civil Service examination for a position has been administered but scores have not been announced, the Appointing Authority shall initially restrict eligibility for application for promotion to such position to those employees who have taken the examination. In the event that Civil Service has published an eligible list of those who passed a Civil Service examination for a position but has not certified said list, the Appointing Authority shall initially restrict eligibility for application for promotion to such position to those who passed said examination.

All vacancies, excluding those reasonably anticipated to be for less than one year, shall be posted but will not limit the Employer from hiring from outside the Department/Agency. The Department/Agency may receive applications from persons outside the Department/Agency and consider such applications in conjunction with applications from employees within the Department/Agency for any vacancy posted under the provisions of this Article. In the event a person is hired from outside the Department/Agency, such action shall be subject to the grievance procedure through Step III as provided by Article 23A of the Agreement if the Union alleges such employee does not meet the minimum requirements for the vacancy as determined by the Chief Human Resources Officer. Both parties agree to submit the issue of hiring from the outside to a study committee. Such committee will, during the life of this Agreement, address the problems inherent in such hiring and will recommend possible solutions.

Section 2.

A. For positions in job grades 2 through 10, the Appointing Authority will select the employee who is qualified to perform the work with the longest length of service in the work unit containing the vacancy. The Appointing Authority will make the selection from the appropriate applicants as set forth in Paragraph C of this section on the basis of ability to do the job and seniority within the appropriate work unit(s).

B. The following procedure shall apply to promotions made pursuant to this Article for positions in job grades 11 and above which have not been excluded from this procedure under the provisions of Paragraph E of this Section.

The following factors will be used by the Appointing Authority in determining his/her selection for a given vacancy:

1. Ability to do the job.

   a. Licenses or Registration - in positions where licenses or registration is required in the job specification or by a state-approving agency, applicant must possess adequate license or certificate of adequate registration on the date application is made.

2. Work history

3. Experience in related work

4. Education and training directly related to the duties of the vacant position.

In the event that two or more applicants are considered approximately equal in accordance with the foregoing factors, then length of service within the appropriate work unit(s) shall be the deciding factor.

C. For promotions made pursuant to this Article, the Appointing Authority shall consider applicants and post promotional opportunities in the following sequence:

1. Within the work unit.

2. Within all other work units under the jurisdiction of the Appointing Authority.

The work unit and/or work units shall be designated by the Appointing Authority. No later than sixty (60) days following execution of this Agreement, each Department/Agency shall provide to the Union a current listing of Appointing Authorities in its jurisdiction, and the designation of work units within the jurisdiction of each Appointing Authority. Once designated, the work unit and/or work units shall not be arbitrarily changed.

D. Unsuccessful applicants for posted vacancies shall receive a Notice of Non-Selection form (Appendix E) stating the reason(s) for non-selection in accordance with the criteria

contained in Sections 2A and 2B of this Article. Such notice shall be given at the time the vacancy is filled. Employees who receive such notice shall, at their option, be provided with the opportunity to discuss their non-selection with the appropriate hiring authority, or Human Resources Director. The fact that said discussion took place, and the statements made during that discussion, shall not be used in any way in connection with any grievance regarding the employee's non-selection, but the underlying issues of the non-selection grievance may be presented during the grievance process.

E. The titles specified in Appendix D of this Agreement are excluded from the promotion procedure set forth in this Article. The Employer shall provide to the Union as soon as compiled a list of the titles in those departments/agencies not listed in Appendix D to be excluded from the provisions of this Article.

The Union may negotiate with the Employer over the job titles added to Appendix D that it believes should be subject to the provisions of this Article. If the parties are unable to agree as to whether a title(s) should be covered by this Article, the Union may submit its request for inclusion of specified title(s) directly to arbitration in accordance with Step IV of the grievance procedure. All titles in the Employer's list shall be excluded from the promotion procedure under this Article until such time as an arbitrator determines that such title(s) should be covered by the provisions of this Article. Any titles, which are not on a list of excluded titles, shall be covered by the provisions of this Article.

In the event that new titles are created by the Chief Human Resources Officer, which the Employer considers necessary to be excluded from the provisions of this Article, it shall so notify the Union. The Union may negotiate with the Employer over whether such new titles shall be subject to the provisions of this Article.

If the parties are unable to agree as to whether a new title(s) should be covered by this Article, the Union may submit its request for inclusion of specified title(s) to arbitration in accordance with the grievance procedure provided for in this Agreement. All new titles on the Employer's list shall be excluded from the promotion procedure under this Article until such time as an arbitrator determines that such titles should be covered by the provisions of this Article. Any titles, which are not on a list of excluded titles, shall be covered by the provisions of this Article.

In deciding whether or not additional titles should be added to the list of titles in Appendix D, the arbitrator shall base his decision on whether or not the nature and character of the new titles is consistent with the nature and character of the titles already listed in Appendix D and on other appropriate factors.

Section 3.

A. Positions to be filled under the provisions of this Article shall be posted throughout the appropriate work unit(s) for ten (10) calendar days. The Appointing Authority may reasonably determine the positions in which employees must be employed and/or the requisite experience the employees must possess in order to be eligible to apply for a given promotion. The job posting shall include the job title, the current specific duties and qualifications in accordance with official job specifications, license and registration, salary grade, area of position, schedule of shift hours and days off.

B. An employee promoted in accordance with this Article whose performance is unsatisfactory may be returned to his/her previous job title under the jurisdiction of the Appointing Authority. If an employee's performance is determined to be unsatisfactory at any time during the following probationary periods, such determination shall not be subject to the grievance procedure:

Job grades 2 through 10	-	three months
Job grades 11 and above	-	six months

C. If the employee so requests within two (2) weeks prior to the mid-point of the above designated probationary periods, his/her supervisor shall meet with the employee and a union representative to discuss the employee's performance in the position.

D. At any time prior to the mid-point of the above-designated probationary periods, an employee may request to return to his/her former job title under the jurisdiction of the Appointing Authority and such request will be granted.

E. In the event an employee is returned to his/her former job title, the employee displaced by such return shall be returned to his/her former job title. Where more than one position in the back filled job title was filled pursuant to this Article, the employee last selected shall be the one displaced.

F. If an employee is returned to his/her former job title pursuant to the provisions of paragraph B of this Section, said employee will not be eligible for promotion pursuant to this Article for a period of nine (9) months.

G. Notwithstanding the above paragraphs, employees may return to their former job titles under these provisions provided there is a position available under the jurisdiction of the Appointing Authority. In the event a position is not available under the jurisdiction of the Appointing Authority said employee shall be covered by the layoff and recall Article of the Agreement.

H. All promotions made pursuant to this Article shall be temporary or provisional appointments at least until the completion of the probationary period. All vacancies resulting from an employee's promotion pursuant to this Article shall be filled temporarily or provisionally at least until the promoted employee has completed his/her probationary period.

I. Notwithstanding the above paragraphs, employees may, upon request, be granted a demotion under the provisions of this Article provided there is a position available under the jurisdiction of the Appointing Authority.

J. An employee who is promoted into a Vocational Instructor A/B or Vocational Instructor C position may return, or be returned, to his/her former job title in accordance with the provisions or Article 14, Section 3.

K.. No provision of the salary plan shall be used to discourage internal promotions.

Section 4. Transfers and Reassignments

A. Transfers

1. For the purpose of this Section a transfer shall be defined as:

   a. a change from one work unit or work facility to another work unit or work facility in the same Department/Agency without any change in classification, or

   b. a substantial change in duties without a change of work unit or facility as long as the requirements for appointment are not substantially different.

2. a. An employee seeking a transfer to a different work unit shall submit a written transfer request to his/her Appointing Authority or designee prior to posting.

b. An employee seeking a transfer to a different work facility under the jurisdiction of another Appointing Authority shall submit a written transfer request to that Appointing Authority or designee.

3. a. Selection between employees seeking a transfer other than a substantial change in duties shall be made on the basis of seniority from among those employees considered by the Appointing Authority to be able to adequately perform the duties of the position.

b. An employee seeking a transfer involving a substantial change in duties shall submit a written transfer request to his/her Appointing Authority or designee and selection shall be made on the basis of seniority from among those employees considered by the Appointing Authority to be qualified to perform the duties of the position.

4. Requests for transfers shall be kept on file and shall be considered and, where appropriate, implemented by the Appointing Authority or designee prior to the filling of any vacancy.

5. An employee who moves from one Appointing Authority within a Department/Agency to another facility under a different Appointing Authority within the same Department/Agency without a change in classification or job title and without an interruption of continuous service shall retain all seniority for the purpose of this Agreement and shall not otherwise be subject to a probationary period.

B. Reassignment

1. For the purpose of this section a reassignment shall be defined as a change involving different days off, shift or work location, but without a substantial change in duties and without any change in work unit or classification.

2. An employee seeking a reassignment shall submit a written request to his/her Appointing Authority or designee.

3. Selection between employees seeking a reassignment shall be made on the basis of seniority.

C. Procedures

1. Written request for transfer/reassignment shall remain active and on file for a period of twelve (12) consecutive months from the date of submission by the employee seeking the transfer/reassignment. Transfer/reassignment requests not approved within this period must be resubmitted by the employee in order to remain active for consideration.

2. Nothing in this Section shall be interpreted to preclude an employee from requesting and/or an Appointing Authority from granting any transfer/reassignment not referred to in this Section.

3. Except in extraordinary situations, new employees shall have no transfer rights until the completion of their probationary period.

4. Employees who are granted a voluntary transfer shall work in the position into which they have transferred for twelve (12) months before another voluntary transfer request may be granted.

5. Notwithstanding the above sentence, the Employer may, at its sole discretion, grant an employee another voluntary transfer within the aforementioned twelve (12) month period.

D. Transfers and Reassignments by the Employer

In the event it becomes necessary for the Employer to involuntarily transfer or reassign an employee, the Employer will provide the employee at least ten (10) working days prior written notice, except in cases of emergencies involving the protection of the property of the Commonwealth or involving the health and safety of those persons whose care and/or custody have been entrusted to the Commonwealth. In emergency situations management shall, at the Union's request, provide the reason(s) for the transfer/reassignment. However, a declaration of said emergency shall not be used for the purpose of avoiding the payment of overtime. The Employer shall use the joint criteria of ability to do the job and inverse seniority in determining which of the potentially affected employees shall be transferred/reassigned.

E. Implementation

1. For the purpose of this Section, seniority shall be defined as length of service in the Department/Agency. If seniority in the Department/Agency is equal, then length of state service will be used to determine the more senior employee.

2. The Employer and the Union at the Agency level shall develop simplified forms and procedures to implement the transfer and reassignment language contained in this Section and shall review its functioning periodically.

Section 5. All employees covered by this Agreement whose employment in a particular area, facility or Department/Agency is being phased out and who are being transferred or reassigned to another facility, area or Department/Agency covered by the provisions of this Agreement or any amendments thereto, shall bring to that area, facility, or Department/Agency all seniority rights they hold at the time of said transfer or reassignment.

Section 6. The Employer shall appoint to a permanent non-Civil Service vacancy the temporary employee with the most seniority in the job title within the work unit.

ARTICLE 15
CONTRACTING OUT

Section 1. There shall be a Special Labor Management Committee to advise the Secretary of A & F on contracting out of personnel services. The Committee shall consist of four (4) persons designated by the Chairman of the Alliance and four (4) persons designated by the Chief Human Resources Officer. Said Committee shall develop and recommend to the Secretary of A & F procedures and criteria governing the purchase of contracted services by the Commonwealth where such services are of a type traditionally performed by bargaining unit employees.

Section 2. In the event that the Principal(s) of the Alliance who represent(s) the affected employees, desire(s) to discuss the purchase of services which are of the type currently being provided by employees within a Department/Agency covered by this Agreement, that Principal(s) shall request in writing a meeting of the Special Labor Management Committee established in Section 1. The Committee shall examine both the cost effectiveness of such contracts and their impact on the career development of Alliance members. In the event that the parties fail to reach an agreement in the Committee, the parties agree to submit the matter to an expedited fact-finding process.

Section 3. When a Department/Agency contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the Employer and the Union shall discuss the availability of similar positions within the Department/Agency for which

the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

Section 4. In the case of 03 contracts with individuals, the Committee shall review them to determine whether the work to be performed is long term in nature, and whether it should more appropriately be performed by regular employees provided nothing in this Article shall limit the authority of the Secretary of A & F to promulgate rules and regulations covering contracting out of services pursuant to Chapter 29, Section 29A.

Section 5. The Employer shall notify employees in writing at their time of hire, on a form agreed-to by the parties, that they may request credit for prior service as a personal service contractor (03) or vendor employee (07). Employees shall have one (1) year from the date of notification to file a request for such credit. If the employee fails to file a request within the allotted one (1) year, he/she shall only be eligible to receive creditable service on a prospective basis.

ARTICLE 16
OUT OF TITLE WORK

Section 1. Work in a Lower Classification

While an employee is performing the duties of a position classified in a grade lower than that in which the employee performs his/her regular duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.

Section 2. Work in a Higher Classification

Any employee who is assigned by his/her Appointing Authority to a vacant position in a higher grade for a period of more than thirty (30) days shall receive the salary rate for the higher position from the first day of the appointment, provided such appointment is made pursuant to Civil Service law when applicable.

Section 3. Overtime Compensation

A. An employee who has been assigned to work in a higher classification shall have any overtime payments calculated on the step of the grade of the higher classification to which he/she has been assigned and upon which his/her regular weekly "out of title" salary is based.

B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation**.**

ARTICLE l7
CLASSIFICATION AND RE-CLASSIFICATION

Section 1. Class Specifications

The Human Resources Division shall determine:

A. job titles;
B. relationship of one classification to the others; and
C. job specifications.

The Employer shall provide the Union with a copy of the class specification of each title covered by the Agreement for which such a specification exists.

Section 2. Employee Access

Each employee in the bargaining unit shall be permitted by the Employer to have access to examine his/her class specification.

Section 3. Individual Appeal of Classification

Individual employees shall continue to have the same right to appeal the propriety of the classification of his/her position through the Chief Human Resources Officer or the Civil Service System which the individual employee enjoyed on June 30, 1976, and such appeal may not be the subject of a grievance or arbitration under Article 23A herein.

Section 4. There shall be a Labor/Management committee established to investigate instances of misclassification.

The committee shall consist of two persons from the Human Resources Division and up to two persons from the Union.

Section 5. Where the Union believes that a job specification or the name of a job title is either inaccurate or inappropriate, it may present information regarding such inaccuracies or inappropriateness to the Human Resources Division for review and adjustments as needed to the job specification and/or job title.

ARTICLE 17A
CLASSIFICATION/COMPENSATION REVIEW

Section 1. Purpose

This Article is intended to provide a process for reviewing job classifications when it is alleged that those classifications may require modification. The Chairman of the Alliance shall submit requests for said reviews as provided in Section 2 of this Article.

Section 2. Classification Review Committee

There shall be established a Classification Review Labor-Management Committee. The purpose of the Committee shall be to review requests as submitted to the Chief Human Resources Officer as indicated in Section 1 above. The Committee shall be comprised of three (3) representatives designated by the Human Resources Division (HRD) and three (3) representatives designated by the Chairman of the Alliance. There shall also be a representative of the Classification Division of HRD assigned to the Committee, who shall function as a resource to the Committee. With the concurrence of the full Committee, union and/or management subject matter experts may also be asked to provide information to the Committee.

Section 3. Procedure

When assessing titles submitted for review, the Committee may consider any and all information provided by the Committee members, as well as information provided by the resources described in Section 2 above. Such information may include, but need not be limited to: the relationship of one Commonwealth classification to other Commonwealth classifications; a comparison of the subject classification with the same or similar classifications in other industrialized states; and/or a comparison of the subject classification with the same or similar classifications in Massachusetts jurisdictions other than the State.

Based on the information presented to the Committee, and upon a majority determination of the Committee, the Committee shall make a recommendation for changes to the job classification reviewed. Said recommendation may be forwarded to the Personnel Administrator for his/her consideration.

Section 4. Implementation of the Classification Review Committee Findings

In the event the Chief Human Resources Officer concurs with the recommendation from the Committee, and in the event such recommendation shall result in the need for a funding request to implement the recommendation, the Chief Human Resources Officer may pursue options for funding at the time of issuance of said concurrence, or defer discussion on funding to negotiations for a successor collective bargaining agreement, at the sole discretion of the Chief Human Resources Officer.

If the recommendation of the Committee is denied by the Chief Human Resources Officer, the Committee shall be informed of the reasons for the Chief Human Resources Officer's determination.

If, in the majority determination of the Committee, additional information regarding the denied request becomes available to the Committee and is of sufficient magnitude to warrant reconsideration of said request, said request may be resubmitted to the Chief Human Resources Officer for reconsideration, provided that no such resubmission shall be made more than once per year.

The determination of the Chief Human Resources Officer shall be final. The provisions of this Article shall not be subject to the grievance procedure.

Section 5. The Employer and the Union agree that the procedure provided in this Article shall be the sole procedure for class reallocation for all classes covered by this Agreement. No other class reallocations shall be granted under any other provisions of this Agreement.

Section 6. The parties acknowledge that the classification plan covering titles in Unit 2 addresses the issue of pay equity/comparable worth. The class reallocation process contained in this Article shall be the exclusive procedure for addressing any additional pay equity/comparable worth concerns about titles within the bargaining unit covered by this Agreement.

ARTICLE 18
LAYOFF - RECALL PROCEDURE

Section 1. Applicability

The provisions of this Article shall apply only to non-civil service employees and shall not apply to the separation from a position by reason of the certification of a civil service list by the Personnel Administrator.

Section 2. Definitions

As used in this Article seniority shall mean all service rendered in the department/agency. In computing seniority as defined in this Article any break in service or any time off the payroll in excess of thirty (30) days shall be excluded from the total seniority except approved FMLA leave, military leave and any paid leave.

Section 3. Layoff Notice to Union/Notice to Employee

In the event that Management becomes aware of an impending reduction in workforce, it will make every effort to notify the Union at least ten (10) calendar days prior to the layoff. Management will notify the affected employees in writing not less than five (5) working days in advance of the layoff date. The notice to employees shall contain a restatement of Section 4 below. Whenever practicable, affected employees will have four (4) working days to exercise their bumping rights, but in no event less than two (2) working days to exercise said rights. Management will provide the Union with updated seniority lists, which may impact specific titles due to the layoff, as soon as possible but not later than ten (10) days prior to the layoff.

Section 4. Displacement-Bumping Procedure

A. In the event there is a reduction in work force within the Appointing Authority, which will result in bumping, and layoff, the Human Resources Division (HRD) will encourage the department/agency to develop a Voluntary Layoff Incentive program for affected employees.

B. Employees whose position(s) are being eliminated shall have the right to exercise their bumping rights by accepting a transfer to a position in the same title for which the employee is determined qualified by the Appointing Authority. Employees choosing to transfer in accordance with this provision may transfer:

1. into the position of the least senior employee in their facility; or

2. into the position of the least senior employee in their region/area if such least senior employee is less senior than the least senior employee in the facility; or

3. into the position of the least senior employee in any region/area if such employee is less senior than the least senior employee in the region/area in which the reduction occurred.

C. 1. Employees whose positions are being eliminated may elect to bump to a lower title in his/her bumping corridor in the bargaining unit for which the employee is qualified in the "facility" in which the employee presently works to the position of the least senior employee in the title, provided that there are person(s) with less seniority who are in the lower title.

If there is no one with less seniority in the lower title in his/her bumping corridor in the "facility", then the employee whose position is being eliminated may elect to bump to a lower title in his/her bumping corridor in the bargaining unit for which the employee is qualified in the "region/area" in which the employee presently works to the position of the least senior employee in title, provided there are person(s) with less seniority who are in the lower title(s).

An employee may elect to bump to a position in a different bumping corridor only if he/she has no viable bump option to any position title within two job grades next below the employee(s) current job grade. An employee so choosing to bump to another bumping corridor may elect to bump:

a. to a title in another bumping corridor that is at least two (2) job grades lower than the position from which the employee is to be laid-off, provided that the employee is qualified for the job as determined by the Appointing Authority, and that there are person(s) with less seniority in the lower title, or

b. to a vacant position in any title for which the employee is qualified, as determined by the Appointing Authority, provided that he/she is is the most senior of the bumping employees vying for said title.

