Collective Bargaining Agreement

between the

Commonwealth of Massachusetts

and the

Massachusetts Correction Officers Federated Union

July 1, 2015 – June 30, 2018

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PREAMBLE

This Collective Bargaining Agreement entered into this 15th day of May 2013, between the Commonwealth of Massachusetts, acting through the Secretary of Administration and Finance and his Human Resources Division ("Commonwealth" or "Employer"), and the Massachusetts Correction Officers Federated Union ("Federation" or "Union") 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 for employees of the Commonwealth in Bargaining Unit 4, as certified by the Massachusetts Labor Relations Commission in its certification of representation, Case No. SCR-2216, dated December 22, 1994.

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 HRD.

Section 2.

Bargaining Unit 4 consists of all employees in the job titles listed in Attachment B of the certification of representation dated December 22, 1994, excluding managerial and confidential employees.

Section 3.

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

A. include full-time and regular part-time persons employed by the Commonwealth in job titles in Bargaining Unit 4;

B. excluding therefrom

1. all managerial and confidential employees;

2. all employees employed in short term jobs established by special federal or state programs;

3. all intermittent employees; and

4. all persons paid through an "03" or "07" subsidiary account**.**

C. A full-time employee is defined as an employee who normally works a full work week and whose employment is expected to continue for twelve months or more, or an employee who normally works a full workweek and has been employed for twelve consecutive months or more.

D. A regular part-time employee is defined as an employee who is expected to work fifty percent or more of the hours in a workweek of a regular full-time employee in the same title.

E. An intermittent employee is defined as an employee who is neither a full-time nor a regular part-time employee.

ARTICLE 2
Rules and Regulations

Section 1.

If a conflict exists between the Collective Bargaining Agreement and the rules and regulations of the Department of Correction, the Collective Bargaining Agreement shall prevail.

Section 2.

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 1.

The Union shall have the exclusive right to the checkoff 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 checkoff 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 action committee (i.e. MCOFU PAC) 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 action committee fee authorization by giving at least sixty (60) days' notice in writing to his/her department head.

B. The Employer shall deduct such political action committee (i.e. MCOFU PAC) 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 action committee 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 an 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 M.G.L. c. 150E, section 12.

Section 2.

This Article shall not become operative as to employees in any Statewide Bargaining Unit 4, certified to the Union until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in Bargaining Unit 4 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.

Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Commission, to members of the General Court, to the Governor, or to any other appropriate authority or official.

Without limiting the foregoing, the Employer agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement or the law. Further, no representative, Department Official, or agent of the Commonwealth shall:

1 . Interfere with, restrain, or coerce employees in the exercise of their right to join the Union;

2. Interfere with the formation, existence, operations, or administration of the Union;

3. Discriminate in regard to employment or conditions of employment in order to discourage membership in the Union;

4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for or on behalf of the Union**.**

Section 2. 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 3. Union Stewards and Officials

A. Union stewards or Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. This shall also include instances when a union steward or official is directed by the Department to cooperate in an investigation during off duty hours. Requests for such time off shall be made in advance and shall not be unreasonably denied.

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

Section 4. Paid Leave of Absence For Union Business

A. Time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions.

B. Time off without loss of wages, benefits, or other privileges may be granted to representatives and officers of the Union to attend joint labor/management meetings.

C. All leave under this section shall require prior approval of HRD and shall be in writing. The Union agrees to provide three (3) days' advance notice.

Section 5. 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 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 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 may be granted to union officers and stewards of the Union.

C. 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 an 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 HRD and must be in writing. The Union agrees to provide three (3) days' advance notice.

Section 6. 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 the 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 7. 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 8. Employer Provision of Information

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

A. Every three (3) months**,** a list of all new employees, date of employment, and classification;

B. Every six (6) months**,** a list of all employees who have been terminated;

C. Every six (6) months**,** a list of all employees who have been transferred;

D. Every six (6) months**,** a list of all employees who have changed their classification including both titles and the effective date;

E. A list of all employees who withdraw checkoff authorizations under ARTICLE 3, Sections 2 and 3 within two (2) months of such withdrawal;

F. A list of employees in each department/agency by title listed within each title in order of date of employment. Such lists shall be updated every six (6) months.

Where the Employer has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

Representatives of all interested parties shall meet to discuss the revision and updating of the retrieval of information to coordinate with current computer capabilities.

Section 9. Orientation

Where the Department/Agency provides an orientation program for new employees, 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 employees.

The Union and Management agree that a Training Lieutenant will be present at the Union orientation provided that said Lieutenant is a member in good standing in the Union. At no time will the hour afforded the Union be observed by non-Union employees.

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, age, mental or physical handicap, or union activity.

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, promotion 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 State-wide Labor/Management Committee established pursuant to ARTICLE 26 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.

Section 4.

The Employer and the Union acknowledge that sexual harassment may be 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
Work Week and Work Schedule

Section 1. Scheduled Hours, Work Week, Work Day

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 hours (40.0) 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 (40.0) hours excluding meal periods in the past shall have a forty (40.0) hour work- week.

The regular hours of work for full-time Correction Officers I, II & III, Correction Officer Chefs, and Correction Officer Head Cooks shall be forty-one and one quarter (41.25) hours per week excluding meal periods.

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, whenever practicable, 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 workweek 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.

Section 2. Overtime

A. An employee shall be compensated at a rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40.0) hours per week.

B. An employee whose regular workweek is less than forty (40.0) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40.0) hours per week that is in excess of his/her regular workweek.

C. An employee whose regular workweek is forty (40.0) 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 (8.0) hours in his/her regular workday except that an employee whose regular workday is more than eight (8.0) 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 workday. However, an employee who is "not on payroll" (NOP) will not be eligible for premium overtime until he/she has accrued forty (40) hours of work and/or paid benefit time. This restriction shall not apply to any unpaid hours for approved union business leave.

An employee whose regular workweek is forty-one and one quarter (41.25) 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 and one quarter (8.25) hours in his/her regular workday except that an employee whose regular workday is more than eight and one quarter (8.25) 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 workday. However, an employee who is "not on payroll" (NOP) will not be eligible for premium overtime until he/she has accrued forty-one and one quarter (41.25) hours of work and/or paid benefit time. This restriction shall not apply to any unpaid hours for approved union business leave.