Notwithstanding the above, an employee may bump to a lower position title in another bumping corridor regardless of job grade if he/she has previously occupied said position, provided that there is a person(s) with less seniority in the title and provided that the employee satisfactorily performed the duties of the position during his/her tenure in the position. It is incumbent upon the employee to notify the Appointing Authority that he/she believes that they are entitled to consideration under this paragraph, and such notice must be made during the

bump selection time period specified above. In such a circumstance, the bump shall be to the position of the least senior employee in the affected job title.

In addition, an employee may bump to a lower position title in another bumping corridor if the employee can demonstrate that he/she is clearly more qualified and more senior than the employee currently performing the duties of the position. The responsibility for determining if such an opportunity exists, and for making such an assertion, is solely that of the employee, and such assertion must be made during the bump selection time period specified above. The criteria the Appointing Authority shall apply in making the determination of superior qualifications shall be the criteria applied for promotions in Article 14, Section 2 B of this Agreement.

D. For the purpose of this Article the area/region/facility shall be defined by the department/agency. For the purpose of this Article all vacant, fillable positions shall be considered the least senior positions for displacement of employees.

E. In the event that the position of the least senior employee is a part-time position, the full-time employee whose position has to be eliminated, as referenced in Section B, may elect to:

1. Accept the part-time hours; or

2. Accept transfer to the position of the least senior full-time employee; or

3. Be laid off.

F. The least senior full-time employee who is displaced as a result of the operation of Section E.2 above may: 1) Accept transfer to the position of the least senior part-time employee in the same title provided the part-time employee is less senior; 2) be laid off; or 3) exercise bumping rights.

G. A part-time employee whose position is eliminated may accept transfer to the position of the least senior employee in the same area/region, or to any area/region statewide. The part-time employee unwilling or unable to accept the hours of the position of the least senior employee shall be laid-off.

H. In all instances of displacements as specified in sub-section E, F and G above, the employee must be determined qualified by the Appointing Authority to perform the duties of the displaced employee.

I. An employee deemed not qualified by the Appointing Authority to transfer in accordance with the provisions of this sub-section, shall have the right to appeal said determination to the Alternative Dispute Resolution (ADR) process established in Article 23A of this Agreement.

J. It is agreed that the provisions of this Article do not preclude an employee from requesting and the Appointing Authority from granting a voluntary layoff regardless of the employee's seniority in the Department. It is understood that this option of voluntary layoff shall include, but is not limited to, recall rights and payment for all accrued vacation time.

K. Bumping corridors for titles covered under this Agreement are set forth in Appendix H.

Section 5. Transfers to Vacant Positions

A. Within the Department/Agency: the employee who is to be laid off shall at the option of the Appointing Authority, have the opportunity to transfer laterally to a vacant fillable

position, in a title other than their own in the same job grade, within the jurisdiction of his/her present Appointing Authority, for which he/she is determined to be qualified by the Appointing Authority.

B. Between Departments/Agencies : the employee who is to be laid off may file a request for transfer to any agency in state service. Upon approval of that agency, such employee may be appointed to any vacancy in the bargaining unit in the same grade and title or any similar title for which he/she may meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid off. HRD shall make every reasonable effort to encourage state agencies to accept transfers under this Section.

Section 6. Recall

A. The Department/Agency shall maintain an area/regional recall roster from which laid off employees will be recalled, to the title from which they were laid off or bumped, in accordance with their seniority and in accordance with their qualifications to perform the work.

B. If the employee's position is abolished as a result of the transfer of the functions to another Department/Agency, such employee may elect to have his/her name placed on the recall roster or to be transferred, subject to the approval of the Appointing Authority, to a similar position in such Department/Agency without loss of seniority, or other rights and in accordance with paragraph "A" above.

C. An employee laid off during the July 2009 – June 2012 term of this Agreement shall remain on the recall roster for three (3) years, except an employee who is offered recall to a position of the same title, in the same job grade, as the position title from which he/she was laid off, and who refuses such offer shall be removed from the recall list and his/her recall rights shall be forfeited at that time.

Effective July 1, 2012, an employee laid-off shall remain on the recall list for two (2) years, except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time.

The Department shall deliver written forms to persons on the recall roster asking each to indicate to which facility, area or region they would be willing to accept re-employment. As vacancies occur in particular facilities, areas or regions the department/agency shall, in accordance with sub-section A of this Section, offer the position(s) to the employee on the recall roster who is determined qualified by the Appointing Authority to perform the work, and has indicated in writing that he/she would accept employment at that location, or who is on a statewide recall roster.

Failure to provide a geographical preference, as referenced above, within seven (7) calendar days of receipt of the geographical preference form, will result in the employee's name being placed on a statewide recall roster.

D. The Union acknowledges that the Department/Agency will not be liable for failure in the administration of the recall roster due to employee error or omission.

E. Notwithstanding the above, a laid off employee who fails to respond in writing to a notice of recall within seven (7) calendar days of the receipt of such offer or who upon acceptance of the recall offer fails to report to work on the appointed date, shall forfeit any further recall rights. Employees who are laid off shall be informed that it is their responsibility to notify the Employer of any change of address.

F. Notices of recall sent by the Appointing Authority to a laid off employee and the employee's notice of acceptance, or rejection of said recall shall be sent by certified mail, return receipt requested.

Section 7.

A. The parties may, by agreement in writing, alter the implementation of this Article to meet the varying needs of the particular Departments/Agencies.

B. For the purposes of this Article, employees in the titles of Vocational Instructor A/B and Vocational Instructor C in the Department of Mental Health, the Department of Developmental Services or any other Agency/Department, shall be considered part of this Agreement.

C. In the Department of Public Health, layoffs and bumping shall be conducted by Appointing Authority. In the Department of Developmental Services, layoff and bumping shall be conducted by region. In the Department of Mental Health, layoff and bumping shall be conducted by area.

D. Employees who are separated from employment as the result of the implementation of this Article and who are subsequently recalled to employment, shall for purposes of determining their salary upon recall under Article 12, be credited with their prior service and shall not upon recall be considered to be "hired, reinstated or re-employed" notwithstanding the provisions of Article 12 to the contrary.

ARTICLE 19
TRAINING AND CAREER LADDERS

Section 1. General

The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.

Section 2. Committee

A. Toward these ends, the Employer and the Union agree to establish a Statewide Training and Career Ladders Committee consisting of five (5) persons appointed by the Union and five (5) persons appointed by the Employer. Such committee shall function continuously throughout the life of this Agreement.

B. The Training and Career Ladders Committee shall meet at regular intervals but in no event less than once per month at times and places to be agreed upon by the Union and the Employer. The Committee shall be charged with the formulation of training and educational program proposals focusing on the development or improvement and evaluation of programs:

1. to facilitate individual career development and equitable employment opportunity structures;

2. which may be specifically related to or coordinated for each unit covered by this Contract; and

3. which may involve the possible use of external educational resources as well as in-service personnel in meeting relevant employee and agency training needs.

Programs formulated under this Article shall be implemented during the second and third years of this Agreement.

The Training and Career Ladders Committee shall in addition consider the recommendation of appropriate mechanisms for eliciting and encouraging employee-initiated ideas for relevant training programs.

C. The Statewide Training and Career Ladders Committee shall be responsible for developing and coordinating training programs in department/agencies of the Commonwealth.

The Committee shall identify logical career ladders and determine:

a. the substance, kind and priority of training and/or retraining programs;
b. the location (i.e. on-site, regional, statewide) of such programs; and
c. the criteria for selection of applicants, including the weight to be given to seniority.

D. The Statewide Training and Career Ladders Committee shall seek to utilize the training/retraining programs pursuant to this Article.

Section 3. Union Access To Training

All training bulletins pertinent to this Article shall be sent to the Statewide Training and Career Ladders Committee and shall be posted by the Employer in appropriate work locations.

Section 4. Training Programs for Non-Civil Service and Civil Service Status Employees

Training programs which may be recommended and initiated for job titles, classes, functions and so on which include personnel in both Civil-Service and non-Civil Service status shall be available to all such qualified personnel regardless of Civil-Service or non-Civil Service status.

Section 5. Currently Available Educational Opportunities

Nothing in this Article shall be interpreted to suggest that the Training and Career Ladders Committee may not recommend the continuation or improvement of training and educational opportunities currently available to employees of the Commonwealth.

Section 6. Departmental Training and Career Ladders Committee

A. Within each Department/Agency there shall be established a Union/Management Training and Career Ladders Committee with the responsibility of reviewing existing training programs and career ladders in that Department/Agency and developing new training programs and career ladders recommendations for submission to the Statewide Training and Career Ladders Committee.

B. The Department Training and Career Ladders Committee may recommend to the Human Resources Division changes in job classifications/qualifications in order to broaden career ladders. Such recommendation or changes shall not be subject to the grievance procedure.

Section 7. Voluntary Attendance

Attendance at all courses/programs offered by the training and career ladders program shall be voluntary and in accordance with the training and career ladders policies.

Section 8. Job Enrichment

The Department/Agency shall utilize existing resources to assist employees who request career development guidance. The Department/Agency shall notify the Union of the individual(s) who will assume this career guidance responsibility.

Section 9. Job Orientation Training

Each agency shall make reasonable efforts to develop and have an orientation policy on file. The Union shall be notified of any changes in this policy.

Section 10. Effective July 8, 2007, the Employer shall establish a Fund in the amount of $195,000.00 to maintain the Statewide Training and Career Ladders Program and the Statewide Labor-Management Committee to be administered by mutual consent of the parties.

ARTICLE 19A
TECHNOLOGICAL CHANGE

Section 1. Introduction

A. The Commonwealth and the Union recognize that automation and technological change are fast becoming an integral part of work in many of the departments/agencies in the state. Both parties are aware of the enormous impact these changes will have and are having on employees and the way in which they perform work. The Employer and the Union are committed to making this transition to automation in as responsive a way as possible to both the human issues and the provision of services to the public.

B. The Employer will notify the Union at least ten (10) working days in advance of any proposed technological change, including the introduction of VDT's in the work place.

Section 2. Joint Committee on Technological Change and Automation

To ensure that the introduction and implementation of technological changes in the workplace occur in the most effective manner, the departmental labor-management committee shall also discuss the following:

A. to review the impact of technological changes as soon as possible after the development of the implementation plan;

B. to identify and recommend for development specific training programs and/or procedures regarding use and operation of computer equipment;

C. to review specific problems as they arise; and

D. to review and discuss Health and Safety guidelines.

Section 3. Ergonomic Guidelines

A. The State guidelines on visual display terminals, CRT's and printers, originally issued in 1984 and periodically amended, shall be used as a reference for this Agreement, to be applied where practicable.

B. The Union will be notified in advance of any proposed changes in these guidelines.

Section 4. Health and Safety

A. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position, and be reassigned within two (2) weeks of notification, for the duration of the pregnancy. Such work assignment shall be determined by the Appointing Authority or her/his designee. This request must be made in writing to the Appointing Authority with verification from the employee's physician. While in such alternative assignments, the employee shall be paid at her regular rate of pay.

B. Employees who use VDT'S shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at her/his station, the employee shall be entitled to be away from the screen for a continuous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.

Section 5. Training

The Commonwealth and the Union recognize that the introduction of technological changes may require the need for employees to develop different skills. To ensure that employees are adequately prepared, the Employer is committed, whenever necessary, to provide training programs in the use of equipment.

Section 6. Grievances
Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure set forth in Article 23A, but may not be the subject of arbitration.

ARTICLE 19B
TECHNOLOGY RESOURCES

Section 1. The Alliance recognizes that the Commonwealth is implementing the Human Resources/Compensation Management System (HR/CMS), which is a review of the business processes regarding payroll, personnel and other processes, replacing such current systems as PMIS and CAPS. The Alliance acknowledges that HR/CMS shall become the basis of the Commonwealth's payroll and personnel system.

The Alliance will accept such changes to business practices, procedures and functions as are necessary to achieve such implementation, e.g.: the change from a weekly to bi-weekly payroll system; direct deposit; and the change from a fiscal year basis to a calendar year basis for vacation and personal leave accrual and use.

The Commonwealth and the Alliance will establish a special labor-management committee comprised of an equal number of Alliance representatives and management representatives. The Committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.

Section 2. In order to clarify current practice, the Commonwealth and the Alliance specifically agree that all hardware, software, databases, communication networks, peripherals, and all other electronic technology, whether networked or free-standing, is the property of the Commonwealth and is expected to be used as it has been used in the past, for official Commonwealth business. Use by employees of the Commonwealth constitutes express consent for the Commonwealth and its Departments/Agencies to monitor and/or inspect any data that users create or receive, any messages they send or receive, and any web sites that they may access. The Commonwealth retains, and through its Departments/Agencies may exercise, the right to inspect and randomly monitor any user's computer, any data contained in it, and any data sent or received by that computer.

The Department/Agency will disseminate this Section to its employees at the time of their hire, and thereafter on an annual basis, as part of the employee's performance evaluation and afford said employees the opportunity to request clarification should it be necessary. The employee shall then sign an acknowledgement that he/she has received, read and understands this section within ten (10) working days of receipt.

ARTICLE 20
SAFETY AND HEALTH

Section 1.

A. The Employer agrees to provide a safe, clean, wholesome surrounding in all places of employment. At least once per week the Employer shall inspect the premises to maintain good housekeeping. The Employer shall inspect lighting, floors, ceilings and walls, stairs, roofs, ladders, seclusion rooms, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric fans, storage spaces, trunks, conveyor belts, containers, packing cases, machines, tools and any other physical property used in any place of employment. In work sites where employees use video display terminals, the Division of Occupational Hygiene shall inspect VDT equipment.

B. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with M.G.L. c. 111F (Right to Know Law).

C. Where credible evidence exists of a communicable disease, as determined by the appropriate state agency or department, (e.g. TB, measles, hepatitis B, etc.) the Employer shall make available to all employees coming into contact with the afflicted person(s) and/or environment with appropriate training, advice and safety supplies, such as latex (or latex-free) gloves and face masks. Employees who have reasonable cause to believe that they have contracted a communicable disease, as referenced above, shall be allowed to use sick leave in accordance with Article 8 of the Agreement to obtain inoculation, screening and/or testing. Employees who have no sick or other leave balances shall be permitted by the Appointing Authority to obtain on his/her scheduled hours inoculation, screening and/or testing at a DPH facility or the employee's selected health care provider.

Section 2. In locations such as manholes where valves or other control devices may be located, the person in charge shall ascertain that no noxious or poisonous gases are present therein by appropriate approved safety monitoring devices before permitting any employee to enter the areas of concern for any reason. When such gases are present, no employee shall be permitted to enter the areas of concern until the situation is corrected. The use of harnesses or other protective devices must be used where any danger is present.

Section 3. Where it is necessary to make excavations for the purposes of repairing burst water mains, the Supervisor of the work location shall provide proper shoring to prevent cave-ins.

Section 4. If a tool, machine or piece of equipment is not available (e.g., arrow boards and/or safety cones) or is defective, worn out or dangerous to operate because of its condition, a repair or replacement work order in duplicate shall be submitted to the Supervisor who will not permit its use until authorized by his/her Department Head or his/her designee.

Section 5. Department Heads shall at all times be concerned with the safety and health of employees in their respective departments. No employee shall be required to use any tool, machinery or equipment unless said employee is adequately oriented, experienced or familiar with the use of such.

Section 6.

A. Each Department Head shall issue instructions to all supervisory personnel to carry out the provisions of this Article.

B. Department Heads shall ensure that employees required to use potentially hazardous tools, equipment, machinery, etc., shall be familiarized with, and/or instructed in, the safe operation of such equipment.

C. Department Heads shall make reasonable efforts to avoid making work assignments which expose inadequately equipped employees to the harmful effects of hazardous substances (e.g., asbestos, PCB's, arsenic, etc.).

Section 7. When an employee reports any condition which he/she believes to be injurious or potentially injurious to his/her health to the administrative head of a work location, the administrative head shall correct the situation if within his/her authority, or shall report said complaint to his/her supervisor for prompt action.

Section 8.

A. Whenever the temperature inside any work location is unusually hot or cold, the person in charge of such work location shall immediately contact the person responsible for the building to determine the cause and probable length of time necessary to correct the problem.

B. For employees in the Massachusetts Highway Department and the Metropolitan District Commission whose workweek consists of thirty-seven and one-half (37 1/2) hours or more, when the outside temperature drops to a low of ten (10) degrees Fahrenheit, or zero (0) degrees Fahrenheit with the wind chill factor, during such time the person in charge shall make reasonable efforts to rearrange assignments to protected areas to avoid unreasonable exposure to the extremes of weather, with the exception of emergency situations.

C. In all new places of employment, where the Union alleges that the air quality is inferior, the person in charge of the location will make reasonable efforts to have air quality checked. If the air quality is found to be sub-standard, the person in charge of the location shall make reasonable efforts to improve it. Upon request, the Union official shall be furnished a copy of the report on air quality. In the event that this report indicates that the air quality is harmful, the Appointing Authority will initiate actions consistent with the recommendations of the report. These actions include, but are not limited to, the temporary reassignments of employees.

Section 9. A copy of the provisions of this Article shall be conspicuously posted in each work area.

Section 10. Rules and Regulations issued by the Division of Industrial Safety pertaining to the use of power tools; for the prevention of accidents in window cleaning; for common drinking cups and common towels in factories, workshops, manufacturing, mechanical and mercantile establishments; for safeguarding power press tools; for toilets in industrial establishments; for the prevention of anthrax; to govern compressed air work; to establish safety rules and regulations and machinery standards; relating to safe and sanitary working conditions in foundries and the employment of women in core rooms; relative to benzol, carbon tetrachloride and other substances hazardous to health; for the prevention of accidents in construction operations; pertaining to structural paintings; for the care of employees injured or taken ill in industrial establishments; for safeguarding woodworking machinery; lighting codes for factories, workshops, manufacturing, mechanical and mercantile establishments; and any other rule or regulation adopted by the Department of Labor and Industries intended to govern the prevention of accidents or industrial diseases and not inconsistent with the provisions of this Agreement are all incorporated herein.

Section 11. New employees in institutions that deal directly with patients, clients, inmates, etc., shall be given training in resident control. All employees shall be retrained at the discretion of the Appointing Authority.

Section 12. Management will take the necessary preventive action where a client, patient, inmate, etc., is suspected to have a communicable, transmittable disease in accordance with existing medical practice.

Section 13.

A. Within each Department/Agency or work facility there shall be established a six (6) member labor/management committee, three (3) representing the Union and three (3) representing the Employer, which shall meet on a monthly basis. The committee shall identify sources of stress and hazard in the workplace and work environment and shall recommend changes as needed.

B. In the Massachusetts Highway Department there may be established a six (6) member labor-management committee, three (3) representing the Union and three (3) representing the Employer at the district level, which shall meet as needed.

Section 14. The Commonwealth and its departments/agencies will make every reasonable effort to comply with applicable statutes and regulations regarding the use of seat belts by employees.

Section 15. Pregnant employees who work in conditions/situations deemed hazardous or dangerous to the pregnancy by the attending physician may request a temporary reassignment within their job description or a comparable position, and may be reassigned within two (2) weeks of notification for the duration of the pregnancy. Upon request by management, the employee will provide medical evidence. Such work assignments shall be determined by the Appointing Authority or her/his designee. This request must be made in writing to the Appointing Authority.

Section 16.

A. The Commonwealth will at all times endeavor to maintain its motor vehicles as required by law and will not knowingly require a driver to operate a vehicle which does not conform to legal standards and which endangers the driver's or any other person's health or physical safety. It is the employee's responsibility to inform his/her supervisor of any safety defects that he/she could reasonably know about.

B. If the Appointing Authority or its designee determines and designates that such vehicle is unsafe in accordance with the operating standards established by the Registry of Motor Vehicles, the driver will not be required to operate the vehicle.

Section 17. When the Commissioner of the Massachusetts Highway Department, with the approval of the Commissioner of Administration and Finance, prescribes protective work clothing of standard pattern, such clothes shall be furnished at the expense of the Department for use, while on duty, of those employees so designated by the Department.

Section 18. The parties agree to establish a labor-management committee to discuss workplace violence and resident control training. The committee shall be comprised of four (4) representatives selected by the Union and four (4) representatives selected by the Human Resources Division. The committee shall meet within sixty (60) days of the signing of this Agreement and shall meet once every other month. The committee shall develop recommendations for guidelines and procedures for employer-provided resident control training and workplace violence prevention.

Section 19. Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 3 of the grievance procedure set forth in Article 23A, but may not be the subject of arbitration.

Section 20. The parties agree to establish a labor-management committee to look into hazardous duty situations and to seek means of redressing identified problems.