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 Personnel Administrator.

D. All time for which an employee is on full pay status such as sick leave, vacation, paid education leave, and paid union leave shall be considered time worked for the purpose of calculating overtime compensation.

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 (90.0) 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/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 send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.

H. (i)

On January 1 and July 1 of each calendar year, the Employer shall post a notice at each institution soliciting volunteers to perform available overtime. The notice shall remain posted for ten (10) days and shall contain sufficient space for employees to sign their name, seniority date, (as defined in Article 14 Section 6 of this Agreement), and both the shift(s) and the days they are signifying a willingness to work overtime. Employees who wish to volunteer for overtime must sign the notice during the posting period unless precluded from doing so due to illness, injury or other approved leave. At the conclusion of the posting period, a list shall be constructed for each day and shift reflecting, in order of seniority, the names of employees who have agreed to work overtime. All voluntary overtime shall be assigned in seniority order to the employees on said lists established for that sign-up period. An employee who refuses to accept a voluntary overtime assignment on three separate consecutive occasions shall be placed on the bottom of the list. Refusal of a fourth consecutive offer of overtime shall result in removal of the employee's name from the list for the remainder of the sign-up period. A refusal shall be defined as verbally refusing an overtime assignment.

Nothing in this Section shall prohibit employees from volunteering for overtime and having their names placed on the list after the ten (10) day posting period has elapsed, provided however, that their names shall be placed at the bottom of the list regardless of their seniority dates.

To ensure that overtime is equitably distributed, an employee who has worked an overtime shift of four (4) or more consecutive hours shall be placed at the bottom of all overtime lists on which his/her name appears.

Employees designated as “Superintendent Picks” pursuant to Article 14, Section 6 may be assigned to overtime work consistent with the scope of their superintendent pick duties, without the use of the voluntary overtime list provided for in this section.

(ii)

If the voluntary overtime list described in Section (i) is exhausted and overtime remains available, the administration shall solicit volunteers from among the employees on duty, in seniority order.

(iii)

If the voluntary overtime list described in Section (i) is exhausted and overtime remains available despite compliance with Section (ii), the administration may assign from among the employees then on duty if the overtime assignment is of a mandatory nature. Employees shall be assigned for such mandatory overtime only in inverse seniority order, provided however, that no employee shall be forced to work back to back overtime on consecutive days, and provided further that, employees scheduled to begin a pre-approved vacation, leave day(s), or a regularly scheduled day off may not be

assigned for involuntary overtime at the conclusion of their shift immediately preceding such vacation, leave day(s) or day off. This Section shall not preclude the administration from assigning any employee for overtime work in emergency situations.

(iv)

Each institution shall establish an overtime committee consisting of an equal number of members from both labor and management. This committee shall oversee the implementation of overtime at the institution and shall attempt to rectify any discrepancies or disagreements prior to the issuance of a grievance.

All overtime, voluntary or forced, shall be a matter of record. All records pertaining to overtime, including the postings, lists, and other records generated as a result of this Article, shall be made available to the Union upon request and shall be maintained by the personnel department of each institution. The overtime committee shall help devise the necessary forms to facilitate record keeping.

(v)

Positions which require specialized skills shall not be subject to the provisions of this Article. Such specialized skill positions shall be defined at each facility through labor/management meeting(s) between the Superintendent and the Union. Examples of such specialized skills, shall include, unless not utilized at a particular institution, but not be limited to the following: I.P.S., Armorer, Locksmith, K-9, Disciplinary Officer, Assignment Officer, Property Officer, Health and Safety Officer, Investigator, S.R.T., T.R.T., and ACA Coordinator. The Labor/Management Committee may mutually agree to add or delete from this list.

Overtime assigned to any position listed above or mutually added by the Labor/Management committee at the institution shall be credited to the employee for the purpose of computing the distribution of voluntary overtime and such employee shall be subject to involuntary overtime to the same extent and the same manner as all other Bargaining Unit employees.

(vi)

An employee who has called in sick for his/ her regularly scheduled shift shall not be eligible to work overtime that day.

(vii)

Overtime assigned for training purposes shall not be subject to the assignment procedures contained in this Article.

(viii)

If the need for the hiring of overtime occurs less than one (1) hour before the shift is scheduled to start the employee(s) on the list who are working shall be polled in seniority order to work the needed overtime pending the arrival of the employee contacted under Section 1.

(ix)

In the event that an error is made in the assignment of overtime the department shall equalize said overtime at the earliest opportunity by offering the next scheduled shift that the employee has indicated as available to work.

I. Notwithstanding the provisions for premium pay for overtime worked in this Article, employees assigned to the Department's Stress Unit shall receive compensatory time at a rate not less than one and one half hours for work performed in excess of forty (40) hours per work week. Such compensatory time, to the extent practicable, should be used within the same work period that the corresponding extra hours were worked, but must be taken within sixty (60) days of the earning of the compensatory time. The use of such compensatory time shall be allowed in a manner that avoids the undue disruption of the operation of the Department.

Such compensatory time shall not be accumulated in excess of ninety (90) hours.

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.

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 work place 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. Employees in Bargaining Unit 4 rendering service on a second or third shift as hereinafter defined shall receive a shift differential of $.50 cents per hour for each hour worked. Effective the first full pay period in July of 2016, said shift differential shall be $1.00 per hour. Effective the first full pay period in July of 2017, said shift differential shall be $1.25 per hour.

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 work day 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. 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 ten (10) dollars 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 of standby duty to perform work, such employee shall receive, in addition to his/her stand-by pay, an additional pay for all hours worked on an overtime basis in accordance with Section 2 (overtime) and Section 5 (call back) 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. Paid Details

The parties shall establish a Labor-Management Committee to study the feasibility of implementing a policy of paid details for employees covered by this Agreement.

Section 9. Roll Call Period

Effective July 1, 1998, all employees in the titles Correction Officer I, Correction Officer II, Correction Officer III shall be required to attend daily roll-call which shall commence ten (10) minutes before the start of their regular shift.

The roll call period shall be counted as time worked for compensation purposes.

Section 10. Holiday Differential

Effective the first full pay period in July of 2016, employees rendering service on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall receive a holiday differential of seventy-five cents ($0.75) for each hour worked in addition to any other applicable differentials.

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 bi-weekly pay period of employment:

Scheduled Hours Bi-Week	Sick Leave Accrued
75.0	4.326975 Hours
80.0	4.61544 Hours

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

B. A regular part-time employee shall accumulate 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 or 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 purposes of:

   a. caring for the spouse, child, or parent of either the employee or his/her spouse or a relative living in the immediate household who is seriously ill; or

   b. parental leave due to the birth, adoption or placement of a child in foster care, to be concluded within twelve (12) months of the date of the birth, adoption or placement of a child in foster care. 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 7.A.7 below;

   c. Where an eligible employee and his/her spouse are both employees of the Commonwealth, they may be jointly granted a total of not more than the sixty (60) days of accrued sick leave as set forth above for parental leave purposes or for the care of a seriously ill parent. Such requests will not be unreasonably denied.

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 shall be entitled to 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 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; and

6. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnoses of an existing medical or dental condition.

D. A full-time employee shall not accrue full sick leave credit for any bi-weekly pay period in which he/she was on leave without pay or absent without pay. Instead the employee shall earn sick leave credits based on the hours paid within the bi-weekly pay period.

E. Upon return to work following a sick leave in excess of five 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 fifteen mintues, 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 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 years or more shall receive prior sick leave credits, if approved by the Personnel Administrator, 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 Worker's Compensation benefits.

I. A regular part-time employee shall not accrue full sick leave credit for any bi-weekly pay period in which he/she was on leave without pay. Instead the employee shall earn sick leave credits based on the hours paid within the bi-weekly pay period.

J. Notification of absences under this Article must be given to the designated representative of the Appointing Authority as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Appointing Authority, be applied to absence without pay.

K. An employee with forty-eight (48) hours of sick leave during the calendar year shall provide satisfactory medical evidence (as contained in the Department’s Illness

Certification Form) for each absence thereafter for the remainder of the calendar year. For the purpose of this section, an absence is defined as using sick leave for any portion of an employee's scheduled shift. An employee shall not be required to provide medical evidence until the employee has used 48 hours of sick leave unless the Appointing Authority has probable cause to believe that sick leave is being abused.

The following situations shall not be counted towards the first 48 hours of sick leave: 1) the hospitalization of the employee, the hospitalization of the employee's spouse, the hospitalization of the employee's child or spouse's child, or the hospitalization of the parent of the employee or parent of the employee's spouse for a catastrophic illness; 2) the recovery time needed by the employee, not more than 10 consecutive work days, immediately following a hospital stay of two (2) or more days whereby the employee is deemed incapacitated by his/her physician; 3) sick leave used in conjunction with an approved industrial accident leave. Hospitalization is defined as admittance to a hospital for at least two consecutive nights.

The Department's Illness Certification Form must be completely and accurately filled out to be on an authorized leave. Failure to provide such medical evidence within seven (7) days of its request or upon the employee's return to work may result, at the discretion of the Appointing Authority, in denial of the sick leave for the day(s) involved, and/or disciplinary action.

All medical information submitted or gathered under this Section shall be kept in a secure and confidential manner so as to respect employees' rights to privacy.

L. 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.

M. Employees whose service to 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 Personnel Administrator 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.

N. 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.

O. 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.

P. The parties recognize that absenteeism and overutilization 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 overutilization of sick leave and absenteeism.

Q. 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.

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

Section 2. **Paid Personal Leave**

A. During the first full pay period in each January, full-time employees on the payroll as of January 13, 2013 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	37.50 hours
40.0 hours per week	40.00 hours

During the first full pay period in each January, full-time employees hired after January 13, 2013 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 who have not been credited with personal leave during said year will be credited with personal leave in accordance with the following schedule:

Date Of Hire Or Promotion Into Unit	**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 the last Saturday prior to the first full pay period in January will be forfeited by the employee. Personal leave for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of two (2) hours and may be used in conjunction with vacation leave.

B. Nothing in this section shall be construed as giving more than three (3) personal days (to employees hired after January 13, 2013) in a given year, or more than five (5) personal days (to employees on the payroll as of January 13, 2013) in a given year. Any employee covered by this Agreement, who has been prevented from utilizing any of the allowable three (3) days or five (5) days personal leave per year due to the operational needs of the Department of Correction and where such personal leave time was denied by an authorized agent of the Department after October 1st of the year in question but by the last Saturday prior to the first full pay period in January shall be allowed to either cash in the personal leave days not taken during the current year or carry them into the next calendar year. Under no circumstances may more than three (3) personal days (for employees hired after January 13, 2013) or five (5) personal days (for employees on the payroll as of January 13, 2013) be carried over in a given calendar year and any personal leave carried over must be used during the calendar year into which it is carried over or it will be forfeited

Section 3. 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 death.

B. Upon evidence satisfactory to the Appointing Authority of the death of a foster child, step child, parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, parent or child of spouse or person living in the household, an employee shall be entitled to a maximum of four (4) 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.

C. Upon evidence satisfactory to the Appointing Authority, an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the employee's brother-in-law, sister-in-law, grandparent-in-law, or grandchild-in-law.

In cases where a death occurs out-of-state and/or the employee does not receive timely notification thereof he/she may apply to the appropriate supervisor outside the Bargaining Unit for approval of an alternative arrangement under which to take the leave. Requests for such alternative arrangement shall not be unreasonably denied.

Section 4. 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 (2) hours, for the sole purpose of voting in the election.

Section 5. 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 the presentation of the appropriate summons to the Appointing Authority by the employee. Any employee having been summoned for jury duty shall not be required to work beyond 11:00 p.m. on the day preceding the first day of juror service. In addition, an employee shall not be required to work a night shift during the term of juror service. In no event shall an employee be entitled to leave with pay for more shifts than days of jury service rendered.

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 paid 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 effect 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 6. Military Leave

A. 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 C. 33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days 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 under Section 59 of C. 33 of the General Laws, as amended.