ARTICLE 21
EMPLOYEE LIABILITY

Section 1. An employee, having custody of a patient or prisoner or rendering care or services to individuals, who is charged with a crime against the person, such crime alleged to have been committed while the employee was in the presence of the person alleging same and while such employee was performing his duties, and who, after hearing, is found by a court of law to be "not guilty" of such crime, shall be entitled to apply for reimbursement not exceeding $1500.00 of the legal fees actually incurred and paid by him/her in connection with the legal defense of such alleged crime in court. This Section pertaining to reimbursement shall not apply in any case where the criminal complaint is disposed of in any manner other than an adjudication of "no probable cause", "not guilty", or similar adjudication indicating the employee is innocent. Dispositions by way of nolle prosequi, plea bargaining, dismissal for lack of prosecution or any other disposition other than one clearly exonerating the employee on the merits shall not qualify the employee for reimbursement pursuant to this Section; nor shall this Section apply if the crime is alleged to have been committed while the employee was off duty.

Section 2. The parties expressly recognize that this Article is intended to provide limited reimbursement to an employee who is the victim of a frivolous or malicious criminal charge related to the manner or means by which the employee performs his/her duties, and such employee has been required to employ an attorney to exonerate him/her in a criminal court.

Section 3.

A. An eligible employee as described in Sections 1 and 2 may apply for reimbursement to a special "Reimbursement Panel" to be made up of three people: the departmental commissioner or his/her designee, the Chairman of the Alliance or his/her designee, and one other person selected by the other two. The panel shall evaluate the employee's claim for reimbursement and make a finding that either: (1) the employee is eligible for reimbursement as described in Sections 1 and 2; or that (2) the employee is not eligible.

B. A determination of eligibility must be the result of a unanimous vote of all three panel members. Any non-unanimous vote must result in a finding of non-eligibility.

C. The determination of the reimbursement panel shall be final and may not be appealed. The decision of the panel as to reimbursement shall not be subject to the grievance procedure contained in Article 23A.

Section 4. No application for reimbursement shall be entertained by the panel until such time as there has been a final adjudication in court. Nor shall any application be entertained if the Department has taken any disciplinary/administrative action against the employee which is based on the same factual allegations that gave rise to the criminal action, unless and until such disciplinary/administrative action is finally resolved in favor of the employee.

Section 5. This Article shall not apply if the employee's fees for his/her criminal defense have been provided by any legal defense funds, insurance policies or the like.

Section 6. Nothing in this Article shall prevent the Union from seeking legislative relief above and beyond the said $1,500.00.

Section 7. In addition to other issues concerning employee liability that the committee chooses to address, the committee shall specifically consider the following issues:

a. the relationships between M.G.L. Chapter 258, Section 2 and any higher insurance premium that may be charged to an employee who uses his/her private car in the course of his/her employment;

b. whether or not the committee ought to recommend to the Legislature that the “assault pay” provisions of Chapter 30, Section 58 be expanded to include any other titles within the bargaining unit.

ARTICLE 22
CREDIT UNION DEDUCTIONS

The Commonwealth agrees to deduct from the regular salary payments (not a draw) of employees an amount of money, upon receipt of the employee's written authorization for the deduction for the purchase of shares in, making deposits to or repaying a loan to a credit union organized under appropriate provisions of the Massachusetts General Law by the Alliance, AFSCME - SEIU. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to the Commonwealth and the Treasurer of the credit union thirty (30) days in advance of the desired cessation of payroll deduction.

ARTICLE 23
ARBITRATION OF DISCIPLINARY ACTION

Section I. No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for six consecutive months or more, except for three consecutive years for teachers, shall be discharged, suspended, or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with a Department/Agency must serve an additional probationary period upon re-employment with the same or another Department/Agency whether in the same or a different job title, unless said probationary period is mutually waived by the employee and the Department/Agency.

Section 2 In the event that an employee is not given a departmental hearing prior to the imposition of discipline or discharge, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within ten (10) working days of the date such action was taken. The grievance shall be treated as a Step II grievance and Article 23A - Grievance Procedure, shall apply.

Section 3. In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge, and the employee/Union wishes to appeal said disciplinary action, the employee/Union shall present a grievance in writing to HRD (Step III) within ten (10) working days from the date such action was taken. In such instances the provisions of "Article 23A - Grievance Procedure" shall apply.

Section 4. Any employee wishing to appeal a disciplinary action taken pursuant to Article 23 of this Agreement, must sign and submit to the Employer, on a form prepared by the Employer, a confirmation that the employee has not appealed said disciplinary action to any other forum, including but not limited to the Civil Service Commission, Massachusetts Commission Against Discrimination and the Equal Employment Opportunity Commission.

In the event that the employee has already filed such appeal, the employee shall have the option of withdrawing the appeal to the outside forum in favor of preserving the grievance within ten (10) calendar days of being notified of the conflict by the Appointing Authority or the Human Resources Division.

In the event that the employee does pursue a grievance under these provisions, and subsequently files an appeal of the disciplinary action to any other forum the grievance shall be considered withdrawn. However, the employee may preserve the grievance by withdrawing the appeal to the outside forum within ten (10) calendar days of notification of conflict from the Appointing Authority or the Human Resources Division.

The provisions of this Section shall not affect complaints filed by employees at the Massachusetts Labor Relations Commission. Nothing in this Section shall relieve the employee or the Union of the grievance filing timeframes stipulated in either Article 23 or Article 23A of this Agreement.

Section 5.

A. Should the Union submit a grievance alleging a violation of Section 1 to arbitration pursuant to Article 23A the arbitration shall be conducted on an expedited basis.

B. An employee and/or Union shall not have the right to grieve, pursuant to Articles 23 or 23A, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown or withholding of services unless the Union alleges that the employee did not engage in such conduct.

Section 6. The parties agree to establish a statewide labor-management committee to discuss the practice of placing employees on administrative leave without pay pending the outcome of an investigation.

ARTICLE 23A
GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this Collective Bargaining Agreement.

Section 2. The grievance procedure shall be as follows:

Step 1: An employee and/or the Union shall submit a grievance in writing, on the grievance form included in Appendix F of this Agreement, to the person designated by the agency head for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The person so designated by the agency head shall reply in writing by the end of seven (7) calendar days following the date of submission, or if a meeting is held to review the grievance by the end of twenty-one (21) calendar days following the date of the submission.

Step II:

A. In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing, on the grievance form included in Appendix F of this Agreement, to the person designated by the agency head for such purpose within ten (10) calendar days following the receipt of the Step I decision. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy.

B. Disciplinary grievances filed at Step II or Step III of the grievance procedure, must also contain the "Confirmation of Forum" form (as outlined in Article 23, Section 4). Grievances not containing the signed form by the date of the scheduled conference or the rendering of a decision shall be considered denied.

C. The agency head or his/her designee may meet with the employee and/or the Union for review of the grievance, and if a conference is held shall issue a written decision of findings supported by the information gathered at the conference to the employee and/or the Union within fourteen (14) calendar days following the day on which the conference was held. If no conference was held, the Agency Head or designee shall respond to the grievance in writing within twenty-eight (28) calendar

days from the date upon which the grievance was filed. The Agency Head's designee at Step II shall have the authority to sustain, vacate or modify a decision or action taken at the lower level.

D. In the event that a meeting/conference was not held at Step I, a Step II conference must be held in accordance with the provisions of Section C.

Step III: In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented, on the grievance form included In Appendix F of this Agreement, to HRD within ten (10) calendar days of the receipt of the unsatisfactory decision at Step II. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. HRD shall issue a written reply by the end of the thirty (30) calendar days following the day on which the appeal was filed or if a conference is held by the end of the twenty-one (21) calendar days following the close of the conference. HRD, at Step III, shall have the authority to sustain, vacate or modify a decision or action taken at the lower level.

Step IV: Grievances unresolved at Step III may be brought to arbitration solely by the Union by filing a completed Request for Arbitration form with the Human Resources Division. Such form must be filed within thirty (30) calendar days of the receipt of an unsatisfactory Step III response.

Section 3. The parties agree to explore Alternative Dispute Resolution options throughout the grievance procedure to the extent outlined in Section 15 of this Article.

Section 4. Once arbitration has been requested by the Union a hearing shall be held no later than twelve (12) months from such request. If a hearing is not held within the twelve (12) month period because of inaction of the Union, the grievance is thereby withdrawn with prejudice but without precedence.

Section 5.

A. The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within thirty (30) days of HRD's receipt of the Request for Arbitration (as outlined above), the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

B. If the Union submits a grievance alleging a violation of Section 1 of ARTICLE 23 as a result of charges of client, patient, inmate or detainee mishandling or abuse to arbitration, both the Employer and the Union will select an arbitrator from a panel of arbitrators, agreed to by the parties, who have special experience and/or training in client, patient, inmate or detainee abuse/mishandling.

Section 6. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with M.G.L., c. l50C.

Section 7. All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and HRD. Each party shall bear the cost of preparing and presenting its own case.

Section 8. The parties agree to establish a labor-management committee to explore opportunities for utilizing the American Arbitration Association (AAA). The committee shall discuss the cost of accessing and administering AAA, and alternative ways to mitigate such costs.

Section 9. If a decision satisfactory to the Union at any level of the grievance procedure other than Step IV is not implemented within a reasonable time, the Union may re-institute the original grievance at

the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

Section 10. If the Employer exceeds any time limit prescribed at any Step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next Step of the procedure, except, however, that only the Union may request impartial arbitration under Step IV. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

Section 11. Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

Section 12. Each Department/Agency head shall designate a person(s) to whom grievances may be submitted at Step I and/or Step II.

Section 13. A union representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure.

Section 14. It is agreed that grievances will not be filed by the Union, nor accepted by the Commonwealth, by facsimile. Any grievances received by facsimile will be denied as not properly filed.

Section 15.

A. A sub-committee of the Commonwealth's Joint Labor/Management Committee, consisting of four (4) people designated by the Alliance and four (4) people designated by the Commonwealth, shall meet and develop mutually agreed upon policies and implementation procedures for an Alternative Dispute Resolution Program which may include an option for mediation or a binding tri-partite panel at the Step III grievance level.

B. Furthermore, the committee shall meet bi-monthly to review the Commonwealth's grievance procedure, review training needs related to the grievance procedure and to review individual labor-management proposals jointly submitted by the agency and union representatives regarding alternative dispute resolution pilot programs, training needs and possible improvements to the efficiency of the grievance procedure.

C. At, or following, the Step III stage of the grievance procedure and in certain designated agencies, including, but not limited to, DMH and DSS, Alternative Dispute Resolution (ADR) pilot programs shall be developed with a goal for initial implementation within six (6) months from the signing of the agreement. ADR programs may include, but shall not be limited to, mediation, an oral Step I grievance and review conferences. Effective July 1, 2007, one (1) day per month shall be provided for alternative dispute resolution of grievances.

D. The Commonwealth and the Union agree to work together to develop a dispute resolution program focused on expedited review and final disposition of sick leave grievances.

Section 16. The Employer may raise issues of arbitrability at any time during the grievance process. The failure to raise arbitrability prior to arbitration does not constitute waiver of such claims.

Section 17. The arbitration award shall be rendered promptly by the arbitrator, unless otherwise agreed to by both parties, no later than thirty (30) days from the date of closing the hearings or from the date of submitting post-hearing briefs.

ARTICLE 24
PERSONNEL RECORDS

Section 1. Each employee shall have the right, upon request, to examine and have copied any and all material, including any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's records upon written authorization by the employee involved.

Section 2. Whenever any material, including evaluations, is to be inserted into the official personnel file or record of an employee, the employee shall be given a copy of such material upon its insertion. Whenever any material, including evaluations, is inserted into the personnel file or record of an employee such material shall be date stamped before its insertion.

Section 3.

A. The official personnel file or record of an employee shall be placed in a location to which the employee has convenient access. For those employees not having convenient access to their personnel file/records, upon written request by the employee to examine his/her personnel file/records, the Employer shall make a reasonable effort for the employee to see his/her personnel file/records within a two (2) week period.

B. There shall be only one (1) official personnel file or record maintained by the Employer. Information not included in the official personnel file or record shall not be considered valid information and shall be purged.

Section 4.

A. The Union or any employee may challenge the accuracy or propriety of any material and/or evaluations in their personnel file or record by filing a written statement of the challenge in the official personnel file or record.

B. The Union or any employee may file a grievance based on a performance evaluation or on any material, either of which results in a negative action. Upon a determination grievance procedure that such performance evaluation, any other material or portion thereof, is either inaccurate or improperly placed in such employee's personnel record such inaccurate evaluation, material, or portion thereof, shall be removed from the file together with any of the employee's statement or statements thereto.

C. Notwithstanding the provisions of Paragraph B above, an employee may file a grievance challenging any written memorandum which reprimands the employee for prior conduct or omissions and which warns the employee that further transgressions may result in suspension, demotion or discharge. Said memorandum will be found to violate this Agreement only if it is arbitrary, discriminatory or if it contains allegations, which are erroneous. Said grievances shall be grievable to Step II.

D. Warnings or reprimands which are more than three years old, where there has not been subsequent disciplinary action imposed, shall not be considered in conjunction with employee promotions, transfers, reassignments or training or educational opportunities.

ARTICLE 24A
PERFORMANCE EVALUATION

Section 1. In accordance with the provisions of Chapter 767 of the Acts of 1981, there shall be established an Employee Performance Review System (EPRS) for all employees covered by this Agreement.

Section 2. Said system shall permit variations in format between various departments and agencies. There shall be no variation in format within the same Department/Agency for the same job titles. Any format must meet the following criteria (subject to formal promulgation under M.G.L. c. 31, s. 4 and 6A):

A. All employee evaluations shall be in writing and shall be included in the employee's official personnel file. The Union shall be notified should the employee lack English proficiency to understand the evaluation and its process. All EPRS evaluations shall be based upon a Meets expectations, Exceeds expectations, or Below expectations standard.

B. Evaluations shall be completed by the employee's immediate state supervisor and be approved by a state supervisor of a higher grade designated by the Appointing Authority (except in cases of potential conflict of interest or other legitimate reasons).

C. A Final Formal EPRS evaluation shall be completed once per year for each member of the Bargaining Unit. Probationary employees shall be evaluated by the mid-point of their probationary period. However, the standard EPRS program shall commence no later than the first July 1st of their employment.

D. Prior to each evaluation period the supervisor shall meet with the employee and shall inform the employee of the general performance dimensions and procedures to be utilized in evaluating the employee’s performance.

E. The performance dimensions shall be objective and job-related.

F. At least once during the evaluation period, at or near its mid-point, the supervisor shall meet with the employee to review the employee's progress. The employee shall have two (2) work days to review the evaluation prior to signing it. A remedial development plan shall be formulated jointly if the mid-term review results in a rating of "Below".

G. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof. The employee shall have two (2) work days to review the evaluation prior to signing.

H. Following the employee's review and signature, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal, which shall be affixed, to the form. The employee shall have two (2) work days to review the evaluation prior to signing it.

I. Any employee who has received a rating of "Below" will have his/her evaluation reviewed monthly by the Appointing Authority or his/her designee, who shall review all the circumstances of the rating. The Appointing Authority or his/her designee may re-determine the rating after reviewing the circumstances of the initial evaluation. If the Appointing Authority or his/her designee re-determines the rating the employee will receive the increase retroactive to the date of original step increase due, or Article 12 increase, whichever is appropriate. If the Appointing Authority or his/her designee does not re-determine the rating the employee may file, through the Alliance within fourteen (14) days with the Human Resources Division, a request for a review of the Appointing Authority's or his/her designee's determination by a tripartite panel consisting of one person designated by the Alliance, one person designated by the Chief Human Resources Officer and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis.

Section 3. There shall be established within each agency a Labor/Management Committee, consisting of not more than four (4) representatives of each party, which shall meet at reasonable times to discuss any problems or issues surrounding the employee performance review system.

Section 4. Any employee who, as a result of an evaluation pursuant to this Agreement, receives an overall rating of "Below" shall have the right to appeal such rating pursuant to Supplemental Agreement D of this Agreement.

Section 5. Nothing in this Agreement shall be construed as limiting in any way any other appeal rights provided by law, except that the appeal procedures provided in this Agreement shall not be available to any employee who elects to appeal his/her evaluation rating under the provisions of G.L. c. 31, section 6C.

Section 6. The parties agree to establish a Labor/Management Committee consisting of four (4) representatives selected by the Alliance and four (4) representatives selected by HRD. The Committee shall meet bimonthly and shall review and make recommendations concerning the Commonwealth's policies and practices regarding the review and maintenance of Personnel Records. The Committee shall also discuss problems involving the employee performance review system, which are unrelated to the Department/Agency Labor Management Committees established above.

Section 7. The parties agree to establish a Labor/Management Committee to review and make recommendations to revise the performance evaluation guidelines/form. Said Committee shall consist of three (3) representatives selected by the Union and three (3) representatives selected by HRD. The Committee shall convene in January 1991 and shall continue to meet upon request by either party.

ARTICLE 25
STATE-WIDE AND DEPARTMENTAL LABOR MANAGEMENT COMMITTEE

Section 1. The parties acknowledge the important role each has in the provision of the highest quality services to the citizens of the Commonwealth, and hereby agree to address issues related to the provision of such services through the provisions of this Article.

Section 2. Therefore, the parties agree to the continuation of the State-Wide Labor/Management Committee. Said Committee shall be comprised of an equal number of representatives from both HRD and/or the departments in which persons covered by this Agreement are employed, and from the Alliance.

Section 3.

A. In addition to continuing effective communication between the parties and promoting a climate of constructive employee relations, the Committee shall examine workplace practices and procedures and methods of promoting the quality and efficiency of services provided by state employees. The State-Wide Labor/Management Committee (SWLMC) shall also have the capacity to create Departmental Service-Delivery Labor/Management Committees (DSDLMC) in mutually selected sites.

B. Any DSDLMC's shall be comprised of equal representation between management and the unions constituting the Alliance, which shall report to the SWLMC on a regular basis.

C. Where established, the Departmental Service-Delivery Labor/Management Committees will work to increase the quality and efficiency of delivery of service provided by state workers as well as methods for improving the capacity of the department or agency to accomplish its mission. Based upon their findings, the DSDLMC's may make appropriate recommendations for change to the Department/Agency appointing authority through the State-Wide Labor/Management Committee. Pilot programs will be mutually agreed to by the parties and carried out by the current work force.

D. The parties acknowledge that the DSDLMC's efforts will be particularly appropriate where there has been a modification of the mission or goals of the agency as a result of

statutory, budgetary, policy or technological change, reorganization, whether due to a change in state or federal law, due to a change in the location or logistics of the agency as well as where there has been above average staff turnover, changes in the method of service delivery and also where there is evidence of need for review based on the experience of the Department management or the Department's employees.

E. Employee participants on the Departmental Service-Delivery Labor/Management Committee shall be appointed by their Union and shall suffer no reduction of any benefit normally enjoyed by them as a result of serving on said Committee.

Section 4.

A. If the methods for the proposed increases in quality and efficiency warrant institution of new techniques or technology which require training or other employee development, the Employer will provide, from the appropriation established pursuant to this Article, the amount of training moneys agreed to and recommended by, the State-Wide Labor/Management Committee. However, in no event shall the amount of moneys recommended exceed the balance of the appropriation. Where necessary, such training or development shall be provided prior to implementation of any proposed techniques or technology.

B. To the extent possible, training options shall include programs offered by the Human Resources Division and the existing tuition remission program.

Section 5.

A. If there is any displacement as a result of the implementation of the changes recommended by the SWLMC, the Employer agrees to provide displaced employees with prioritized options for placement in positions covered by this Agreement, for which the employee is qualified, elsewhere within the agency. If no positions are available within the agency, the Employer agrees to provide displaced employees with prioritized options for placement in positions covered by this Agreement, for which the employee is qualified, in other state agencies. Every effort shall be made to place such employee in a comparably graded position. In such situations the displaced employee's contractual seniority shall be transferred across departmental lines. In no event shall this language be construed as limiting the Employer's rights under Article 18.

B. Transfers stemming from the above-referenced displacement will be offered subsequent to the completion of all internal voluntary transfer/promotion processes in the affected agencies and shall be selected and offered to the employee so as to minimize geographic hardship, but will not result in the displacement of any other employee.

Section 6. The SWLMC shall monitor the activity of any and all DSDLMC's and shall receive a full report of any such Committee regularly.