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 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 the Acts 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 first, nineteen hundred and forty, 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. An employee who is a member of the armed forces of the Commonwealth or who is a member of a reserve component of the armed forces of the United States, and whose service requires attendance at regularly scheduled drills may upon his/her request and with reasonable advance notice to his/her Appointing Authority request his/her work schedule to be adjusted to accommodate such military obligation or may be granted use of available personal leave or vacation leave. All such schedule changes and/or leave time granted shall be in accordance with the operational needs of the Department.

Section 7. Family and Medical Leave

A. Family Leave

1. An Appointing Authority shall grant to a full-time or part-time employee who has completed his/her probationary period, or if there is no such probationary period, has been employed for at least three (3) 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 in foster care, as long as the leave concludes within fifty-two (52) weeks following the birth, adoption, or placement of the child in foster care.

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 back fill 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 or 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 for only 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 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, or placement of a child, 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. Where an eligible full-time or part-time employee and his/her eligible spouse are both employees of the Commonwealth, they shall jointly be entitled to a combined total of not more than ten (10) days paid under the provisions of this Section.

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. 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.

   The employee shall utilize the medical certification recommended by the Department of Labor (29 C.F.R. Section 825.306(b)), when requesting medical leave or when requested to provide such medical evidence by the Appointing Authority. (See DOL Form WH-380-E and DOL Form WH-380-F)

   If thirty (30) days' notice is not possible, the employee shall give notice as soon as practicable. Under FMLA law, the Appointing Authority 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.

3. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious health condition and is dependent upon the employee for care, or for a serious health condition which prevents the employee from being able to perform the functions of his/her position.

   Effective January 1, 2016 employees who are on intermittent FMLA, or for new requests, must provide satisfactory medical documentation to support an

intermittent FMLA, and may utilize up to 60 days of their FMLA allotment provided for in Section 8(B)(1) for intermittent absences.

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.

Such modified work schedules may include full time continuous leave, a change in job responsibilities, an alternative work option or a continuation of the intermittent leave beyond the sixty (60) days if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed within the previous 52 week period.

At the expiration of the intermittent medical leave, modified work schedule, or job assignment that was agreed upon, the employee shall be returned to the same or equivalent position with the same status, pay and length or service credit as of the date of his/her leave.

In the event that no alternative is agreed upon and if the employer believes that operations are being unduly disrupted, the employer will give written notice to the Union and employee of the intent to terminate the intermittent leave.

In such an event, no employee who then requests full time continuous leave and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying illness. Such leaves will be limited to the remainder of the 26 weeks of available FMLA leave.

The Appointing Authority shall maintain the ability to transfer an employee to an alternative position with no reduction of pay or benefits in order to avoid disruption of operations so long as the transfer is reasonable and not meant to discourage the use of intermittent leave. Wherever practicable an employee who transfers pursuant to this paragraph shall be given 10 days' notice of such transfer.

In the event that the employer gives notice of its intent to terminate the intermittent leave, and the affected employee does not wish to access any remaining full-time leave benefits as described above, the Union may request expedited impartial review by an arbitrator to determine whether the Agency has made a reasonable attempt to accommodate the need of the employee's intermittent leave beyond the sixty (60) days and whether or not the leave unduly disrupts operations. Said review must be requested within 10 calendar days of the notification that the leave will be terminated. The status quo ante shall be preserved pending the decision of the arbitrator, unless the proceedings are unreasonably delayed due to the part of the Union or the Employee.

The parties shall meet upon execution of the agreement to establish the review/arbitration process noted above. Such proceedings shall be informal in

accordance with the rules to be agreed upon by the parties. The parties shall develop a form to be used as notice to the Union and employee of the intent to terminate intermittent leave.

4. 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.

5. At the expiration of this medical leave, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credits 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.

6. 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.

7. 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.

Section 8. 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, stepchild, sister or brother living in the same household.

B. Ten (10) days of non-FMLA family leave may be taken in not less than one-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 9. 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 10.

For the purposes of ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, the term "day" in 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.

Section 11. Adoptive Assistance Program

The parties agree that employees covered by the provisions of this Agreement shall be eligible to participate in the Adoptive Assistance Program as such is maintained and operated by the Human Resources Division.

Section 12. 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 or his/her child(ren) or for attending to necessary legal proceedings or activities in instances where the employee or his/her child(ren) is a victim of domestic abuse and where the employee is not the perpetrator. Said fifteen (15) paid days are in addition to any other paid leave which the employee may accrue under the provisions of this Agreement.

ARTICLE 9
Vacation

Section 1.

The vacation year shall be the period from July 1 to June 30th, 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 the month as follows:

Length of Continuous Full-Time "Creditable Service"	Scheduled Hours Per Week	Vacation Hours Credit Accrued
Less than four and one-half years	37.5	6.250
	40.0	6.667
Four and one-half years, but less than nine and one-half years	37.5	9.375
	40.0	10.000
Nine and one-half years, but less than nineteen and one-half years	37.5	12.500
	40.0	13.333
Nineteen and one-half years or more	37.5	15.625
	40.0	16.667

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 years or more in such service as referred to in Section 14 of this Article. In computing an employee's vacation status all "creditable service" from the first working day in the state agency where rendered and ending on June 30 shall constitute the "creditable service" which shall be used to establish "vacation status" for the vacation year immediately following said June 30th.

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 workdays 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
- family leave
- military leave
- educational leave
- civic duty leave,

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

Section 4.

Vacation leave earned during any month shall be credited on the last day of the month. The use of vacation leave shall continue to be governed by existing practice and by the provisions of Section 8 of this Article except that employees will have forty (40) hours of vacation time that will not be subject to "pre-picking" (all hours in excess of forty ((40)), however, will be subject to pre-picking). An employee with five (5) weeks of vacation accrual will have eighty (80) hours of vacation time that will not be subject to pre-picking. A temporary employee whose services are terminated on the last day of the fiscal year shall be credited with earned vacation and shall be paid therefore at the time of termination.

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
- family leave
- military leave
- educational leave
- civic duty 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 within Bargaining Unit 4. All employees in Bargaining Unit 4 as of January 1, 1992, shall be grandfathered.

The department head is charged with the responsibility of seeing that vacation is taken in the succeeding year in order that the employee does not lose vacation credits. Each employee shall receive annually on or before April 1, as of March 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 April 30 for dissemination to each employee.

In no event shall vacation leave credit be carried over for more than one (1) succeeding vacation year.

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.

Charges to vacation leave credit may be allowed in units of one-half (1/2) days. All vacation hours not pre-picked may be taken in increments of two (2) hours.

Section 11.

Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which was credited but not used by the employee in the vacation year prior to the employee's death, and in addition, the vacation leave earned in the vacation year during which the employee died, up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made.

The Personnel Administrator 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 employee's retirement system, and

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

Section 12.

Employees who are eligible for vacation under these rules, whose services are terminated by lay off, by retirement, or by entrance into the armed services, shall be paid an amount equal to the vacation leave which was credited but not used by the employee in the vacation year prior to such termination, and in addition that portion of the vacation leave earned in the vacation year during which such termination occurred, up to the time of separation; provided, that no monetary or other allowance had already been made therefor.

Section 13.

Employees who are eligible for vacation under this Agreement, whose services terminated other than as provided in Sections 11 and 12, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to such termination which had not been used; provided that no monetary or other allowance has already been made therefor.

Section 14.

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 as their actual service for the same vacation year, after reinstatement or reemployment, bears to a complete vacation year. No credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Personnel Administrator 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 Workmen's Compensation benefits.

Section 15.

Any employee who resigned or was granted a leave of absence to enter service in the armed forces of the United States, under the provisions of Chapter 708 Acts of 1941 as amended and who, upon honorable discharge from such service in said armed forces, has returned or returns to the service of the Commonwealth, shall be paid an amount equal to the vacation allowance as earned in the vacation year prior to his/her entry into such service in said armed forces which had not been granted prior to military leave and, in addition, that portion of the vacation allowance earned in the vacation year during which he/she entered such service, up to the time

of military leave; provided, that no monetary or other allowance has already been made therefore.

Section 16.

Employees who are reinstated after military leave as referred to in Section 15 may be granted one (1) full year vacation leave for the year in which they returned or return; provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. If an insufficient period of time remains in that vacation year to permit the granting of a full year's vacation leave, the entire period remaining may be so used. Neither the above usage, nor absence due to military leave shall, in any way, affect vacation credits earned by such employees in the vacation year in which they return from military service.

Section 17.

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

Section 18.

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 19.

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 June 30th of the year in which such vacation credits would be lost if not taken.

ARTICLE 10
Holidays

Section 1.

The following days shall be holidays for employees

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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 an 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, if the employee's usual work week is five (5) or more days, he/she, at the option of the Employer shall receive pay for one (1) day at his/her regular rate or one 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.

An employee required to work on a holiday shall receive a compensatory 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 the holiday worked.

Section 6.

An employee who is on leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday on which the employee is scheduled to be off shall not receive holiday pay or a compensatory day off for that holiday.

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 employee may be appealed up to Step III of the grievance procedure if the Union feels that said denial was arbitrary or capricious.

Section 7.

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

ARTICLE 11
Employee Expenses

Section 1.

A. When an employee is authorized to use his/her personal automobile related to his/her employment he/she shall be reimbursed at the rate of forty ($.40) cents per mile. This rate of reimbursement is intended to cover the costs of garages, parking, tolls and other charges.

Mileage shall be determined by the odometer reading of the motor vehicle, but may be subject to review for reasonableness by the Appointing Authority who shall use the Milo Mileage Guidebook as a guide.

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 Personnel Administrator 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.

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:

Meals	Maximum Allowance	Applicable Period
Breakfast	$2.50	3:01 to 9:00 A.M.
Lunch	$4.00	9:01 to 3:00 P.M.
Supper	$7.00	3:01 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 6:00 a.m., for lunch if such assignment ends before noon or for supper if such assignment ends before 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 6:00 a.m., for lunch if such an assignment ends before noon or for supper if such assignment ends before 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.

Meals	Applicable Period	Maximum Allowance
Breakfast	3:01 a.m. to 9:00 a.m.	$2.00
Lunch	9:01 a.m. to 3:00 p.m.	$3.00
Dinner	3:01 p.m. to 9:00 p.m.	$5.00
Midnight/Snack	9:01 p.m. to 3:00 a.m.	$2.00

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 (24) hour period. After completion of one or more such consecutive twenty-four (24) hour periods, if such an employee continues on full travel status for at least an additional six hours but less than additional twenty-four (24) hours, that employee shall be entitled to receive the payment of $15.00 for such final period of full travel status.

ARTICLE 11A
Clothing Allowance

Effective July 1, 1992, an annual cash payment of $350.00 shall be made to all Unit 4 employees. Effective July 1, 1996, an annual cash payment of $500.00 shall be made to all Unit 4 employees. Effective July 1, 1997, an annual cash payment of $700.00 shall be made to all Unit 4 employees. Effective July 1, 1998, said annual cash payment shall be increased to $725.00. Effective July 1, 1999, said annual cash payment shall be increased to $750.00. Effective the first full pay period in July 2017, the annual cash payment shall be increased from $750.00 to $800.00. All such employees shall be provided a uniform and the cash payment shall be for the purpose of cleaning their work attire. The Department shall continue the practice of giving each new employee a new issue of clothing (current issue) and of replacing torn or worn out prior issues.

All Unit 4 employees are expected to keep their attire in a neat, clean and professional manner at all times while representing the Department of Correction.

ARTICLE 12
Salary Rates

Section 1.

The following shall apply to full-time employees:

A. Effective the first full pay period in July of 2015, salary rates shall be increased by two percent (2%).

B. Effective the first full pay period in July of 2016, salary rates shall be increased by three and three quarters percent (3.75%).

C. Effective the first full pay period in July of 2017, salary rates shall be increased by three and three quarters percent (3.75%).

D. Effective July 1, 1998, Transition Career Award Payments shall be made as follows:

Years of Service	Weekly Payment
5	$ 7.00
10	$10.00
15	$14.00
20	$17.00
25	$20.00

Such payments shall be made weekly, however, such payments shall not be included in base pay for the purposes of computing sick pay, personal day pay, holiday pay and vacation pay and shall be considered as regular compensation for pension purposes.

Section 2.