Section 7. For the purpose of supporting employee retention, the SWLMC will make recommendations regarding the establishment of a state-wide job placement program and training/retraining opportunities for displaced and potentially displaced workers whether or not such displacement arises from the Committee's workplace quality recommendations.

Section 8. Also, in an effort to maintain consistent and high quality services to the citizens of the Commonwealth, the SWLMC shall examine the relationship between overtime and staffing in twenty-four (24) hour facilities. Any proposed revisions will take into consideration agency mission, employee skills, performance and continuity of services.

Section 9. The parties recognize that the initiatives generated by the SWLMC may result in dollar savings to the Commonwealth. Accordingly, the SWLMC will work during the life of this Agreement to identify those savings directly attributable to same.

Section 10. It is agreed that a priority of the Statewide Labor/Management Committee shall be to discuss opportunities the parties may have to work cooperatively in efforts to minimize the impact of proposed or actual reductions in force. The Committee shall jointly develop procedures for an employment referral mechanism and further, shall develop job re-training initiatives to meet the purposes of this Article.

ARTICLE 26
NO STRIKES

Section 1. Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of services by employees.

Section 2. The Union shall exert its best efforts to prevent any violation of Section 1 of this Article, and if such action does occur, to exert its best efforts to terminate it.

ARTICLE 27
DRUG TESTING/SCREENING

All employees within their six (6) month probationary period from initial hire shall be subject to random drug testing. Such testing will be done during an employee's regularly scheduled shift.

A probationary period employee shall be subject to an immediate drug test if reasonable suspicion of drug use exists as determined by his/her supervisor or management designee.

Such drug testing shall be administered by a qualified physician of the Department/Agency's choice. The initial method of testing shall be by gas chromatography/mass spectrometry test. If such test is positive, a second confirming test shall be administered. All tests shall be paid for by the Department/Agency.

Termination will result if the employee refuses to be administered the test.

Positive findings from both of the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of a Department-approved drug rehabilitation program. Termination of the employee will result if he/she refuses to participate in such program.

Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to drug screening based on reasonable suspicion for a period of two (2) years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered a drug test during this two (2) year period when requested to by the Appointing Authority or his/her designee, based on reasonable suspicion, shall be terminated.

The provisions of this Article shall not be interpreted to abrogate any rights reserved to management in Article 23, Section 1 of this Agreement.

The provisions of this Article shall apply only to employees hired on or after the signing date of this Agreement.

The parties agree that a special Labor Management Committee shall be established to review the effectiveness of this Article at the end of one (1) year following the signing of this Agreement.

ARTICLE 28
FITNESS STANDARDS

Section 1. Intent of Fitness Standards

The Employer and the Union agree that it is mutually beneficial to ensure that each employee is physically capable of performing the essential functions, as defined in the Americans with Disabilities Act, necessary for his/her service in a position covered by this Agreement. The Employer and the Union further agree that the development of valid, job related medical and physical fitness standards, and the establishment of a program of regular medical and physical fitness examinations to determine compliance with said standards, is the best means of ensuring the physical capabilities of its employees as stated above.

Section 2. Applicability of Fitness Standards

The Human Resources Division (HRD) shall determine the position titles to which the initial and in-service medical and physical fitness standards established pursuant to this Article shall apply.

Section 3. Initial Fitness Standards

The Union shall provide its full support and cooperation to HRD and/or HRD's designee in the development of initial medical and physical fitness standards. Successful completion of said initial medical and physical fitness standards shall become a component of the selection process for the initial appointment of persons to positions covered by this Agreement. Said support and cooperation shall include assisting HRD in the identification of employees to serve as subject matter experts, as well as encouraging the full support and cooperation of said subject matter experts and other employees during job analysis testing necessary to establish baseline fitness data.

Section 4. In-Service Fitness Standards

Upon establishment of initial medical and physical fitness standards as described in Section 2 of this Article, the Union agrees to provide its full support and cooperation to HRD and/or HRD's designee in developing and implementing in-service medical and physical fitness standards for a program of regular medical and physical fitness testing for employees hired pursuant to the initial medical and physical fitness standards referenced in Section 3 of this Article.

Section 5. Labor-Management Committee on Fitness Standards

There is hereby established a Fitness Standard Committee, comprised of two (2) representatives from HRD and two (2) representatives from the Union. The purpose of said Committee shall be to address any and all issues, which pertain to the following:

1. the development and implementation of in-service medical and physical fitness standards as indicated in Section 4 of this Article; and

2. the implementation of an in-service medical and physical fitness testing program as indicated in Section 4 of this Article.

Section 6. Grievances Arising Under This Article

The Union may process to grievance and to arbitration any issue as to the interpretation or application of this Article, except disciplinary actions resulting from an employee's refusal to participate in a fitness testing program developed in accordance with the above provisions. In any grievance or arbitration involving this Article, the Union and the Employer agree to solicit from the American Arbitration Association panels of prospective neutrals possessing the following credentials: experience in labor relations and labor agreement interpretations; and experience in physical fitness standards, physical training standards, and in physical testing standards. The Union and the Employer agree to use an arbitrator from such listing or any other mutually agreeable arbitrator in any such arbitration.

Section 7. Applicability

The provisions of this Article shall apply only to employees hired on or after the signing date of this Agreement.

ARTICLE 29
SAVING CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Human Resources Division and may be submitted by the Union to expedited arbitration.

ARTICLE 30
REOPENER

Section 1. Wage Reopener

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 those provisions of this Agreement to further bargaining.

Section 2. Medication Administration Program (MAP)

In the course of bargaining for this successor agreement, the parties have acknowledged a shared interest in recognizing the value of the MAP certification program to Commonwealth agencies, clients and consumers. The parties have also recognized that extremely difficult fiscal circumstances have precluded the prospect for applying specific additional compensation to employees administering medication under the MAP program. In this light, the parties agree to reopen negotiations concerning this specific matter on or after November 15, 2010. Such negotiations will focus only on the MAP program, and will be conducted with the sole purpose of determining whether and how additional compensation for MAP practitioners shall be made available, and if such compensation shall be made available, the effective date of any increase.

ARTICLE 31
DURATION

This Agreement shall be for the three-year period from July 1, 2009 to June 30, 2012 and terms contained herein shall become effective on July 1, 2009 unless otherwise specified. Should a successor Agreement not be executed by June 30, 2012, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party and upon mutual agreement, negotiations for a subsequent Agreement will be commenced on or after January 1, 2012.

ARTICLE 32
APPROPRIATION BY THE GENERAL COURT

The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with M.G.L. c.150E, section 7, in which case, the cost items shall be effective on the date provided in the Agreement. The Employer shall make such request of the General Court. If the General Court rejects the request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

Signed this 11 day of August, 2010.

For the Commonwealth:

For the Union:

Appendix A-1
Schedule of Bi-Weekly Salary Rates
Effective June 30, 2010

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
1	$817.25	$830.88	$844.80	$858.92	$873.34	$887.96	$902.90	$918.13	$933.58	$949.36	$968.33	$987.68
2	$832.04	$845.69	$859.59	$873.76	$888.14	$902.81	$917.72	$932.91	$948.39	$964.14	$983.42	$1,003.09
3	$844.56	$859.93	$875.58	$891.56	$907.85	$924.49	$941.43	$958.72	$976.33	$994.32	$1,014.21	$1,034.47
4	$866.37	$881.75	$897.45	$913.47	$929.77	$946.37	$963.32	$980.59	$998.19	$1,016.10	$1,036.44	$1,057.16
5	$880.14	$896.80	$913.77	$931.14	$948.84	$966.91	$985.34	$1,004.14	$1,023.33	$1,042.94	$1,063.82	$1,085.08
6	$909.49	$926.20	$943.25	$960.59	$978.31	$996.37	$1,014.79	$1,033.58	$1,052.78	$1,072.32	$1,093.76	$1,115.65
7	$931.22	$949.44	$968.03	$987.03	$1,006.41	$1,026.16	$1,046.41	$1,067.03	$1,088.12	$1,109.64	$1,131.83	$1,154.45
8	$951.53	$971.20	$991.29	$1,011.84	$1,032.86	$1,054.32	$1,076.28	$1,098.72	$1,121.65	$1,145.11	$1,168.03	$1,191.39
9	$985.34	$1,006.80	$1,028.77	$1,051.24	$1,074.24	$1,097.79	$1,121.90	$1,146.57	$1,171.81	$1,197.63	$1,221.60	$1,246.03
10	$1,021.14	$1,043.99	$1,067.37	$1,091.34	$1,115.86	$1,140.96	$1,166.64	$1,193.01	$1,221.32	$1,250.60	$1,275.61	$1,301.12
11	$1,054.56	$1,079.43	$1,104.95	$1,131.12	$1,157.90	$1,185.42	$1,214.57	$1,245.22	$1,276.66	$1,308.90	$1,335.07	$1,361.78
12	$1,098.26	$1,124.45	$1,151.29	$1,178.81	$1,207.60	$1,238.34	$1,269.81	$1,302.11	$1,335.23	$1,369.18	$1,396.55	$1,424.48
13	$1,150.47	$1,178.04	$1,207.23	$1,238.03	$1,269.55	$1,301.94	$1,335.12	$1,369.17	$1,404.06	$1,439.85	$1,468.64	$1,498.02
14	$1,195.92	$1,230.00	$1,265.05	$1,301.11	$1,338.21	$1,376.33	$1,415.54	$1,455.89	$1,497.40	$1,540.05	$1,570.85	$1,602.28
15	$1,256.31	$1,293.30	$1,331.33	$1,370.54	$1,410.87	$1,452.36	$1,495.13	$1,539.10	$1,584.41	$1,631.06	$1,663.68	$1,696.96
16	$1,324.25	$1,364.55	$1,406.07	$1,448.84	$1,492.94	$1,538.37	$1,585.20	$1,633.45	$1,683.17	$1,734.37	$1,769.05	$1,804.43
17	$1,404.06	$1,446.03	$1,489.21	$1,533.74	$1,579.56	$1,626.75	$1,675.34	$1,725.43	$1,777.02	$1,830.13	$1,866.72	$1,904.06
18	$1,471.22	$1,515.94	$1,561.95	$1,609.39	$1,658.24	$1,708.60	$1,760.47	$1,813.93	$1,868.98	$1,925.77	$1,964.27	$2,003.56
19	$1,547.38	$1,594.87	$1,643.85	$1,694.33	$1,746.32	$1,799.93	$1,855.23	$1,912.20	$1,970.85	$2,031.39	$2,072.02	$2,113.45
20	$1,630.54	$1,679.61	$1,730.17	$1,782.23	$1,835.83	$1,891.14	$1,948.03	$2,006.65	$2,067.08	$2,129.28	$2,171.86	$2,215.29
21	$1,706.30	$1,758.48	$1,812.23	$1,867.66	$1,924.73	$1,983.57	$2,044.22	$2,106.68	$2,171.07	$2,237.44	$2,282.20	$2,327.84
22	$1,791.04	$1,846.12	$1,902.95	$1,961.52	$2,021.89	$2,084.13	$2,148.28	$2,214.37	$2,282.52	$2,352.77	$2,399.83	$2,447.82
23	$1,882.75	$1,939.47	$1,997.93	$2,058.12	$2,120.14	$2,184.06	$2,249.88	$2,317.69	$2,387.52	$2,459.47	$2,508.65	$2,558.83
24	$1,967.86	$2,027.31	$2,088.53	$2,151.60	$2,216.63	$2,283.54	$2,352.56	$2,423.60	$2,496.82	$2,572.20	$2,623.65	$2,676.12
25	$2,052.98	$2,115.38	$2,179.68	$2,245.95	$2,314.22	$2,384.60	$2,457.06	$2,531.78	$2,608.74	$2,688.04	$2,741.80	$2,796.65
26	$2,128.78	$2,193.88	$2,260.93	$2,330.02	$2,401.25	$2,474.66	$2,550.27	$2,628.22	$2,708.58	$2,791.35	$2,847.21	$2,904.14
27	$2,222.44	$2,290.41	$2,360.41	$2,432.54	$2,506.91	$2,583.54	$2,662.49	$2,743.87	$2,827.75	$2,914.17	$2,972.48	$3,031.93
28	$2,320.23	$2,391.19	$2,464.26	$2,539.58	$2,617.21	$2,697.22	$2,779.64	$2,864.60	$2,952.18	$3,042.40	$3,103.27	$3,165.33
5A	$892.78	$909.68	$926.89	$944.51	$962.45	$980.78	$999.49	$1,018.56	$1,038.03	$1,057.91	$1,079.09	$1,100.67
6A	$922.56	$939.51	$956.80	$974.40	$992.36	$1,010.67	$1,029.36	$1,048.41	$1,067.89	$1,087.72	$1,109.47	$1,131.66
7A	$944.73	$963.20	$982.06	$1,001.34	$1,021.00	$1,041.04	$1,061.58	$1,082.49	$1,103.90	$1,125.73	$1,148.24	$1,171.19
8A	$965.20	$985.15	$1,005.52	$1,026.36	$1,047.69	$1,069.46	$1,091.73	$1,114.50	$1,137.76	$1,161.55	$1,184.80	$1,208.50
9A	$999.49	$1,021.25	$1,043.56	$1,066.34	$1,089.67	$1,113.55	$1,138.02	$1,163.02	$1,188.64	$1,214.83	$1,239.14	$1,263.92
11A	$1,069.69	$1,094.93	$1,120.82	$1,147.36	$1,174.52	$1,202.44	$1,232.01	$1,263.10	$1,294.99	$1,327.68	$1,354.23	$1,381.33
12A	$1,114.02	$1,140.60	$1,167.83	$1,195.73	$1,224.94	$1,256.12	$1,288.04	$1,320.81	$1,354.40	$1,388.84	$1,416.60	$1,444.94
13A	$1,166.98	$1,194.95	$1,224.56	$1,255.81	$1,287.79	$1,320.63	$1,354.29	$1,388.83	$1,424.21	$1,460.53	$1,489.73	$1,519.52
14A	$1,213.09	$1,247.65	$1,283.21	$1,319.80	$1,357.41	$1,396.09	$1,435.86	$1,476.79	$1,518.89	$1,562.16	$1,593.41	$1,625.28
15A	$1,274.36	$1,311.87	$1,350.44	$1,390.23	$1,431.12	$1,473.22	$1,516.60	$1,561.20	$1,607.16	$1,654.47	$1,687.56	$1,721.32
16A	$1,343.26	$1,384.15	$1,426.25	$1,469.64	$1,514.38	$1,560.46	$1,607.96	$1,656.91	$1,707.34	$1,759.26	$1,794.46	$1,830.34
17A	$1,424.21	$1,466.78	$1,510.59	$1,555.76	$1,602.24	$1,650.09	$1,699.38	$1,750.20	$1,802.53	$1,856.40	$1,893.53	$1,931.40

Appendix A-2
Schedule of Bi-Weekly Salary Rates
Effective June 30, 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
01	$841.77	$855.80	$870.14	$884.69	$899.54	$914.60	$929.98	$945.67	$961.58	$977.84	$997.38	$1,017.31
02	$857.00	$871.06	$885.38	$899.97	$914.78	$929.90	$945.25	$960.90	$976.84	$993.06	$1,012.92	$1,033.18
03	$869.89	$885.73	$901.85	$918.30	$935.08	$952.23	$969.67	$987.48	$1,005.62	$1,024.15	$1,044.64	$1,065.51
04	$892.36	$908.20	$924.37	$940.87	$957.66	$974.76	$992.22	$1,010.00	$1,028.13	$1,046.59	$1,067.53	$1,088.88
05	$906.54	$923.71	$941.18	$959.08	$977.30	$995.91	$1,014.90	$1,034.26	$1,054.03	$1,074.23	$1,095.74	$1,117.64
06	$936.78	$953.99	$971.55	$989.41	$1,007.66	$1,026.26	$1,045.24	$1,064.59	$1,084.37	$1,104.49	$1,126.57	$1,149.12
07	$959.16	$977.92	$997.07	$1,016.64	$1,036.60	$1,056.95	$1,077.80	$1,099.04	$1,120.77	$1,142.93	$1,165.78	$1,189.09
08	$980.08	$1,000.34	$1,021.03	$1,042.19	$1,063.85	$1,085.95	$1,108.57	$1,131.68	$1,155.30	$1,179.46	$1,203.07	$1,227.13
09	$1,014.90	$1,037.01	$1,059.64	$1,082.78	$1,106.47	$1,130.72	$1,155.56	$1,180.96	$1,206.97	$1,233.56	$1,258.25	$1,283.41
10	$1,051.77	$1,075.31	$1,099.39	$1,124.08	$1,149.33	$1,175.19	$1,201.64	$1,228.80	$1,257.96	$1,288.11	$1,313.87	$1,340.16
11	$1,086.20	$1,111.81	$1,138.10	$1,165.05	$1,192.63	$1,220.98	$1,251.01	$1,282.57	$1,314.96	$1,348.16	$1,375.12	$1,402.64
12	$1,131.20	$1,158.18	$1,185.83	$1,214.17	$1,243.83	$1,275.49	$1,307.91	$1,341.18	$1,375.28	$1,410.26	$1,438.45	$1,467.22
13	$1,184.98	$1,213.38	$1,243.44	$1,275.17	$1,307.64	$1,340.99	$1,375.17	$1,410.25	$1,446.18	$1,483.04	$1,512.70	$1,542.96
14	$1,231.80	$1,266.90	$1,303.00	$1,340.15	$1,378.36	$1,417.62	$1,458.00	$1,499.57	$1,542.32	$1,586.25	$1,617.98	$1,650.35
15	$1,294.00	$1,332.10	$1,371.27	$1,411.66	$1,453.19	$1,495.93	$1,539.98	$1,585.28	$1,631.94	$1,679.99	$1,713.59	$1,747.87
16	$1,363.98	$1,405.49	$1,448.25	$1,492.30	$1,537.73	$1,584.53	$1,632.75	$1,682.45	$1,733.67	$1,786.40	$1,822.12	$1,858.56
17	$1,446.18	$1,489.41	$1,533.89	$1,579.75	$1,626.95	$1,675.55	$1,725.60	$1,777.19	$1,830.33	$1,885.03	$1,922.73	$1,961.18
18	$1,515.36	$1,561.41	$1,608.81	$1,657.67	$1,707.99	$1,759.86	$1,813.28	$1,868.35	$1,925.05	$1,983.55	$2,023.20	$2,063.66
19	$1,593.81	$1,642.72	$1,693.17	$1,745.16	$1,798.71	$1,853.92	$1,910.89	$1,969.56	$2,029.97	$2,092.34	$2,134.18	$2,176.86
20	$1,679.45	$1,729.99	$1,782.08	$1,835.70	$1,890.90	$1,947.87	$2,006.48	$2,066.84	$2,129.09	$2,193.15	$2,237.01	$2,281.75
21	$1,757.49	$1,811.24	$1,866.60	$1,923.69	$1,982.47	$2,043.08	$2,105.55	$2,169.88	$2,236.21	$2,304.56	$2,350.67	$2,397.67
22	$1,844.77	$1,901.50	$1,960.04	$2,020.36	$2,082.54	$2,146.65	$2,212.73	$2,280.80	$2,351.00	$2,423.36	$2,471.82	$2,521.25
23	$1,939.23	$1,997.66	$2,057.87	$2,119.86	$2,183.75	$2,249.58	$2,317.37	$2,387.23	$2,459.15	$2,533.25	$2,583.91	$2,635.59
24	$2,026.90	$2,088.12	$2,151.18	$2,216.15	$2,283.13	$2,352.05	$2,423.13	$2,496.31	$2,571.73	$2,649.37	$2,702.36	$2,756.40
25	$2,114.57	$2,178.84	$2,245.07	$2,313.32	$2,383.65	$2,456.13	$2,530.78	$2,607.73	$2,687.00	$2,768.68	$2,824.06	$2,880.55
26	$2,192.64	$2,259.69	$2,328.75	$2,399.92	$2,473.29	$2,548.89	$2,626.78	$2,707.07	$2,789.83	$2,875.09	$2,932.62	$2,991.27
27	$2,289.12	$2,359.12	$2,431.22	$2,505.52	$2,582.11	$2,661.05	$2,742.36	$2,826.18	$2,912.59	$3,001.60	$3,061.66	$3,122.88
28	$2,389.84	$2,462.92	$2,538.19	$2,615.76	$2,695.73	$2,778.13	$2,863.03	$2,950.53	$3,040.74	$3,133.67	$3,196.37	$3,260.29
05A	$919.56	$936.97	$954.69	$972.84	$991.33	$1,010.21	$1,029.47	$1,049.11	$1,069.17	$1,089.65	$1,111.47	$1,133.69
06A	$950.24	$967.69	$985.50	$1,003.63	$1,022.13	$1,040.99	$1,060.24	$1,079.87	$1,099.93	$1,120.35	$1,142.75	$1,165.61
07A	$973.07	$992.10	$1,011.53	$1,031.38	$1,051.63	$1,072.27	$1,093.43	$1,114.97	$1,137.02	$1,159.50	$1,182.69	$1,206.33
08A	$994.16	$1,014.71	$1,035.69	$1,057.15	$1,079.12	$1,101.54	$1,124.48	$1,147.94	$1,171.89	$1,196.39	$1,220.34	$1,244.75
09A	$1,029.47	$1,051.89	$1,074.86	$1,098.33	$1,122.36	$1,146.95	$1,172.16	$1,197.91	$1,224.30	$1,251.28	$1,276.32	$1,301.84
11A	$1,101.78	$1,127.77	$1,154.44	$1,181.78	$1,209.76	$1,238.51	$1,268.97	$1,300.99	$1,333.84	$1,367.51	$1,394.86	$1,422.77
12A	$1,147.44	$1,174.81	$1,202.87	$1,231.60	$1,261.69	$1,293.80	$1,326.68	$1,360.43	$1,395.03	$1,430.51	$1,459.10	$1,488.28
13A	$1,201.99	$1,230.80	$1,261.29	$1,293.48	$1,326.42	$1,360.25	$1,394.92	$1,430.50	$1,466.94	$1,504.35	$1,534.42	$1,565.11
14A	$1,249.49	$1,285.08	$1,321.71	$1,359.39	$1,398.14	$1,437.98	$1,478.94	$1,521.09	$1,564.46	$1,609.02	$1,641.21	$1,674.04
15A	$1,312.59	$1,351.23	$1,390.96	$1,431.93	$1,474.05	$1,517.42	$1,562.10	$1,608.03	$1,655.37	$1,704.11	$1,738.19	$1,772.96
16A	$1,383.55	$1,425.67	$1,469.04	$1,513.73	$1,559.81	$1,607.27	$1,656.20	$1,706.61	$1,758.56	$1,812.04	$1,848.29	$1,885.25
17A	$1,466.94	$1,510.78	$1,555.91	$1,602.43	$1,650.31	$1,699.60	$1,750.36	$1,802.71	$1,856.60	$1,912.10	$1,950.34	$1,989.34

Appendix A-3
Schedule of Bi-Weekly Salary Rates
Effective June 30, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
1	$867.02	$881.48	$896.24	$911.23	$926.53	$942.04	$957.88	$974.04	$990.43	$1,007.17	$1,027.30	$1,047.83
2	$882.71	$897.19	$911.94	$926.97	$942.22	$957.80	$973.61	$989.72	$1,006.15	$1,022.86	$1,043.31	$1,064.18
3	$895.99	$912.30	$928.90	$945.85	$963.14	$980.80	$998.76	$1,017.11	$1,035.79	$1,054.87	$1,075.97	$1,097.47
4	$919.13	$935.45	$952.10	$969.10	$986.39	$1,004.01	$1,021.98	$1,040.30	$1,058.98	$1,077.98	$1,099.56	$1,121.54
5	$933.74	$951.42	$969.42	$987.85	$1,006.62	$1,025.79	$1,045.35	$1,065.29	$1,085.65	$1,106.46	$1,128.61	$1,151.17
6	$964.88	$982.61	$1,000.69	$1,019.09	$1,037.89	$1,057.05	$1,076.59	$1,096.52	$1,116.90	$1,137.62	$1,160.37	$1,183.59
7	$987.94	$1,007.26	$1,026.98	$1,047.14	$1,067.70	$1,088.66	$1,110.13	$1,132.01	$1,154.39	$1,177.21	$1,200.75	$1,224.76
8	$1,009.48	$1,030.35	$1,051.66	$1,073.46	$1,095.76	$1,118.53	$1,141.83	$1,165.64	$1,189.96	$1,214.85	$1,239.16	$1,263.95
9	$1,045.35	$1,068.12	$1,091.43	$1,115.26	$1,139.67	$1,164.64	$1,190.22	$1,216.39	$1,243.18	$1,270.57	$1,296.00	$1,321.91
10	$1,083.32	$1,107.57	$1,132.37	$1,157.80	$1,183.81	$1,210.44	$1,237.69	$1,265.66	$1,295.70	$1,326.76	$1,353.29	$1,380.36
11	$1,118.79	$1,145.16	$1,172.25	$1,200.00	$1,228.41	$1,257.61	$1,288.54	$1,321.05	$1,354.40	$1,388.61	$1,416.37	$1,444.72
12	$1,165.14	$1,192.93	$1,221.40	$1,250.59	$1,281.14	$1,313.76	$1,347.14	$1,381.41	$1,416.54	$1,452.56	$1,481.60	$1,511.23
13	$1,220.53	$1,249.78	$1,280.75	$1,313.43	$1,346.87	$1,381.22	$1,416.43	$1,452.55	$1,489.57	$1,527.53	$1,558.08	$1,589.25
14	$1,268.75	$1,304.91	$1,342.09	$1,380.35	$1,419.71	$1,460.15	$1,501.74	$1,544.55	$1,588.59	$1,633.84	$1,666.52	$1,699.86
15	$1,332.82	$1,372.06	$1,412.41	$1,454.01	$1,496.79	$1,540.81	$1,586.18	$1,632.83	$1,680.90	$1,730.39	$1,765.00	$1,800.30
16	$1,404.90	$1,447.65	$1,491.70	$1,537.07	$1,583.87	$1,632.06	$1,681.74	$1,732.92	$1,785.68	$1,839.99	$1,876.79	$1,914.32
17	$1,489.57	$1,534.09	$1,579.90	$1,627.14	$1,675.76	$1,725.82	$1,777.37	$1,830.51	$1,885.24	$1,941.58	$1,980.41	$2,020.02
18	$1,560.82	$1,608.26	$1,657.07	$1,707.40	$1,759.22	$1,812.65	$1,867.68	$1,924.40	$1,982.80	$2,043.05	$2,083.90	$2,125.57
19	$1,641.62	$1,692.00	$1,743.96	$1,797.51	$1,852.67	$1,909.54	$1,968.21	$2,028.65	$2,090.87	$2,155.11	$2,198.20	$2,242.16
20	$1,729.83	$1,781.89	$1,835.54	$1,890.77	$1,947.63	$2,006.31	$2,066.67	$2,128.85	$2,192.96	$2,258.95	$2,304.12	$2,350.20
21	$1,810.21	$1,865.57	$1,922.60	$1,981.40	$2,041.95	$2,104.37	$2,168.71	$2,234.98	$2,303.29	$2,373.70	$2,421.19	$2,469.60
22	$1,900.12	$1,958.54	$2,018.84	$2,080.97	$2,145.02	$2,211.05	$2,279.11	$2,349.23	$2,421.53	$2,496.06	$2,545.98	$2,596.89
23	$1,997.40	$2,057.59	$2,119.60	$2,183.46	$2,249.26	$2,317.07	$2,386.90	$2,458.84	$2,532.92	$2,609.25	$2,661.43	$2,714.66
24	$2,087.71	$2,150.77	$2,215.72	$2,282.63	$2,351.62	$2,422.61	$2,495.83	$2,571.19	$2,648.88	$2,728.85	$2,783.43	$2,839.10
25	$2,178.01	$2,244.20	$2,312.42	$2,382.72	$2,455.16	$2,529.82	$2,606.70	$2,685.96	$2,767.61	$2,851.74	$2,908.78	$2,966.96
26	$2,258.42	$2,327.49	$2,398.62	$2,471.92	$2,547.49	$2,625.36	$2,705.59	$2,788.28	$2,873.53	$2,961.35	$3,020.60	$3,081.01
27	$2,357.79	$2,429.89	$2,504.16	$2,580.69	$2,659.58	$2,740.88	$2,824.63	$2,910.97	$2,999.96	$3,091.65	$3,153.51	$3,216.57
28	$2,461.53	$2,536.81	$2,614.34	$2,694.24	$2,776.60	$2,861.48	$2,948.92	$3,039.05	$3,131.96	$3,227.68	$3,292.26	$3,358.10
5A	$947.15	$965.08	$983.33	$1,002.03	$1,021.07	$1,040.51	$1,060.36	$1,080.59	$1,101.25	$1,122.34	$1,144.81	$1,167.70
6A	$978.74	$996.72	$1,015.06	$1,033.74	$1,052.80	$1,072.22	$1,092.04	$1,112.26	$1,132.92	$1,153.96	$1,177.04	$1,200.58
7A	$1,002.26	$1,021.86	$1,041.87	$1,062.32	$1,083.18	$1,104.44	$1,126.24	$1,148.42	$1,171.13	$1,194.29	$1,218.17	$1,242.52
8A	$1,023.98	$1,045.15	$1,066.76	$1,088.87	$1,111.49	$1,134.59	$1,158.22	$1,182.38	$1,207.04	$1,232.29	$1,256.95	$1,282.09
9A	$1,060.36	$1,083.45	$1,107.11	$1,131.28	$1,156.03	$1,181.36	$1,207.32	$1,233.85	$1,261.02	$1,288.81	$1,314.61	$1,340.90
11A	$1,134.83	$1,161.61	$1,189.08	$1,217.23	$1,246.05	$1,275.67	$1,307.04	$1,340.02	$1,373.85	$1,408.54	$1,436.70	$1,465.45
12A	$1,181.86	$1,210.06	$1,238.95	$1,268.55	$1,299.54	$1,332.62	$1,366.48	$1,401.24	$1,436.88	$1,473.42	$1,502.87	$1,532.93
13A	$1,238.05	$1,267.72	$1,299.13	$1,332.29	$1,366.21	$1,401.06	$1,436.77	$1,473.41	$1,510.95	$1,549.48	$1,580.45	$1,612.06
14A	$1,286.97	$1,323.63	$1,361.36	$1,400.17	$1,440.08	$1,481.12	$1,523.31	$1,566.73	$1,611.39	$1,657.29	$1,690.45	$1,724.26
15A	$1,351.97	$1,391.76	$1,432.69	$1,474.89	$1,518.28	$1,562.94	$1,608.96	$1,656.28	$1,705.04	$1,755.23	$1,790.34	$1,826.15
16A	$1,425.06	$1,468.45	$1,513.11	$1,559.14	$1,606.60	$1,655.49	$1,705.89	$1,757.81	$1,811.32	$1,866.40	$1,903.74	$1,941.80
17A	$1,510.95	$1,556.11	$1,602.58	$1,650.50	$1,699.82	$1,750.58	$1,802.87	$1,856.79	$1,912.30	$1,969.46	$2,008.85	$2,049.02

APPENDIX B

List of Titles – "A" Salary Schedule

For purposes of Article 12 of this Agreement, employees in the titles listed below shall be paid in accordance with the following salary ranges:

TITLE	SALARY RANGE
Facility Service Worker I	06A
Facility Service Worker II	07A
Facility Service Worker III	09A
Facility Service Worker IV	12A
Laborer I	09A
Licensed Practical Nurse I	16A
Licensed Practical Nurse II	17A
Mental Health Worker I	09A
Mental Health Worker II	11A
Mental Health Worker III	13A
Mental Health Worker IV	15A
Developmental Services Worker I	09A
Developmental Services Worker II	11A
Developmental Services Worker III	13A
Developmental Services Worker IV	15A
Music Therapist I	15A
Music Therapist II	16A
Nursing Assistant I	09A
Nursing Assistant II	11A
Nursing Assistant III	13A
Nursing Assistant IV	15A
Occupational Therapist Assist	14A
Physical Therapist Assistant	14A
Recreational Therapist I	12A
Recreational Therapist II	13A
Recreational Therapist III	15A
Respiratory Technician	17A
Transportation Officer, DYS	15A
X-Ray Technician I	13A
X-Ray Technician II	14A
X-Ray Technician III	17A
Youth Services Caseworker I	15A
Youth Services Caseworker II	16A
Youth Services Group Worker I	12A
Youth Services Group Worker II	14A
Youth Services Group Worker III	16A

APPENDIX C

COMMONWEALTH EMPLOYMENT STANDARDS
FOR
COMMONWEALTH OF MASSACHUSETTS
BARGAINING UNIT TWO
EMPLOYEES

1. INTRODUCTION

This document sets forth the Commonwealth's Employment Standards (CES) for all Bargaining Unit 2 employees. These Standards are designed to give all employees full and fair notice of their professional and ethical obligations.

We can maintain the public's trust only to the extent that all of our official activities and all of our contact with the public reflect the highest ethical and moral standards. We must perform our duties with integrity and propriety. We must also do all in our power to ensure that none of your words or actions can be interpreted otherwise.

These Standards are written for our own protection. They strive to impart three fundamental messages.

A. Every employee must scrupulously avoid any actual conduct, which constitutes a conflict of interest, or conduct, which gives the reasonable basis for the impression of a conflict of interest between his/her private interests, usually financial, and the public interest. The public interest must always take precedence;

B. Every employee is prohibited from either taking some action, or failing to perform some duty, which would personally benefit himself/herself or give preferential treatment to any citizen;

C. Every employee is prohibited from taking any action, which would result in illegal receipt of public or private funds.

Guidance – both on what we are expected to do and on what we are prohibited from doing – should help all of us understand generally what is expected of us. It should also help resolve particular situations we are faced with in our daily work. Please read these rules carefully and abide by their spirit as well as their letter.

Each of us can take pride in belonging to an organization, which contributes so much to the growth, strength and quality of life of the Commonwealth.

2. DEFINITIONS

As used in this document, unless the context requires otherwise:

(a) "Administrative inquiries" – means those occasions when an employee is required to respond to questions of importance to the agency/department when directed to do so by his/her Appointing Authority or that Authority's designee.

(b) "Disciplinary action" - any action taken by the Appointing Authority to discipline an employee, and where applicable in accordance with the provisions of the collective agreement or civil service law.

(c) "Employees" - means any person in Bargaining Unit 2 on the current personnel roster of the agency/department. This shall include all bargaining unit workers; those who are on any form of leave of absence; and workers who are serving suspension.

(d) "Immediate family" – means the employee and his/her spouse and their parents, children, brothers and sisters.

(e) "Nominal value" - means monetary worth not exceeding twenty-five dollars ($25.00).

(f) "Official action" – means any activity performed or required to be performed by an employee in the course of his/her official duties.

3. REGULATORY BASIS

These Standards are issued pursuant to the powers of the Commissioner of Administration set forth in Chapter 7, Section 4 of the General Laws, and in accordance with, but not limited to M.G.L. Chapters 268A and 268B; Opinions of the Attorney General, Ethics Commissions Rulings and applicable management rights provisions of the relevant collective bargaining agreements.

4. GENERAL RULES

A. The CES Generally

(1) Applicability of the Standards
The CES apply to all Bargaining Unit 2 employees including those on any type of leave status.

(2) Scope of Standards
These Standards are not to be considered all-inclusive. The absence of a specific published rule of conduct does not mean nor imply that any act of misconduct tending to discredit any employee is condoned or permissible or would not result in disciplinary action, up to and including termination.

(3) Knowledge of Standards
Each employee is required to know the CES and rules contained herein, to seek information from his/her Appointing Authority, the Appointing Authority's designee or personnel office in case of doubt or misunderstanding as to their application. Decisions in personnel matters involving disciplinary action will be based on the presumption that each employee has familiarized him/herself with these Standards and that he/she is aware of the obligation to abide by them.

(4) Effects of Standards
Employees whose conduct does not conform to the rules and guidelines contained in these Standards may be subject to disciplinary action, up to and including termination. Any disciplinary action taken will conform to civil service law and/or the provisions of the collective bargaining agreement.

(5) Distribution of Standards
Each Appointing Authority or his/her designee will see that each employee receives a copy of the CES. Employees will acknowledge receipt of the Standards by signing a Receipt of Standards Form (Form CC-3) in the space provided. In each instance, the signed Receipt Form will be returned to the employee's Appointing Authority or his/her designee within ten days of receipt, and filed in the employee's personnel folder. The employee's signature on the Receipt Form is notice of his/her obligation to familiarize him/herself with the contents of the CES and to abide by them.

Each Appointing Authority or his/her designee will be responsible for providing accurate information and guidance to his/her employees with regard to the specifics of the Standards and may from time to time offer training sessions on the Standards to his/her employees as the need arises.

(6) Effective Date of Standards
The effective date of the Standards shall be ten (10) days after the CES are distributed and the Receipt of Standards Form is received by the employee. Employees who have questions concerning the terms of the CES may seek clarification through their personnel office.

B. Conformance to Laws

Employees shall obey the laws of the United States and the Commonwealth of Massachusetts. Any employee who is convicted of a crime of misconduct relating to his/her employment shall be subject to discipline.

Any employee who has been indicted, charged or arrested for a serious crime of misconduct supported by a judicial finding of probable cause in a preliminary hearing when the nature of the charge with its attendant publicity reasonably gives rise to legitimate fear for the safety of the citizens of the Commonwealth, it's clients, consumers, or employees the property of the Commonwealth, or jeopardizes the public trust in the ethical standards of agency/departmental employees or undermines the trust in the integrity of the Commonwealth's system of tax administration or the administration of other laws of the Commonwealth, may also be subject to suspension without pay or other employee benefits, pending resolution of the case.

If a guilty finding is entered against the employee, whether by plea, jury or bench verdict, or if the employee pleads nolo contendere, has his/her case filed or continued without a finding, is granted immunity from prosecution, further disciplinary action, including termination, may be taken if the crime of misconduct related to his/her employment. If the employee is found not guilty, or the case is nolle prosequi or dismissed, the employee shall be immediately reinstated to employment retroactive to the date of suspension without loss of wages or other employee benefits.

C. Conformance to Policies, Procedures and Directives

Employees shall comply with all of the policies and operating procedures of the agency/department in which they work. This requirement includes, but is not limited to all agency/departmental policies and procedures. Employees shall adhere to the work-related directives of their supervisors.

D. Conduct, Attitude and Demeanor

Employees are expected to conduct themselves in their official relations with the public and with their fellow employees in a manner, which will enhance public respect for, and confidence in the employee and in the Commonwealth as a whole. They must not only perform their duties in a wholly impartial manner, but must avoid any conduct, which gives the reasonable basis for the impression of acting otherwise.

Specifically, all employees shall avoid any action, which may result in or create the reasonable basis for the impression of:

(1) using public office for private gain;
(2) giving preferential treatment to any citizen;
(3) making work-related decisions contrary to agency/departmental policy;
(4) using one's official position to harass, intimidate or exploit any person or entity inside or outside the course of official duties;
(5) using one's official position to obtain a private advantage to which the employee is not otherwise entitled or in disregard of the best interests of the Commonwealth and/or its clients or consumers.

E. Administrative Inquiries

Employees must respond promptly and fully to all administrative inquiries.

F. State Ethics Commission Financial Disclosure Requirements

Employees who are required to file a "Statement of Financial Disclosure" with the State Ethics Commission, under the provisions of M.G.L. Chapter 268B, shall do so in a timely manner as prescribed by the State Ethics Commission. The State Ethics Commission will notify each employee who is required to file such a statement.

5. CONFLICT OF INTEREST

The necessity for the fair and impartial administration of state government and the enforcement of its laws makes the avoidance of any conflict of interest of primary importance. A conflict of interest is a situation in which an employee's private interest, usually financial, conflicts or raises a reasonable question of conflict with his/her official duties and responsibilities.

A. Chapter 268A of the General Laws provides civil and criminal penalties for conflict of interest violations. The following three general categories of prohibitions are to be used as guidelines for your information. (Chapter 268A of the General Laws offers specific details).

(1) No employee may request or receive, in any manner whatsoever, compensation or any thing else of value, except from the Commonwealth:

(a) for performance of his/her duties; or (b) for influencing or appearing to influence such performance.

(2) No employee may participate in any official action relating to any entity in which the employee or a member of his/her immediate family has a financial interest.

(3) No employee may participate in any official action relating to any individual with whom or entity in which the employee has a substantial personal interest.

Employees have an obligation to avoid scrupulously the potential conflicts of interest, which exist in their employment. They have a duty to disclose and report promptly the existence or possible existence of a conflict of interest to their agency head or his/her designee. They should request from their supervisor the transfer from their caseload of any case which involves their immediate family, close friend or any person with whom or entity in which they have some personal or financial involvement.