The salary rate for employees hired, reinstated or re-employed on or after January 1, 1995 shall be Step 1 for the job group on his/her position except in cases where a new employee is hired by a Department/Agency at a salary rate, approved by the Personnel Administrator, above Step 1.

Section 3.

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.

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 4.

Whenever an employee receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:

1. determine the employee's salary rate at his/her current job group;
2. add to this figure the "promotion factor" of the higher job group (the one to which he/she is being promoted);
3. compare the resultant sum to the 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 which at least equals the resultant sum.

Section 5.

A. Salary rates of full-time employees are set forth in Appendix A of this Agreement which are attached hereto and are hereby made a part of this agreement.

B. The salary rates set forth in said Appendix A shall remain in effect during the term of this Agreement. Any subsequent salary rates which may be negotiated under the re-opener clauses in this Agreement shall be reflected with additional appendices to be attached hereto and made a part of this Agreement.

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

Section 6.

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 7.

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 4 of this Article.

C. 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 higher 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 years of service in the equivalent of the new job grade or higher job grade, 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 greater than the average salary received by the employee for the preceding six (6) months.

Section 8.

Effective July 1, 1999, 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 July 1, 1999, or on such later date as may be determined by the Employer, salary payments shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

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 Employer and the Union recognize that the escalating cost of group health insurance is a matter of mutual concern.

Therefore, the parties agree to establish a joint Labor-Management Committee on Health Care Cost Containment comprised of four (4) representatives designated by the Employer and four (4) representatives designated by the Union. Said Committee shall meet within thirty (30) days after the signing of this Agreement and no less than twice per month. The Committee on Health Care Cost Containment shall consider such issues as it deems appropriate for the purpose of reducing the rate of increase of the cost of group health insurance. The Committee shall also explore the feasibility and advisability of alternative approaches to the provision and administration of group health insurance.

A report on the Committee's findings, together with any proposed legislation, shall be filed with the Secretary for Administration and Finance with a copy to the Executive Director of the

Group Insurance Commission no later than one (1) year from the date that this Agreement becomes binding.

ARTICLE 13A
Health and Welfare

Section 1. Creation of Trust Agreement

The parties have established a Health and Welfare Fund under an Agreement and Declaration of Trust as drafted by the parties 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 2013, the Employer agrees to contribute on behalf of each full-time employee $13.00 per week. Effective the first pay period in January 2015, the Employer agrees to contribute on behalf of each full-time employee $13.50 per week. Effective the first pay period in June 2015, the Employer agrees to contribute on behalf of each full-time employee $14.00 per week.

   Effective the first full pay period in July of 2016, a payment in the amount of $175,000 will be made to the Health and Welfare Fund. The purpose of this payment is for the Fund to develop programs to enhance personal health and wellness. These programs shall include, but not limited to: tuberculosis testing; stress reduction; wellness; physical fitness; counseling; nutrition, and for programs under Article 21.

B. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and 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.

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 Regents 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 September 1, 1998, 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) requires 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

Section 1.

The Employer and the Union acknowledge that dependent care issues are of major concern to both parties. In order to address these issues there shall be a joint Labor-Management

Committee comprised of four (4) members designated by the Employer and four (4) members designated by the Union. The Committee shall meet on a monthly basis and shall consider issues relating to dependent care.

Section 2.

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. **Definitions and Applicability**

A promotion shall mean an advancement to a higher salary grade within the Department of Correction.

This Article is applicable to all promotions except those reasonably anticipated to be for less than one (1) year and its application in all cases is restricted to employees who possess the educational training, and/or experience requirements established by the Personnel Administrator for appointment to the relevant position. This Article shall apply when promoting full-time employees to positions other than positions to be filled by appointments from a Civil Service eligible list. The provisions of this Article herein are not intended to supplant applicable Civil Service Law, but are intended to provide the Department with applicable procedures to fill positions and to make reassignments and transfers when Civil Service procedures are not applicable.

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 (1) 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.

Section 2. Procedure

A. Eligibility Criteria

1. The Appointing Authority may reasonably determine the positions in which employees must be employed and/or the experience and educational prerequisites for hiring or promotion.

2. In positions where licenses and/or registrations are required in the job specification or by a state approving agency, an applicant must possess the adequate license or certificate of adequate registration on the date the application is made.

B. Selection Criteria

1. Nothing in this Article shall preclude an Appointing Authority from hiring outside applicants.

3. The Appointing Authority will use the following criteria in selecting from the candidates who are presently employees covered by the Agreement in priority order listing, that is, if two (2) or more employee applicants have equal ability to do the job, the Appointing Authority will next compare the work histories, and so forth:

(a) Ability to do the job, (applicant must possess any and all licenses or registration required in job specification at time of application);

(b) Work history, including attendance record;

(c) Experience in related work;

(d) Education and training directly related to the duties of the vacancy;

(e) In the event that two (2) or more applicants are considered approximately equal in accordance with the foregoing factors and one or more of the applicants are current employees, then seniority as measured by length of service within the Appointing Authority, prorated for time off the payroll greater than thirty (30) days, shall be the decisive factor.

C. Posting

1. Posting shall be made Department-wide for no fewer than ten (10) calendar days. The Union shall be furnished a copy of all such postings.

2. For promotions made pursuant to this Article, the Appointing Authority shall post promotional opportunities Department-wide.

3. 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.

4. Unsuccessful applicants for the posted vacancies shall receive a Notice of Non-Selection form, stating the reason(s) for non-selection in accordance with the criteria contained in Sections 2A and 2B of this Article.

D. Promotional Probationary Periods

1. An employee promoted in accordance with this Article shall serve a probationary period of nine (9) months.

2. All promotions made pursuant to this Article or resulting from a promotion pursuant to this Article shall be contingent on successful completion of the probationary period.

3. Only time actually worked with full job duties of the new position shall be counted toward fulfillment of the probationary period.

4. If an employee's performance is determined to be unsatisfactory during the probationary period said employee shall be returned to a vacant, fillable position in the job title from which he/she was promoted.

   (a) The employee displaced by such return shall be returned to his/her former job title. Where more than one (1) position in the back filled job title was filled pursuant to this Article, the employee last selected to back fill shall be the one displaced.

   (b) In the event that no position in the former job title is available when the employee is to be returned, the employee shall be given his/her rights in accordance with Article 18 of this Agreement.

5. As close to the mid-point of the above designated probationary period as possible, the supervisor of the promoted employee shall meet with the employee to discuss his or her performance in the new position.

6. At any time during the probationary period where said promotion was made within the same Appointing Authority, at the employee's request, he/she shall be returned to a position in the job title from which he/she was promoted.

7. If any employee is returned to his/her former position, voluntarily or involuntarily or demoted due to poor performance, within the Appointing Authority said employee will not be eligible to apply for promotion pursuant to this Article for a period of nine (9) months.

Section 3. Grievability of Promotions

1. The selection between employees is grievable only upon an allegation that the Employer did not follow the procedure as indicated in Section 2 or upon an allegation that the selection was arbitrary and capricious.

2. The selection of an outside candidate is grievable through Step III of the grievance procedure only upon an allegation that the selected candidate did not meet the minimum entrance requirements established by the Personnel Administrator pursuant to Civil Service Law.

3. Remedial jurisdiction of the arbitrator shall be limited to ordering a reposting and redetermination from among new applicants.

4. The evaluation and/or the return of an employee to a position in his/her former title during the probationary period is not grievable.

Section 4. Transfer/Reassignment

A. Involuntary transfers may be made in accordance with Departmental needs for the good of the Department. However, involuntary transfers will not be made for the purpose of harassing employees. No transfer or reassignment shall impose unreasonable hardship on the affected employee as determined by Civil Service Law.

B. Except in cases of staffing shortage or emergency, when the employer desires to transfer/reassign employees due to operational needs, the employer may directly contact employees to solicit volunteers from among the group of potentially affected employees, and may select from among volunteers.

C. The employer shall, whenever practicable, give an employee who is being transferred or reassigned ten (10) working days written notice.

Section 5.

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

Section 6.

I. In Bargaining Unit 4, seniority for purposes of job pick, transfers, shift and days off selection, where applicable in this Article, shall be defined as length of service in grade and classification within the Department of Correction. Those employees who are permanent in grade and classification will pick before others.

In the event that two (2) or more employees have the same seniority date the tie-breaker will be the higher Civil Service score. In the absence of a Civil Service score, the tie-

breaker will be time in the lower grade where applicable. In the absence of a Civil Service score or time in a lower grade, the training academy mark will be used as a tie-breaker.

Excluding the Prison Camps, broken provisional time occurring prior to April 1, 1980, shall not be applied as seniority in that grade and classification but rather the time shall be applied to the employee's seniority in the next lower grade.

II.

A. At M.C.I. Concord (excluding Northeastern Correctional Center), seniority as defined above, shall be used for the purpose of position assignment, shift and days off in the title of Correction Officer I, Correction Officer II and Correction Officer III. A job pick will be held at least once within an eighteen (18) month period from the signing date of the Agreement and shall continue therein based on this time frame. Whenever a vacancy occurs, in a position to be filled by an employee in a title covered by this section said vacancy shall be filled by seniority as defined above in Section I. The vacancy shall be posted in a conspicuous place for ten (10) days, listing job title, shift and days off.

B. At M.C.I. Walpole, whenever a vacancy occurs in a position to be filled by an employee in the title of Correction Officer I, Correction Officer II, Correction Officer III, said vacancy shall be filled by seniority as defined above in the following manner:

1. The vacancy shall be posted in a conspicuous place for ten (10) days listing job title, shift and days off.

2. Only employees already on that shift shall be permitted to bid for that job vacancy.

3. When an Officer has bid on a job and is placed on the job, his/her position shall be conditional for thirty (30) days and he/she may be removed by the Superintendent for valid reason(s), and said valid reason(s) shall be made known to the Officer and/or the Union President or his designee in writing.

4. Following the above procedure, shift vacancies shall be posted and awarded in accordance with Section I and Section II B.

C. The rotation of assignments of posts at NCCI as defined in the previous agreement shall be continued for the life of this Agreement. The time limitation for the post of Canine Officer shall be for a period of not less than two (2) years unless mutually agreed to by the Superintendent and the employee.

D. At the facilities listed above in Section II A, B and C, the Superintendent may select a list of positions with specific post descriptions as "Superintendent-Pick positions". The list of Superintendent Picks at each Departmental Institution shall be determined in the following manner for the life of this Agreement: the number of picks allowed per Institution shall be the number of Superintendent’s Pick positions at each Institution as

of May 5, 1998. Such set numbers shall be subject to change, based on 7% of filled positions, if any expansion which results in the assignment of additional staff occurs at any Institution during the life of this Agreement. A listing of facilities and corresponding total number of Superintendent Pick positions extant on May 5, 1998, is included in "Attachment C" of this Agreement.

Appointment Authority for these positions shall lie solely with the Superintendent. Each facility will have a least one (1) "Superintendent Pick" position. Any fraction of a number equal to 0.5 or less will be rounded off to the lower whole number and any fraction of a number greater than 0.5 will be rounded off to the higher whole number.

E. It is understood and mutually agreed upon by the parties that at MCI Norfolk management shall continue to list in its posting in the House Officer Division, which includes Modular Housing, the Unit, shift and days off.

If however, management reasonably determines that an Officer is not suited for the position, they shall inform the Officer in writing of the reason for his/her removal. Management shall also inform the Union or President of the Union.

III.

A. At all other facilities, including MCI Framingham and Prison Camps, seniority shall apply for shift and days off selection. Whenever a shift and/or days off vacancy occurs, such vacancy or vacancies shall be filled in the following manner:

1. The available vacancy shall be posted in a conspicuous place for ten (10) days.

2. The posting shall list the shift and days off available.

3. The vacancy shall be filled according to seniority as defined above in Section I.

The practice of cross-bidding at the Bridgewater Complex is hereby abolished and henceforth SECC and the Addiction Center shall bid as one facility. The current practice of cross-bidding at the State Hospital, Treatment Center and the Kitchen Warehouse is abolished in its entirety. The parties recognize that the current practice as to the Kitchen Warehouse allows only those individuals who meet the criteria for the posted position (i.e., must be a certified Cook with two (2) years of experience) to transfer to said position.