In addition, they have a right under law to have any question relating to a possible conflict of interest confidentially reviewed and decided by the State Ethics Commission. Information regarding the filing of a conflict of interest request with the State Ethics Commission is available from the agency head or his/her designee or from the Ethics Commission directly.

B. In addition, to the sanctions referred to above, M.G.L. Chapter 268A, Section 23 also prescribes and describes certain "Standards of Conduct".

Violations of these standards are subject to appropriate disciplinary action. All employees are required to abide by the spirit as well as the letter of these standards, which provide as follows:

"No current officer or employee of a state, county, or municipal agency shall:

(1) accept other employment, which will impair his independence of judgment in the exercise of his official duties;

(2) use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others;

(3) by his conduct give reasonable basis for the impression that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is unduly affected by the kinship, rank, position or influence of any party or person." G.L. c. 268A,§23 (b).

"No current or former officer or employee of a state, county or municipal agency shall:

(1) accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority;

(2) improperly disclose materials or data within exemptions to the definition of public records as defined by Section Seven of Chapter Four of the General Laws, and were acquired by him in the course of his official duties nor use such information to further his personal interests." G.L. c. 268A, §23(c).

These rules with respect to conflict of interest are in addition to, and supplement, state policies and agency/departmental rules, regulations and operating procedures that may otherwise apply to the official actions of employees.

(In the event that the Appointing Authority, or his/her designee, approves a particular activity and the Ethics Commission subsequently determines that such activity is a conflict of interest, the Appointing Authority will not discipline the employee for such activity. However, only the Ethics Commission, and formerly the Attorney General, have the authority to issue an opinion interpreting M.G.L. Chapter 268A, which is binding).

6. GIFTS AND GRATUITIES FROM OUTSIDE SOURCES

A. General Limitations

Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, from a person who or entity which, the employee knows or has reason to know:

(1) Has, or is seeking to obtain, contractual or other business or financial relations with his/her agency/department;

(2) Conducts business or other activities which are regulated or monitored by the agency/department, except as permitted by this Section or by agency/departmental directives; or

(3) Has interests that may be or give the reasonable impression of being substantially affected by the performance or non-performance of the employee's official duties.

B. Exceptions

The restrictions set forth in paragraph A of this Section do not apply to:

(1) Obvious family or personal relations when the circumstances make it clear that those relationships, rather than the business or the persons concerned, are the motivating factors behind any gift or gratuity.

(2) The acceptance of food or refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon, dinner or other meeting attended for educational, information or other similar purposes. However, agency/departmental employees are specifically prohibited from accepting free food or other gratuity except non-alcoholic beverages (coffee, tea, etc.), while on official business, from persons with whom they have contact in the performance of their official duties.

(3) The acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of employees, such as home mortgage loans, automobile loans, personal loans, etc., provided that the employee does not deal with that institution in the course of his/her official duties. However, if dealing with such banks or financial institutions is unavoidable, the employee must disclose dealings to the appropriate authority in writing prior to engaging in such dealings.

(4) The acceptance of unsolicited advertising or promotional materials such as pens, pencils, notepads, calendars, and other items of nominal value.

(5) The acceptance of an award or gift of nominal value for a speech, participation in a conference, or some public contribution or achievement given by a charitable, religious, professional, social, fraternal, educational, recreational, public service or civic organization, if such organization falls within Paragraph A above.

(6) Acceptance of reimbursement, in cash or in kind, for travel subsistence and other expenses incident to attendance at meetings, provided such attendance and reimbursement is approved by the Appointing Authority or his/her designee. Such reimbursement can be made directly to the employee. An employee's official business may not be reimbursed, and payment may not be made on his or her behalf, for excessive (e.g., reimbursement which exceeds actual cost) personal living expenses, gifts, entertainment, travel or other benefits. At no time shall an employee accept reimbursement from both the Commonwealth and another source for the same expenses.

7. OUTSIDE EMPLOYMENT AND BUSINESS OPPORTUNITY

A. Introduction: Principles

The Commonwealth seeks to give employees the maximum freedom possible to engage in outside employment or business activities consistent with the Commonwealth's responsibilities. However, the extremely sensitive mission of the Commonwealth and its employees necessitates certain restrictions. Employees may engage in outside employment or business activity provided such activity is not prohibited by these Standards or by any statute, regulation or departmental policy. An activity that is permissible for the occupant of one position may very well not be permissible for the occupant of another position. Therefore, in considering each case on its individual merits, the employee must satisfy the following principles:

(1) The outside activity would not place the employee in a situation where there is a conflict, or in a situation which gives the reasonable basis for the impression of a conflict, between his or her private interests and his or her official duties and responsibilities (see Section 5, above, "Conflict of Interest", for additional guidance).

(2) The outside activity would not result in use, dissemination or disclosure to others of confidential information obtained in connection with the employee's departmental duties or position.

(3) The nature of the employment or business activity or the employment or the hours to be devoted to such activity would not impair the employee's availability, capacity or efficiency for the performance of his/her official duties as an employee of the Commonwealth.

(4) Employees shall not engage directly or indirectly in financial transactions as a result of, or primarily relying on information obtained through their employment. In particular, they shall not use confidential information obtained in the course of their employment with the Commonwealth to obtain benefits, financial or otherwise for themselves, their families or others.

B. Activities Which Do Not Require Prior Notice

1. Introduction

Employees are generally not required to submit written notice before engaging in outside activities, which are not considered to be employment or business related. Although it is not feasible to cover every specific activity of this nature, the general categories discussed below are furnished as basic guidelines.

2. General Examples

(a) Membership and uncompensated services (including holding of office) in civic, scout, religious, educational, fraternal, social, community, veterans, or charitable organizations.

(b) Services as a notary public or justice of the peace.

(c) Rental of employee-owned property, real or personal, to the extent such property is not rented to the Commonwealth of Massachusetts or any agency or subdivision thereof, or the lessee is not a subject of the employee's official duties.

(d) Minor services and odd jobs for friends, relatives, or neighbors. These include a wide variety of activities, including: repair or maintenance work such as painting, yard work, carpentry, or services such as babysitting and carpools involving payment for transportation.

(e) Temporary (thirty (30) days or less) assistance in a family enterprise, in the event of an emergency such as the death or serious illness/accident to a member of the family engaged in that business.

(f) However, no employee shall without appropriate disclaimer stating that the employee does not speak for the agency/department, take an active part or become an advocate on behalf of a professional society in any conflict between such society and the agency/department.

C. SPECIFIC PROHIBITIONS AND RESTRICTIONS ON EMPLOYMENT

Outside Legal or Accounting Practice or Employment

General Prohibitions

No outside legal or accounting practice is permitted which is in violation of M.G.L. c.268A. Specifically, employees are prohibited from receiving compensation from or acting as agent or attorney for anyone other than the Commonwealth in relation to any particular

matter in which the Commonwealth or a state agency is a party or has a direct and substantial interest.

To the extent that outside legal or accounting practice is permitted, it must not interfere with the effective performance of an employee's official duties.

8. DUTY TO REPORT VIOLATIONS OF LAW AND COMMONWEALTH EMPLOYMENT STANDARDS

A. Generally

Every employee is expected to maintain and uphold the integrity of the Department. In satisfying this requirement, it shall be the duty of every employee to report promptly and accurately violations of law that affect the administration of the Department or the tax laws of the Commonwealth to his or her agency/department head or designee. To the fullest extent possible, any such reports will be treated confidentially.

B. Attempts to Bribe

Bribery and attempted bribery are crimes, which strike at the core of state government. Employees should be constantly alert to solicitations to accept money, consideration, or anything of value in return for acts or omissions involving their official functions. Such solicitations may be indirect and subtle. Any attempt to bribe a departmental employee shall be reported immediately to the Appointing Authority or his/her designee.

9. OTHER STANDARDS OF CONDUCT

A. False Statement

Proper functioning of the government requirements that the agency/department, the courts, other state agencies and the public be able to rely fully on the truthfulness of government employees in matters of official interest. An employee will be subject to disciplinary action up to and including termination for intentionally making false or misleading verbal or written statements in matters of official interest.

B. Recommending Professional Assistance

Employees may not recommend or suggest, specifically or by implication, to anyone that he/she obtain the services of any particular accountant, attorney or firm of accountants or attorneys, or any other person or professional or business organization in connection with any official business, which involves or may involve the agency/department.

C. Public Records

All requests for public records should be directed to the Appointing Authority or his/her designee, who shall determine whether the requested documents are public records in accordance with M.G.L. c. 4, Section. 7, cl. 26(c).

D. Drugs and Alcohol

While on duty no employee shall consume or use alcohol, intoxicants, narcotics, or controlled substances in any form. Similarly, no employee shall report for work under the influence of intoxicants, narcotics or controlled substances in any form. The provisions of this section shall not apply to circumstances in which the alcohol, intoxicants, narcotics, or controlled substances are being taken as prescribed by a licensed medical

professional, provided that said substances do not impede the employee's ability to perform his/her normal job functions.

E. Departmental Identification Cards, Badges, Etc.

Agency/Departmental identification cards, badges and other identification or access cards or documents are for use only in establishing identity, authority or access in connection with official duties.

Agency/departmental identification cards or badges may be used for personal identification purpose when cashing checks or as proof of employment, such as when applying for a loan, for credit or when renting an apartment.

Employees are responsible for the safeguarding and proper use of agency/departmental identification cards, badges and access cards, for promptly reporting their loss and for surrendering them on termination of employment or demand by proper agency/departmental authorities.

Cards, badges or documents, or an employee's official position or status, are not to be used to exert influence or obtain, either directly or indirectly, personal privileges, favors or rewards for themselves or others. Photo identification badges must be worn while at work in any agency, which requires them to be worn.

F. Political Activities

Employees are prohibited from using their offices or official duties to interfere with, affect or influence the results of a nomination or election for public office.

No such elected or appointed official may vote or act on any matter which is within the purview of the agency by which he/she is employed or over which such employee has official responsibility.

No employee shall solicit or accept funds or anything of value from any party, political committee, agency, person or organization for political purposes.

Employees are not prohibited from contributing to the campaign committee or organization for nomination or election of any individual running for public office or to any committee, agency, or organization for political purposes.

Employees are prohibited from campaigning for political office for themselves or others during normal working hours. Employees are prohibited from being a candidate for federal, state or full-time municipal office while on active duty.

Employees are prohibited from wearing a political or campaign button while on official agency/departmental business.

Employees shall abide by the provision of the following paragraph from M.G.L. c268A, Section 11 (c) which provides:

"This section shall not prohibit a state or county employee from holding an elective or appointive office in a city, town or district nor in any way prohibit such an employee from performing the duties of or receiving the compensation provided for such office"

G. Legislative Requests and Inquiries

All requests or inquiries from public officials or their staffs must be referred to the agency/department head or his or her designee before any action is taken, unless

employees are directed to handle such requests otherwise by the agency/department head or his or her designee. No employee shall use his/her official authority directly or indirectly to coerce, attempt to coerce, command, advise or prevent any person or body to pay, lend or contribute anything of value to any party candidate or political committee.

H. Firearm/Deadly Weapons

An employee shall not carry firearms or other dangerous weapons on his/her person during the performance of official duties or on work premises, except as specifically authorized by the Agency/Department head or his/her designee. An employee authorized to carry a firearm is forbidden to display it unnecessarily in public. All disciplinary actions will be taken in accordance with the provisions of applicable law or collective bargaining agreements.

I. Requirement to Maintain Applicable License

All employees are required to maintain applicable licenses in good standing at all time. Employees are responsible for the purchase of any and all materials educational or otherwise which are necessary to maintain and update his/her knowledge and skills as required for the successful performance of his/her job duties and responsibilities.

Any employee whose license has lapsed is obligated to notify the Appointing Authority. Failure to so notify will subject the employee to disciplinary action up to and including termination.

J. Driving Privileges

Employees who are required to use a motor vehicle in the performance of their job duties shall annually submit proof of a valid motor vehicle license to their Appointing Authority.

10. The provisions of these Standards shall not supersede any code of ethical conduct, agency policy, rule or regulation or standard currently in place at any agency that employs staff covered by this Agreement.

RECEIPT FORM
FOR
COMMONWEALTH EMPLOYMENT STANDARDS

COMMONWEALTH OF MASSACHUSETTS
ALLIANCE, AFSCME/SEIU, AFL-CIO
UNIT 2

*****RECEIPT*****

I hereby acknowledge that I have received a copy of the Commonwealth Employment Standards for Massachusetts ALLIANCE, AFSCME/SEIU UNIT 2 Employees. I also acknowledge that it is my responsibility as an employee of the Commonwealth to read the Commonwealth Employment Standards and to comply with their terms and conditions. I further acknowledge that I have discussed with my Appointing Authority designee or personnel office any questions as to the meaning of any provisions of the Standards unclear to me prior to signing this form.

_____ _____
Signature Date

_____
Name in print

APPENDIX D

LIST OF TITLES EXCLUDED FROM PROMOTION PROVISIONS OF ARTICLE 14

As of the signing date of this Agreement, there are no titles in Appendix D.

APPENDIX E
NON-SELECTION FORM

Employee Name_____ Current Position Job Grade_____

Address_____ Title _____

Position Sought Job Grade _____ Title_____

We regret to inform you that another applicant has been selected for the position you sought. That applicant has been selected for one or more of the following reasons:

( ) 1. Ability to do the job

( ) a. Licenses or Registration – in positions where licenses or registration is required in the job specification or by a state-approving agency, applicant must possess adequate license or certificate of adequate registration on the date application is made.

( ) 2. Work history

( ) 3. Experience in related work

( ) 4. Education and training directly related to the duties of the vacant position

( ) 5. In the event that two or more applicants are considered approximately equal in accordance with the foregoing factors, then length of service within the appropriate work unit(s) shall be the deciding factor.

Comments:

_____

_____

_____

This notice is for the purpose of meeting the notice requirements of Article 14, Section 2E. It does not preclude either party from raising other issues under the provisions of Article 23A of the Agreement.

BY: _____
SUPERVISOR

APPENDIX F

Step # _____ Union & Local # _____ Bargaining Unit # ____

GRIEVANCE REPORT

Grievant(s): _____ Soc. Sec. #: _____
Job Title: _____ Agency: _____
Facility/Region: _____Work Location:_____
Agency Start Date (if known): _____ Manager:_____

Employer is in violation of Article(s) _____
and other relevant provisions of the Agreement.

STATEMENT BY GRIEVANT OR UNION

The '"statement" should include: (1) nature of the contract violation; i.e., what action did the Employer take, or fail to take, which violated the Contract; (2) the date(s) of the violation and, where appropriate as in promotions, demotions, transfers, reassignments, etc., the relevant title(s) and work location(s). (Use additional sheets of paper, if necessary.)

_____
_____
_____
_____

RELIEF OR REMEDY SOUGHT

_____
_____
_____

_____	_____	_____	_____
Grievant's Signature	Date	Steward/Union Representative Signature	Date

In accordance with Articles 23 and 23A, all disciplinary grievances must also include the following completed form.

CONFIRMATION OF FORUM

I wish to submit the attached grievance under Article 23A, Grievance Procedure and Article 23, Arbitrations of Disciplinary Action, appealing my demotion, suspension or discharge effective on _____ and pursuant to Article 23, Section 4 of the Agreement between the Alliance and the Commonwealth of Massachusetts dated _____. I understand that if I appeal this disciplinary action to any other forum, excluding the Labor Relations Commission, my grievance shall be considered withdrawn. I confirm that I have not initiated any other appeal of this disciplinary action.

_____	_____	_____
DATE	EMPLOYEE SIGNATURE	UNION REPRESENTATIVE SIGNATURE

APPENDIX G-1

REQUEST FOR MEDICAL VERIFICATION FORM

AGENCY LETTERHEAD

Date:

Dear _____:

Pursuant to the provisions of Article 8 of the Agreement, it is requested that you submit satisfactory medical evidence for your recent time away from work on the following dates ___(list dates)_____. Medical verification is being requested because _____(list reasons)_____.

Failure to produce such medical evidence by _____(date)_____may result in denial of sick leave compensation for the following dates:

In order to be considered satisfactory, the medical verification must include:

1. the date you were personally examined by your physician, physician assistant, nurse practitioner, chiropractor or dentist;

2. the nature of your illness or incapacity (confidential illness or injury requires completion of the confidential illness certification found on the back of this notice);

3. a statement that you were incapacitated from work due to illness or injury on the day(s) for which verification is requested;

4. the estimated date of your return to work; and

5. the original signature of the health care professional who examined you on his/her letterhead containing his/her address and phone number.

Please be reminded that failure to submit this medical verification may result in denial of sick leave compensation. If you have any questions, please contact me.

Sincerely,

Signature of Supervisor/Manager

cc: Personnel File

APPENDIX G-2

The information requested on this document must be provided
on the letterhead of the attending Medical Provider

CONFIDENTIAL ILLNESS CERTIFICATION

I, _____(Medical Provider)_____, as the medical provider for _____(Employee)_____, have reviewed his/her position description (Form 30) and certify that he/she was (circle one) unable / able to perform his/her duties on _____(Dates)_____ because he/she was incapacitated by personal illness or injury.

After reviewing the attached Form 30, the above referenced employee was unable to perform (specify the duty or duties that the employee could not perform) _____

_____

_____

_____

This employee was / is capable of returning to work commencing_____.

Medical Provider

Print Name_____

Signature_____

Address_____

Phone _____

APPENDIX G-3

COMMONWEALTH OF MASSACHUSETTS
CERTIFICATION OF HEALTH CARE PROVIDER FOR EMPLOYEE'S SERIOUS HEALTH CONDITION (FMLA)

SECTION I: For Completion by the EMPLOYER
INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE
INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name:

_____

First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (___)_____ Fax: (___)_____

Part A: MEDICAL FACTS

1. Approximate date condition commenced: _____

   Probable duration of condition: _____

   Mark below as applicable:
   Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
   _____ No _____ Yes. If so, dates of admission:

   _____

   Date(s) you treated the patient for condition:

   _____

   Will the patient need to have treatment visits at least twice per year due to the condition?

   _____ No _____Yes

   Was medication, other than over-the-counter medication, prescribed? _____ No _____ Yes

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)? _____ No _____ Yes If so, state the nature of such treatments and expect treatment:_____

   _____

2. Is the medical condition pregnancy? ___ No ___ Yes If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: ___ No ___ Yes.

If so, identify the job functions the employee is unable to perform:

_____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment): _____

_____

_____

_____

_____

_____

_____

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition,
   Including any time for treatment and recovery? ___No ___ Yes

   If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___ No ___ Yes

   If so, are the treatments or the reduced number of hours of work medically necessary? ___ No ___ Yes

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: _____

   _____

   Estimate the part-time or reduced work schedule the employee needs, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her
   job functions? ___ No ___ Yes

   Is it medically necessary for the employee to be absent from work during the flare-ups?
   ___ No ___ Yes. If so, explain:

   _____

   _____

   Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

   Frequency: _____ times per _____ week(s) _____ month(s)

   Duration: _____ hours or _____ day(s) per episode

   ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:

   _____

   _____

   _____

   _____

   _____

_____ _____

Signature of Health Care Provider **Date**

APPENDIX G-4
COMMONWEALTH OF MASSACHUSETTS
CERTIFICATION OF HEALTH CARE PROVIDER FOR FAMILY MEMBER'S SERIOUS HEALTH CONDITION (FMLA)

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact:

_____

_____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____

Name of family member for whom you will provide care: _____

First Middle Last

Relationship of family member to you:_____

If family member is your son or daughter, date of birth:_____

Describe care you will provide to your family member and estimate leave needed to provide care:

_____

_____

_____

_____ _____

Employee Signature Date

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address:_____

Type of practice / Medical specialty: _____

Telephone: (_____)_____ Fax:(_____)_____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

   Probable duration of condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? ___ No ___ Yes . If so, dates of admission: _____

   Date(s) you treated the patient for condition: _____

   Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

   Will the patient need to have treatment visits at least twice per year due to the condition? ____No ____ Yes

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?___No ____Yes. If so, state the nature of such treatments and expected duration of treatment:

   _____

   _____

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

_____

_____

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care.

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ___ No ___ Yes

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? ___ No ___ Yes

Explain the care needed by the patient and why such care is medically necessary: _____

_____

_____

_____

_____

5. Will the patient require follow-up treatments, including any time for recovery? ____ No ____ Yes

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

_____

Explain the care needed by the patient, and why such care is medically necessary: _____

_____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? ___ No ___ Yes

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ day(s) per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

_____

_____

_____

_____

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___ No ___ Yes

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____week(s) _____ month(s)

Duration: _____ hours or _____day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes

Explain the care needed by the patient, and why such care is medically necessary: _____

_____

_____

_____

_____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:

_____

_____

_____

_____

_____ _____

Signature of Health Care Provider **Date**

APPENDIX H

BUMPING CORRIDORS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES AGENCIES

Direct Services

Licensed Practical Nurse
Mental Health Worker
Developmental Services Worker
Music Therapist
Nursing Assistant
Occupational Therapist Aide
Occupational Therapist Assistant
Physical Therapist Aide
Physical Therapist Assistant
Recreational Therapist
Respiratory Technician
Special Service Assistant
Speech Therapist Assistant
Vocational Instructor
Volunteer Services Coordinator
X-Ray Technician

Public Safety

Campus Police Chief
Campus Police Officer
Institution Security Officer
Lifeguard
Morgue Technician

Core Services

Adaptive Clothing Designer
Adaptive Equipment Technician
Baker
Beautician
Canteen Worker
Chauffeur
Communication Dispatcher
Cook
Dental Assistant
Dental Technician
Design Illustrator
Dietician
Dining Room Attendant
Dormitory Attendant
Fabric Worker
Facility Service Worker
Farmer
Farm Worker
Floor Covering Installer and Repairer
Graphic Arts Technician
Groundskeeper

Horticulturist
Hospital Technician
Insect Pest Control Specialist
HVAC Mechanic
Institutional Security and Maintenance Supervisor
Janitor
Laboratory Assistant
Laborer
Launderer
Meat Cutter
Motor Equipment Mechanic
Motor Truck Driver
Storekeeper
Supervisor of Cafeteria, DYS
Telephone Operator
Tradesworker
Tree Surgeon
Unit Clothing Manager
Waste Water Treatment Plant Operator

The parties agree to meet to determine the bumping corridors for those agencies whose bumping corridors have not yet been established.

SUPPLEMENTAL AGREEMENT A

Whereas, the parties to the above collective bargaining Agreement seek to clarify the understanding reached during negotiations regarding ARTICLE 14 and ARTICLE 18, it is agreed as follows:

The provisions contained in ARTICLE 14 and ARTICLE 18 shall not be construed to impede the implementation of affirmative action programs developed by departments/agencies in accordance with the goals set forth in ARTICLE 6.

SUPPLEMENTAL AGREEMENT B

concerning

VOLUNTARY/INVOLUNTARY OVERTIME

1. It is the interest of the parties to this Agreement to limit the over utilization of employees by means of involuntary overtime.

2. Therefore, prior to the implementation of involuntary overtime, the Employer shall utilize all reasonable avenues of seeking voluntary overtime by utilization of the primary overtime list (this list shall consist of employees who normally perform the duties required for overtime).

3. In the event that insufficient volunteers are obtained from the primary list, the Employer shall maintain and utilize a secondary list of approved volunteers made up of employees who work at the facility who have had previous experience in work related to the overtime needed.

4. Employees who wish to be included on the secondary list shall submit their names to the designee of the Appointing Authority. The volunteers will be reviewed for their appropriateness to perform the overtime duties needed. Additional training may be required prior to performing certain functions on an overtime basis. Such training as may be required will be offered to the volunteers.

5. In the event that there are insufficient volunteers obtained from within the facility the Administration and the Union Representatives at each location shall meet to work out a procedure, which offers relief of the situation.

   Such procedures if negotiated shall insure that employees shall remain at their assignment until properly relieved.

   Compensation for the overtime volunteer shall commence when the overtime volunteer arrives at his/her assignment and the employee on duty is properly relieved.

6. Once an individual has been authorized by the Appointing Authority's designee for inclusion on the secondary overtime list, their name will be submitted to the appropriate person in charge of implementation.

7. For the purpose of establishing the aforementioned lists, the Union and administration at each facility/work area shall meet to work out procedures for establishing and implementing each list.

8. The secondary overtime pool will only be used when insufficient volunteers can be obtained from the primary list.

9. The Union shall have the right to periodically review all lists to ensure proper utilization.

10. This procedure shall be in effect for Direct Care employees in the Department of Mental Health and the Department of Developmental Services.

    Management further agrees that a Joint Committee from the Departments of Youth Services, Public Health and Corrections shall meet to explore the probability of expanding this procedure into the respective departments.

    Said meetings shall commence immediately and shall be completed within forty-five (45) days.

11. This procedure shall only be subject to the grievance procedure to and including Step III.

SUPPLEMENTAL AGREEMENT C

Whereas, the parties wish to clarify the following item in regard to ARTICLE 14, Section 1, first Paragraph, second sentence, as it relates to Civil Service positions as follows:

It is not the intent of the Employer to exempt positions from this Article as "those reasonably anticipated to be for less than one year ..." for all Civil Service vacancies anticipated to be filled until it can be shown that a certified list is imminent.

SUPPLEMENTAL AGREEMENT D

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division, and the ALLIANCE, AFSCME/SEIU, AFL-CIO. This Memorandum of Understanding reflects a clarification of Articles 12 and 24A of the current collective bargaining agreement concerning merit based pay for performance. It is agreed that:

A. All EPRS evaluations shall be based on a three-tiered rating system of "Exceeds", "Meets" and "Below".

B. Disciplinary actions impacting on an employee's "ability to perform his/her normal duties" shall be considered for the purpose of a final overall rating on the performance review.

C. Disciplinary actions not impacting on an employee's "ability to perform his/her normal duties" shall not have a greater impact than other areas of the employee evaluation for the purpose of an "Exceeds", "Meets" or "Below" rating.

D. Any employee who has received a rating of "Below" will have his/her evaluation reviewed monthly by the Appointing Authority or his/her designee, who shall review all the circumstances of the rating. The Appointing Authority or his/her designee may re-determine the rating after reviewing the circumstances of the initial evaluation. If the Appointing Authority or his/her designee re-determines the rating the employee will receive the increase retroactive to the date of original step increase due, or Article 12 increase, whichever is appropriate. If the Appointing Authority or his/her designee does not re-determine the rating the employee may file, through the Alliance within fourteen (14) days with the Human Resources Division, a request for a review of the Appointing Authority's or his/her designee's determination by a tripartite panel consisting of one person designated by the Alliance, one person designated by the Personnel Administrator and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis.

E.

1. Any appeal of a final "Below" rating shall be initiated at a Merit Arbitration Panel as designated below.

2. Said appeal shall be filed within twenty-one (21) days with the Human Resources Division.

3. Only employees receiving a rating of "Below" shall be able to appeal the rating.

4. The appeal shall be considered by a Merit Arbitration Panel consisting of one person designated by the Chairman of the Alliance, one person designated by the Personnel Administrator, and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis.

5. The standard of review to be applied by the panel shall be solely limited to whether or not the final performance rating of "Below" was justified.

6. The decision of the Merit Arbitration Panel shall be final and binding and any employee having a "Below" rating overturned shall be made whole in as prompt a manner as possible. Any costs associated with this process will be borne equally by the parties.

F. Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any manner.

G. There shall be no pre-determined formula or ratio used to establish the number of "Below" or "Exceeds" ratings given.

H. Job duties and performance criteria shall be observable and measurable to the extent practicable.

I. On and after the date of this Agreement, the Commonwealth shall evaluate bargaining unit employees no more strictly than it has historically evaluated such employees for the ratings of below and meets.

J.

1. Any employee who receives a "Below" evaluation shall be re-evaluated thirty (30) days after the completion of his/her final evaluation. The Department/Agency shall file a remedial plan for an employee receiving a "Below" rating. Each re-review period shall be thirty (30) days in length to a maximum of six (6) months. The employee shall have his/her re-evaluations done each thirty (30) day period until a "Meets" rating is achieved or six (6) months pass, whichever is first.

2. Employees that may be nearing a "Below" rating shall be counseled by his/her supervisor at least three (3) months in advance of their final stage of the evaluation as to the specific areas that must be improved and what the employee must do to attain a "Meets" rating.

3. During the process of the re-review, the employee who continues to receive "Below" ratings shall be able to make a one-time appeal of that re-review rating to the Merit Arbitration Board. This appeal must be filed within ten (10) days of the last re-review rating. Any decision in favor of the employee will be from the month of the appeal forward. Such appeal may not be filed if the employee has already filed an appeal at the time of the final "Below" review.

K. Once an employee receives a "Meets" or "Exceeds" evaluation during the re-review process, he/she shall be eligible for the denied step and/or denied salary increases effective from the date of receiving the "Meets" or "Exceeds" rating. An employee's anniversary date for step purposes shall not be retarded upon receiving the "Meets" or "Exceeds" rating.

L. Any employee who may be adversely impacted by an untimely evaluation shall be made whole upon the completion of the performance review and upon achieving a final rating of "Meets".

M. All performance merit ratings shall be based on the current EPRS system as found in Article 24A of the current Agreement and all payment of salary and/or step increases shall be based on current language found in Article 12 relating to pay for performance.

N. All financial considerations (i.e., merit increases, step rate increase) shall be based on the employee’s most recent, final annual evaluation.

O. When work-related circumstances occur over which the employee/Agency has no control, the employee shall not be prevented from attaining an overall rating of "Meets".

SUPPLEMENTAL AGREEMENT E

covering the

DEPARTMENT OF CONSERVATION AND RECREATION

I. DCR "Crossing Guards" shall be entitled to receive Vacation, Sick Leave and Paid Personal Leave benefits as follows:

A. Vacation, Sick Leave and Paid Personal Leave shall be determined by taking 10/12 of the entitlement as contained in this Agreement based on a four hour day.

B. To qualify for the above benefits, Crossing Guards must be employed at the start of the school year and continue to be employed at the end of the school year. Each guard's school year will be governed by the school to which she/he is assigned.

C. Vacation and Sick Leave benefits will not be retarded due to school closing periods in December, February and April.

D. Vacations must be taken during the school closing periods of December, February and/or April or be paid out at the end of the school year.

II. Assignment Bidding

A. Skating Rinks, Swimming Pools, Golf Courses

Recreation facility managers at the above named facilities may request assignment at a particular facility prior to its seasonal openings. The Appointing Authority or his/her designee shall review such request in the order of seniority and attempt to accommodate the employee's request. In the event the request is not granted, the Employer shall give the reason or reasons for such denial in writing to the employee. However, the final determination of the assignment shall be at the sole discretion of the Appointing Authority or his designee provided such determination is not arbitrary.

Grievances under this section may be processed through Step III of the grievance procedure contained in Article 23A.

B. DCR Crossing Guards

Vacancies in the position of School Crossing Guard shall be posted in each district prior to the start of the school year. Copies of all postings shall be sent to the Chairman of the Alliance.

Each Department of Conservation and Recreation School Crossing Guard may request assignment to a specific school crossing prior to the beginning of each school year. Each Guard's request must be in writing, addressed to the Metropolitan Police Superintendent, and received in the Superintendent's office on or after August 1st but no later than the end of the second week in August. The Superintendent will respond one week prior to the school opening.

The Department of Conservation and Recreation Commissioner or his/her designee shall review such requests in order of each Guard's length of service as a DCR School Crossing Guard and shall attempt to accommodate the request.

In the event any request is not granted, the Commissioner or his/her designee shall inform the Guard in writing of the reason for such denial. However, the final determination of the assignment of any Guard shall be at the discretion of the Commissioner or his/her designee provided such determination is not arbitrary.

Grievances under this Section may be processed through Step III of the grievance procedure contained in Article 23A.

III. Overtime

A. Posting

A list of all Unit 2 employees in each location who are eligible for overtime work shall be posted in a conspicuous place at that work location and kept up to date by the DCR. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

B. Snow Plowing

Snow plowing overtime work in the DCR Parks Division will be offered to non-Parks Division, DCR Unit 2 employees before it is offered to any employee outside Unit 2, but after it is offered to Parks Division, DCR Unit 2 employees in accordance with Article 7, Section 2, Paragraph H of this Agreement.

Non-Parks Division, MDC Unit 2 employees who work overtime under this procedure will be compensated at the appropriate rate in the title designated by the Parks Division to accomplish the work.

Nothing in this section shall be construed to limit in any way the right of management to determine when overtime shall be granted.

IV. The DCR shall provide identification cards to all employees. Such identification cards shall be displayed in a visible manner unless such display would be impracticable due to workplace activity. Under such circumstances the identification card shall be available for display.

V. DCR shall provide annually to each employee his/her sick leave and vacation entitlement.

SUPPLEMENTAL AGREEMENT E-1

for the

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

and the

DEPARTMENT OF CONSERVATION AND RECREATION

WHEREAS, the Massachusetts Department of Transportation and Department of Conservation and Recreation and the ALLIANCE, SEIU Local 888 and AFSCME Local 1009 seek to clarify understandings reached by the parties during negotiations for a successor agreement to the 1986-1989 ALLIANCE Agreement concerning the application and interpretation of the provisions of Article 20, as this Article applies to the Massachusetts Department of Transportation, it is agreed as follows:

1. The Massachusetts Department of Transportation and DCR fully recognize their responsibility to provide a safe and healthy work environment for all of their employees.

2. The Massachusetts Department of Transportation and DCR fully recognize that certain of their operations require the presence of specific traffic control devices, and will endeavor to ensure that appropriate and functional devices are employed in the course of such operations.

3. The Massachusetts Department of Transportation and DCR fully recognize the importance of adequate safety training and shall endeavor not to assign employees to operations or tasks unless those employees are adequately oriented toward such operations or tasks.

SUPPLEMENTAL AGREEMENT F

covering the

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

WHEREAS, the parties to the above collective bargaining Agreement seek to provide a procedure to meet and confer regarding the contracting for maintenance services within the Massachusetts Department of Transportation.

Section 1.

A special labor management committee will be established to discuss the contracting of services, such as mowing, catch basin cleaning or repairing and highway sweeping, and make recommendations for the most efficient and productive performance of maintenance by the Massachusetts Department of Transportation. The committee will consist of four representatives of the Alliance and four representatives of the Employer, three of whom shall be from the Massachusetts Department of Transportation and one from the Human Resources Division.

Section 2.

Annually the Massachusetts Department of Transportation will provide the Alliance and its designated union representative with the proposed maintenance contract schedule for the following fiscal year. The special labor management committee will meet quarterly to confer regarding the Department's maintenance contracts. These meetings shall be prior to the submission of the proposed maintenance contracts submitted by the District Engineers to the Department. The Department will review the recommendations of the special labor management committee in determining the schedule for maintenance contracts issued by the Department.

Section 3.

The Massachusetts Department of Transportation will place the Alliance on the mailing list for advertised contracts so that the Alliance can be informed of maintenance contracts, which are being advertised.

SUPPLEMENTAL AGREEMENT G

covering the

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

Section 1.

The labor-management committee established pursuant to Article 20, Section 13 of this Agreement shall convene within the Massachusetts Department of Transportation. In addition to the objectives described therein, the Committee shall review and make recommendations on the Departmental Safety Manual.

Section 2.

There shall be, within the Massachusetts Department of Transportation, an ad hoc committee comprised of an equal number of management and union representatives to discuss the implementation of a consistent tool policy for mechanics within the Department. This committee shall meet within sixty (60) days of the signing of this Agreement, and not less than monthly thereafter. The results of the committee's deliberations shall be presented to the Commissioner for his/her consideration.

SUPPLEMENTAL AGREEMENT H

covering the

DEPARTMENT OF CONSERVATION AND RECREATION

The Commonwealth of Massachusetts acting through the Human Resources Division and the Alliance, AFSCME, Council 93, AFL-CIO agree to the following procedures for the implementation of Supplemental Agreement H of the collective bargaining Agreement.

1. As early as possible, management will provide a statement of staffing intentions at each skating rink (identifying which positions will remain/leave) for the off-season.

2. As early as possible prior to facility shutdown, management will provide a list of opportunities for transfer (as defined in #3 below). The list shall be compiled on a statewide basis. The Department will make every effort to provide regional opportunities within the statewide list. The list will not include positions identified for recall of long-term seasonals.

3. For purposes of this Agreement, a "transfer" will be considered to be a move in position to an assignment of either equivalent grade or equivalent function.

4. Transfer bids will be granted on the basis of seniority in the Department from among those employees considered by the Appointing Authority to be qualified to perform the duties of the position. Prior to a promotion, transfer bids will be first considered.

5. Choice of shift and days off among transfer, seasonal promotion and other seasonal employees will be determined by seniority in the Department.

SUPPLEMENTAL AGREEMENT I

WHEREAS, the parties to the above collective bargaining Agreement seek to clarify the understanding reached during negotiations regarding the use of a secondary wage rate within the Massachusetts Department of Transportation, the Conservation and Recreation, and the Department of Fish and Game so called "blue sheeting"; and

WHEREAS, the parties recognize such blue sheeting is required under certain conditions;

NOW THEREFORE the following understanding, has been reached:

1. The Employer agrees that "blue sheeting" will be utilized only where necessary, and not for the purpose of avoiding the filling of permanent positions.

2. The Union agrees that the Employer has the right and need to use blue sheeting where it feels that to do otherwise would adversely affect the operations of the Departments and the Public such as in the case of snowstorms and other hazardous conditions.

3. The parties agree to establish a Labor/Management Committee composed of the Departments, the Human Resources Division and the Unions to develop practicable ways and means to put into effect the understandings contained herein.

4. The committee shall begin meeting within sixty (60) days of the effective date of the Agreement. It shall meet monthly and remain operative for one (1) year after it commences its first meeting.

SUPPLEMENTAL AGREEMENT J

The terms of this Supplemental Agreement shall be the exclusive vehicle for granting holiday and leave benefits for seasonal employees. The terms of this Supplemental Agreement supersede any other provisions of the Agreement as they apply to seasonal employees.

1. A. Summer seasonal employees are those whose employment commences prior to the second Sunday before Memorial Day and whose employment continues beyond the Saturday following Labor Day.

   B. Seasonal employees, except as limited above, shall be those employees hired on a seasonal basis whose employment is for a period of ninety (90) consecutive days or more.

2. A. Seasonal employees shall accrue sick days in the same manner as other employees except that sick leave accrued during an employee's first season of work shall not be credited or used until the first working day of said person's second season of employment.

   B. Such employees shall accrue vacation days on a pro rata basis which shall be credited on the first working day of the employee's second or subsequent season of employment.

   C. Such employees shall receive holiday benefits as outlined in the contract.

   D. Such employees shall accrue pro-rated personal leave, which shall be credited on the first working day of the second or subsequent season based on work performed during the previous season. (Based on two hours leave for each full calendar month of service.)

3. Persons whose summer seasonal employment commences on or after the second Sunday before Memorial Day and terminates prior to the Sunday following Labor Day shall not be covered by the terms of the collective bargaining Agreement.

SUPPLEMENTAL AGREEMENT K
covering
CAMPUS POLICE OFFICERS
IN THE
DEPARTMENTS OF PUBLIC HEALTH, MENTAL HEALTH and DEVELOPMENTAL SERVICES

The Campus Police Officers of the above state departments are desirous of being assigned to paid police details on the premises where they are employed.

The following provisions shall govern the assignment of paid police details for the Campus Police Officers covered by this Agreement:

1. The Appointing Authority shall determine whenever a detail will be necessary. The Appointing Authority's decision shall be final and not subject to the grievance procedure. If the Appointing Authority determines that a paid detail is necessary, he/she will notify the Chief of Campus Police or his/her designee as to the event or situation to be covered and he/she will make such assignments to available employees for paid police details.

2. In order to be eligible for assignment to a paying police detail, such employee shall have been appointed as a special police officer in accordance with M.G.L. Chapter 147.

3. When assigned to a paid detail for other than a state agency, the rate of pay shall be twenty-five dollars ($25.00) per hour. There shall be a minimum of four (4) hours for each assignment.

4. When performing overtime for a state agency, the provisions of Article 7 of the Collective Bargaining Agreement shall apply.

5. The rate set forth in this Agreement may be increased by mutual agreement of the parties.

6. All eligible employees will signify in writing their desire to accept or not to accept paid police details.

7. Each agency will develop procedures in order to distribute such paid details fairly and equitably.

8. The agency shall give to available employees the maximum possible advance notice of paying details assignment. Any employee on the detail list who refuses a paying detail shall not be removed from the detail list, but such refusal shall be recorded for purposes of detail assignments as a detail actually worked under the heading "detail refused".

9. A list showing the number of paid details assigned to each officer shall be maintained by the Chief of Campus Police or his/her designee and will be available to the Union upon request.

SUPPLEMENTAL AGREEMENT L

covering the

DEPARTMENT OF YOUTH SERVICES

There shall be established a Labor/Management study group to discuss issues relating to the assignment of work to DYS caseworkers and group workers. The committee may also discuss issues of stress and potential hazards in the workplace, including concerns voiced by employees in the Plymouth County Juvenile Secure Unit. At the request of either party, the labor management committee shall include a representative from the Human Resources Division/Office of Employee Relations.

Such study group shall forward any and all findings to the Personnel Administrator and to the Commissioner of DYS for review.

Upon review, findings that are recommended for implementation shall be referred to a Labor/Management Committee convened by the Personnel Administrator and the Commissioner of DYS to discuss such implementation.

SUPPLEMENTAL AGREEMENT M

Concerning the Method of Payment for Employees that Accompany Clients/Consumers Overnight on Client/Consumer Vacations

The Commonwealth of Massachusetts and the Alliance, Unit 2, hereby agree that the method of selection and compensation for employees that accompany clients or consumers on overnight vacations shall be as follows:

1. Employee participation shall be voluntary whenever possible.

2. Employees shall be paid for the first shift of the day at their normal hourly rate of pay.

3. Payment for the second shift may, at the discretion of the Appointing Authority, be made in the form of compensatory time, or in the form of pay for hours worked.

4. The third shift shall be considered to be sleep time, unless the employee is required to work. In the event that the employee is required to work, payment shall be made in accordance with the provisions of # 3 above.

5. The method of calculating compensation for hours worked shall be in accordance with the provisions of Article 7 of this Agreement, except that in no event shall any time worked be compensated via the callback provisions of the Agreement.

Employees shall be eligible for meal reimbursement in accordance with the meal reimbursement provisions in Article 11 of this Agreement

MEMORANDUM OF UNDERSTANDING

Regarding Essential Functions

The Alliance and the Commonwealth agree and understand that the essential functions study of classification titles and specifications is critical to the Commonwealth's compliance with the Americans with Disabilities Act. The parties further agree and understand that the results of said study may necessitate alterations in the classification structure of Bargaining Unit 2. The parties further agree and understand that:

HRD shall confer with the Alliance regarding Unit 2 job specifications developed pursuant to the Essential Functions Study through the committee established under Article 17A, Section 2 of this Agreement or through an alternate committee established by mutual consent of the parties. Pursuant to Article 17, HRD shall determine job titles, the relationship of one classification to the others, and job specifications by the end of the calendar year or upon mutual agreement of the parties; and

Should the parties agree that job grade placement for Unit 2 positions resulting from the Essential Functions Study require funding, such funding will be discussed as part of negotiations for a successor Collective Bargaining Agreement.

Signed on this day, _____, the _____day of _____, 2004.

For the Alliance:

_____

For the Commonwealth:

_____

MEMORANDUM OF UNDERSTANDING

Clarifying the Calculation of Overtime Compensation for Part-Time Employees

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division, and the Alliance. This memorandum reflects a clarification of Article 7, Section 2 of the Alliance Agreement concerning payment of overtime for employees who are regularly scheduled to work fewer than forty (40) hours per week.

A. An employee whose regular work week is less than forty (40) hours shall be:

1. compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular workweek, and,

2. compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of forty (40) hours in a workweek.

B. Except as outlined in Article 7, Section 2, Paragraph D of the Agreement, paid sick leave shall not be considered time worked for the purpose of calculating any overtime compensation.

C. An employee whose regular work week is less than forty (40) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8) hours in his/her regular work day except that:

1. an employee whose regular work day is more than eight (8) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular work day and,

2. as outlined in Article 7, Section 2, Paragraph D of the Agreement any paid sick leave used during that payroll period shall be excluded from such overtime calculations.

MEMORANDUM OF UNDERSTANDING

Concerning Work Hour Travel

The parties agree to establish a labor-management committee which shall consist of up to four (4) representatives designated by the Union and up to four (4) representatives designated by the Employer who will discuss parking, tolls, and increased access to the Commonwealth's motor vehicle pool for those employees who are required to conduct work-hour travel as part of their regular job duties where such travel includes parking and toll expenses which exceed the mileage reimbursement allowed pursuant to Article 11, Section 1A of this Agreement.

MEMORANDUM OF UNDERSTANDING

Regarding Direct Deposit

The Commonwealth of Massachusetts through the Human Resources Division (HRD) and the Union are parties to a Collective Bargaining Agreement, which provides for employees covered by the terms and conditions of the Agreement to have their salaries directly transferred electronically. Whereas the Union has expressed concern that not all members would be able to avail themselves of the electronic transfer because of severe hardship, the Parties agree as follows:

1. All employees will have their net salary checks electronically forwarded to an account or accounts selected by the employee.

2. In the extraordinary event that the Union asserts that an employee cannot comply with the Collective Bargaining Agreement relative to the electronic transfer due to severe hardship such as inability to access a bank, financial institution or ATM as a result of an employee's work hours, distance from home or work site or other reasons related thereto, or in a case of domestic violence where a person purposely does not want to have an account for safety reasons, the Union shall petition the Human Resources Division for a Direct Deposit Special Exemption.

3. The Human Resources Division shall review the request for the Direct Deposit Special Exemption filed by the Union and will notify the Union of its finding.

4. The Parties agree that no other appeal may be commenced by the employee or the Union relative to the Direct Deposit Special Exemption and further, that this Memorandum is not grievable and is inarbitrable.

Signed this _____ day of _____, 2000:

For the Alliance: For the Commonwealth:

_____ _____

MEMORANDUM OF UNDERSTANDING

Concerning Articles 23 and 23A

In an effort to support the efficient and expeditious handling of the grievance/arbitration procedures outlined in Articles 23 and 23A, the parties agree that:

A. The parties will meet in an effort to develop mutually agreeable and compatible grievance tracking systems; and,

B. The parties shall meet in an effort to develop mutually agreeable time frames within which the parties will attempt to process arbitrations, including, but not limited to, the selection of arbitrators and the scheduling of, and the hearing of, arbitration cases.

MEMORANDUM OF UNDERSTANDING

Concerning Adoption Assistance

The parties agree that employees covered by this Collective Bargaining Agreement will be permitted to participate in the Employer's adoption assistance program.

MEMORANDUM OF AGREEMENT

Regarding SEIU Local 888 and AFSCME Local 1009 Employees in the Massachusetts Department of Transportation and the Department of Conservation and Recreation

This Memorandum of Agreement is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division (HRD), and the Alliance, Unit 2.

The parties agree that, in substitution of Paragraph D of Section 7.2 of Article 7 of the January 1, 2000 to December 31, 2002 Commonwealth-Alliance Collective Bargaining Agreement, the following shall apply to SEIU Local 888 and AFSCME Local 1009 employees in the Massachusetts Department of Transportation and Department of Conservation and Recreation:

With the exception of paid sick leave, all time for which an employee is on full pay status shall be considered time worked for the purpose of calculating overtime compensation. However, paid sick leave used by an employee during the same work week in which he/she is required to work overtime because of an emergency shall be considered time worked for the purpose of calculating overtime compensation for that work week, provided that nothing herein shall interfere with the Employer's right to request satisfactory medical evidence under the terms of Article 8, Section 1 of said Agreement.

Signed this _____ day of _____, 2000:

For the Alliance: For the Commonwealth of Massachusetts:

_____ _____

MEMORANDUM OF UNDERSTANDING
between the
COMMONWEALTH OF MASSACHUSETTS
and the
ALLIANCE, AFSCME-SEIU, AFL-CIO
UNIT 2

Regarding Recruitment and Retention

The parties agree to establish a labor-management committee to identify Unit 2 titles with recruitment and retention concerns and make recommendations to address these concerns. The committee shall consist of up to four (4) representatives selected by the Union and up to four (4) representatives selected by the Employer. The committee shall meet upon request of either party.

For the Commonwealth:

_____

Date: _____

For the Union:

_____

Date: _____

MEMORANDUM OF UNDERSTANDING
between the
COMMONWEALTH OF MASSACHUSETTS
and the
ALLIANCE, AFSCME-SEIU, AFL-CIO
UNIT 2

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division and the Alliance, AFSCME-SEIU, AFL-CIO. Contingent on compliance with all federal and state regulations, and as soon as is administratively feasible for the Employer, the Commonwealth agrees to deduct the permissible cost of MBTA passes from the employee's salary on a pre-tax basis for all employees who wish to participate in such a program.

For the Commonwealth:

_____

Date: _____

For the Union:

_____

Date: _____

HUMAN RESOURCES DIVISION
ACTIVE UNIT 2 TITLES
(as of 2/22/10)

Jobcode Description	Jobcode	Bargaining Unit	Grade
Adaptive Clothing Designer	E12014	02	12
Adaptive Equipment Tech I	E12045	02	12
Adaptive Equipment Tech II	E14134	02	14
Aeronautical Inspector I	E22950	02	22
Apiary Inspector I	E11875	02	11
Apiary Inspector II	E13045	02	13
Armorer I	E10842	02	10
Armorer II	E12073	02	12
Armorer III	E12015	02	12
Audio Visual Equipment Tech I	E14111	02	14
Audio Visual Equipment Tech II	E16118	02	16
Baker I	E08661	02	08
Baker II	E12876	02	12
Baker III	E14047	02	14
Baker IV	E16120	02	16
Barber	E09735	02	09
Beautician	E11736	02	11
Bldg Maintenance Supv I	E12018	02	12
Bridge Operator I	E11806	02	11
Bridge Operator II	E13017	02	13
Building Maintenance Supv II	E16121	02	16
Campus Police Chief	E16099	02	16
Campus Police Officer I	E13022	02	13
Campus Police Officer II	E14028	02	14
Canteen Worker I	E08667	02	08
Canteen Worker II	E10762	02	10
Chauffeur	E09676	02	09
Chief Guard	E11808	02	11
Chief Maintenance Mechanic	E20036	02	20
Communication Dispatcher I	E10836	02	10
Communication Dispatcher II	E13074	02	13
Communications Officer, Cd	E17125	02	17
Cook I	E11841	02	11
Cook II	E13072	02	13
Cook III	E15166	02	15
Dental Assistant	E10740	02	10
Dental Hygienist I	E12024	02	12
Dental Hygienist II	E14114	02	14
Dental Technician I	E12026	02	12
Dental Technician II	E13050	02	13
Design Illustrator	E16125	02	16

Developmental Services Worker I	E09772	02	09A
Developmental Services Worker II	E11913	02	11A
Developmental Services Worker III	E13097	02	13A
Developmental Services Worker IV	E15157	02	15A
Dietitian I	E14051	02	14
Dietitian II	E18120	02	18
Dining Room Attendant	E09679	02	09
Dir Of Food Services, Chelsea	E18106	02	18
Dormitory Attendant	E10741	02	10
Draftsman	E13052	02	13
Electronics Tech I -Hosp/Clin	E13053	02	13
Electronics Tech II -Hosp/Clin	E16126	02	16
Elevator Inspector I	E24952	02	24
Elevator Inspector II	E26864	02	26
Explosives Technician I	E18168	02	18
Explosives Technician II	E20030	02	20
Fabric Worker I	E08588	02	08
Fabric Worker II	E10681	02	10
Facility Service Worker I	E06561	02	06A
Facility Service Worker II	E07590	02	07A
Facility Service Worker III	E09682	02	09A
Facility Service Worker IV	E12880	02	12A
Farm Worker I	E09684	02	09
Farm Worker II	E10742	02	10
Farmer I	E12028	02	12
Farmer II	E13054	02	13
Firearms Specialist	E17128	02	17
Fish Culturist Assistant	E11883	02	11
Floor Covering Instlr & Rep I	E10810	02	10
Floor Covering Instlr & Rep II	E12030	02	12
Food And Drug Inspector I	E18133	02	18
Food And Drug Inspector II	E20108	02	20
Food And Drug Inspector III	E22996	02	22
Forest And Park Regional Coord	E20997	02	20
Forest And Park Supervisor I	E14115	02	14
Forest And Park Supervisor II	E16135	02	16
Forest And Park Supervisor III	E18109	02	18
Golf Starter	E05562	02	05
Graphic Arts Technician I	E14117	02	14
Graphic Arts Technician II	E16136	02	16
Greenskeeper I	E09748	02	09
Greenskeeper II	E10811	02	10
Greenskeeper III	E12031	02	12
Groundskeeper I	E09685	02	09
Groundskeeper II	E10812	02	10
Highway Maint Foreman I	E14056	02	14

Highway Maint Foreman III	E18130	02	18
Highway Maint Foreman IV	E19037	02	19
Horticulturist	E14119	02	14
Hospital Technician	E13057	02	13
Hvac Refrig Mechanic I	E13055	02	13
Hvac Refrig Mechanic II	E16211	02	16
Indust Safety & Health Insp I	E17131	02	17
Industrl Shop Sup Of The Blind	E13032	02	13
Insect Pest Control Special I	E12033	02	12
Insect Pest Control Special II	E14120	02	14
Inspector Of Standards I	E15161	02	15
Inspector Of Standards II	E17182	02	17
Insptr Hazard Subst/Pest I	E16137	02	16
Insptr Hazard Subst/Pest II	E18110	02	18
Insptr Hazard Subst/Pest III	E20012	02	20
Insptr Road Building Material	E14122	02	14
Inst. Sec/Maintenance Supv	E16144	02	16
Institution Firefighter I	E13064	02	13
Institution Firefighter II	E16208	02	16
Institution Security Off I	E08686	02	08
Institution Security Off II	E09750	02	09
Institution Security Off III	E13065	02	13
Institution Security Off IV	E15105	02	15
Invest., Cable Television	E16145	02	16
Investigator Of Barbers	E12035	02	12
Investigator Of Electricians	E19049	02	19
Investigator Of Hairdressers	E12037	02	12
Investigator Of Plumbers	E19048	02	19
Investigator,Radio/TV Techs	E14124	02	14
Janitor I	E08599	02	08
Janitor II	E10688	02	10
Janitor III	E11813	02	11
Janitor IV	E14038	02	14
Laboratory Assistant	E08663	02	08
Laborer I	E09752	02	09A
Laborer II	E10824	02	10
Launderer I	E08664	02	08
Launderer II	E10815	02	10
Launderer III	E11886	02	11
Launderer IV	E13066	02	13
Law Enforcement Dispatcher I	E14180	02	14
Law Enforcement Dispatcher II	E16180	02	16
Law Enforcement Dispatcher III	E18180	02	18
Law Enforcement Dispatcher IV	E20180	02	20
Library Page	E06660	02	06
Licensed Practical Nurse I	E16163	02	16A

Licensed Practical Nurse II	E17162	02	17A
Lifeguard I	E09691	02	09
Lifeguard II	E10757	02	10
Locks & Drawbridges Supv	E19004	02	19
Master, Fisheries Res Vessel	E17135	02	17
Mate, Fisheries Rsrch Vessel	E15108	02	15
Meat Cutter	E11758	02	11
Mental Health Worker I	E09769	02	09A
Mental Health Worker II	E11910	02	11A
Mental Health Worker III	E13092	02	13A
Mental Health Worker IV	E15154	02	15A
Microphotographer I	E13041	02	13
Microphotographer I	E12042	02	12
Microphotographer II	E14129	02	14
Military Archivist	E17137	02	17
Morgue Attendant I	E11890	02	11
Morgue Attendant II	E13070	02	13
Morgue Technician I	E14890	02	14
Morgue Technician II	E16070	02	16
Morgue Technician III	E18073	02	18
Motor Equipment Mechanic I	E14071	02	14
Motor Equipment Mechanic II	E15131	02	15
Motor Equipment Mechanic III	E16109	02	16
Motor Equipment Mechanic IV	E17149	02	17
Motor Truck Driver	E10820	02	10
Motor Vehicle Dispatcher	E07665	02	07
Music Therapist I	E15115	02	15A
Music Therapist II	E16150	02	16A
Nursing Assistant I	E09771	02	09A
Nursing Assistant II	E11912	02	11A
Nursing Assistant III	E13094	02	13A
Nursing Assistant IV	E15156	02	15A
Occupational Therapist Aide	E11839	02	11
Occupational Therapist Assist	E14171	02	14A
Park Foreman I	E15164	02	15
Park Foreman II	E17138	02	17
Park Interpreter	E09733	02	09
Photo Technician I	E11893	02	11
Photo Technician II	E13077	02	13
Photo-Copying Operator I	E10822	02	10
Photo-Copying Operator II	E12046	02	12
Photo-Copying Operator II	E13049	02	13
Photographer II	E15116	02	15
Physical Therapist Aide	E11840	02	11
Physical Therapist Assistant	E14170	02	14A
Racing Inspector I	E15162	02	15

Racing Inspector II	E17184	02	17
Racing Inspector II	E18184	02	18
Radio Maintenance Technician I	E15122	02	15
Radio Maintenance TechnicianII	E18139	02	18
Ranger I	E14500	02	14
Ranger II	E16500	02	16
Ranger III	E18500	02	18
Recreation Facilities Repairer	E12048	02	12
Recreation Facilities Supv I	E12049	02	12
Recreation Facilities Supv II	E14137	02	14
Recreation Facilities Supv III	E16154	02	16
Recreation Facilities Supv IV	E20998	02	20
Recreation Leader	E09761	02	09
Recreational Services Supv	E17140	02	17
Recreational Therapist I	E12881	02	12A
Recreational Therapist II	E13042	02	13A
Recreational Therapist III	E15140	02	15A
Renal Dialysis Technician I	E15123	02	15
Renal Dialysis Technician II	E17142	02	17
Respiratory Therapy Technician I	E19215	02	19
Respiratory Therapy Technician II	E21215	02	21
Respiratory Therapy Technician III	E23215	02	23
Respiratory Technician	E17215	02	17A
Skating Rink Guard I	E09765	02	09
Skating Rink Guard II	E10823	02	10
Special Service Assistant	E10829	02	10
Speech Therapist Assistant	E14143	02	14
Stable Attendant I	E08696	02	08
Stable Attendant II	E10830	02	10
State Firefighter I	E13080	02	13
State Firefighter II	E15124	02	15
State Firefighter III	E18113	02	18
State Police Dispatcher I	E17212	02	17
State Police Dispatcher II	E18190	02	18
State Police Dispatcher III	E20170	02	20
Storekeeper I	E08668	02	08
Storekeeper II	E12901	02	12
Storekeeper III	E14083	02	14
Storekeeper IV	E16127	02	16
Supervisor Of Cafeteria, DYS	E16597	02	16
Supervisor Of Motor Pool, Cd	E16157	02	16
Supervisor Of Motor Pool, Pwd	E16158	02	16
Telephone Operator I	E09669	02	09
Telephone Operator II	E11832	02	11
Tractor Driver	E12054	02	12
Trades Worker	E10838	02	10

Traffic Control Equip Supv I	E16159	02	16
Traffic Control Equip Supv II	E18114	02	18
Traffic Section Foreman I	E15163	02	15
Traffic Section Foreman II	E17145	02	17
Traffic Supervisor	E10837	02	10
Transportation Officer, DYS	E15084	02	15A
Tree Climber	E12902	02	12
Tree Surgeon	E14145	02	14
Tunnel Inspector I	E16160	02	16
Tunnel Inspector II	E18115	02	18
Unit Clothing Manager	E07658	02	07
Utility Plant Operator	E17146	02	17
Visitor Services Supervisor	E15097	02	15
Volunteer Services Coord I	E11903	02	11
Volunteer Services Coord II	E15129	02	15
Wastewater Trtmnt Plnt Opr II	E11904	02	11
Wastewater Trtmnt Plnt Opr III	E12056	02	12
Wastewater Trtmnt Plnt Opr IV	E14147	02	14
Water Storage Sys Foreman II	E13087	02	13
Water Storage Syst Foreman III	E16161	02	16
Water Storage System Foreman I	E11905	02	11
Wildlife Technician I	E10804	02	10
Wildlife Technician II	E11871	02	11
X-Ray Technician I	E13088	02	13A
X-Ray Technician II	E14149	02	14A
X-Ray Technician III	E17147	02	17A
Youth Services Caseworker I	E15130	02	15A
Youth Services Caseworker II	E16162	02	16A
Youth Services Group Worker I	E12057	02	12A
Youth Services Group Worker II	E14150	02	14A
Youth Services Grp Worker III	E16164	02	16A
Zoo Attendant I	E09768	02	09
Zoo Attendant II	E11906	02	11
Zookeeper I	E13089	02	13
Zookeeper II	E17148	02	17