B. At the facilities covered by Section 6. III. A above, the Superintendent may select a list of positions with specific post descriptions as excluded from shift and days off bidding procedure. The list of Superintendent Picks at each Departmental Institution shall be determined in the following manner for the life of this Agreement: the number of picks allowed per Institution shall be the number of Superintendent Pick positions at each Institution as of May 5, 1998. Such set numbers shall be subject to change, based on 7% of filled positions, if any expansion which results in the assignment of additional staff occurs at any Institution during the life of this Agreement. A listing of facilities and corresponding total number of Superintendent Pick positions extant on May 5,

1998 is included in "Attachment C" of this Agreement. Appointment authority for these positions shall lie solely with the Superintendent. Each facility will have at least one (1) position excluded from the shift and days off bidding procedure. Any fraction of a number equal to 0.5 or less will be rounded off to the lower whole number and any fraction of a number greater than 0.5 will be rounded off to the higher whole number.

IV. In Sections 6. II. and 6. III. above, whenever a situation of back-filling may cause a disruptive situation, upon agreement between the Superintendent and Chief Steward of the Union, procedures to expedite the speedy filling of said vacancies may be implemented.

V. Employees requesting a permanent transfer in grade and classification from one facility to another facility, will be considered in order of seniority as defined in Section 6. I above.

Such requests shall be submitted to the Appointing Authority in writing. Whenever the most senior applicant is not granted the transfer, the Appointing Authority will explain to the most senior employee in writing the reason for selecting an employee with less seniority for the transfer. An employee transferring or reassigning from one (1) facility to another facility shall retain his/her seniority after one (1) year in the new facility.

Employees who transfer out of the Bargaining Unit within the Department of Correction shall not accumulate but shall retain previously earned seniority in the event they return to said Bargaining Unit.

ARTICLE 15
Contracting Out

Section 1.

There shall be a Special Labor-Management Committee to advise the Secretary for Administration and Finance on contracting out of personnel services. The Committee shall consist of four (4) persons designated by the President of the Union and four (4) persons designated by the Personnel Administrator. Said Committee shall develop and recommend to the Secretary for Administration and Finance 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. The Committee shall examine both cost effectiveness of such contracts and their impact on the career development of MCOFU members. 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 for Administration and Finance to promulgate rules and regulations covering contracting out of services pursuant to M.G.L. c. 29, section 29A.

Section 2.

In the event that the President of the Union desires to discuss the purchase of services which are of the type currently being provided by employees within a Department/Agency covered by this Agreement, the Union President shall request in writing a meeting of the Special Labor-Management Committee established in Section 1.

Section 3.

When a Department/Agency contracts out work which will result in the layoff of any 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.

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 appointment, provided such appointment is made pursuant to civil service law when applicable.

Section 3. Overtime Compensation

A. An employee who performs overtime work in a higher classification shall have overtime compensation computed at the first step-rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation unless it is higher than the maximum of the grade in which overtime is rendered, in which case he/she shall be paid at the maximum rate for the grade in which service is rendered.

ARTICLE 17
Classification and Re-Classification

Section 1. Class Specification

In consultation with the Union, the Human Resources Division shall determine:

1. Job Titles,
2. Relationship of one Classification to the others, and
3. 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. Employees 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 Personnel Administrator 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. Reclassification Committee

There shall be a Labor/Management Committee established to investigate instances of misclassification.

The Committee shall consist of two (2) persons from the Human Resources Division and up to two persons from the Union.

The Committee shall meet on an as needed basis and shall make such recommendations to the Human Resources Division as may be necessary to correct such perceived misclassifications.

Section 5. Job Specification Adjustments

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
Class Reallocations

Section 1.

Class reallocations may be requested by the Executive Board of the Union whenever they believe a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation request and other positions covered by this Agreement. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court for such class reallocation. If, however, the parties are unable to reach agreement the matter shall not be subject to the grievance procedure.

Section 2.

The Employer and the Union agree that the procedure provided in Section 1 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.

ARTICLE 18
Lay-off/Recall Procedure

Section 1.

A. In the event that the Department shall lay-off a non-civil service employee because of a reduction in force, the least senior employee in the title in the Department shall be laid off, with seniority defined as service in the Department. For the purpose of this Article the term non-civil service employee shall apply to all employees not appointed from a civil service list.

B. Employees to be laid off shall receive a minimum of five (5) days advance written notice except that employees on any previously approved leave shall receive a minimum of ten (10) days advance written notice. Time periods under this Section shall commence where notices are hand delivered or when they are mailed by certified or registered mail.

C. An employee may bump to a lower title within Bargaining Unit Four for which the employee is deemed qualified by the Department if there is an employee in such title(s) with less seniority. Whenever practicable, affected employees will have four (4) working days but in no event less than two (2) working days to exercise these rights from the time of notification. Such exercise of rights shall be in writing to the Appointing Authority. The Department may give those employees separated from service under this Article ten (10) working days' notice, but in no case shall affected employees receive less than five (5) days' notice.

Section 2.

A. In the event of a recall, the order of layoff and bumping described in Section 1 shall be reversed and employees shall be returned to the title from which they were laid-off or bumped in accordance with their seniority.

B. The Department shall maintain a recall roster from which laid-off employees will be recalled, to positions to be filled, in accordance with their seniority and their qualifications to perform the work.

C. A laid-off employee will remain on the recall roster 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 within seven (7) calendar days of the receipt of such recall offer shall be removed from the recall list and his/her recall rights shall terminate at that time.

Section 3.

Employees who are separated from employment as the result of the implementation of this Article and who are subsequently recalled to employment shall for the purposes of determining their salary upon recall be credited with their prior service and placed at the appropriate step on the salary schedule.

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 three (3) persons appointed by the Union and three (3) 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 of programs:

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

2. which may be specifically related to or coordinated for Bargaining Unit 4; 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.

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 Training and Career Ladders Committee shall be responsible for developing and coordinating training programs for Bargaining Unit 4 employees in the Department of Correction.

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 Training and Career Ladders Committee shall seek to utilize the knowledge, experience, and resources of independent experts in the development of 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 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. 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 ladder policies.

Section 7. 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 8. Funding

A. On July 1, 1999, the Employer shall establish a fund in the amount of $35.00 per full-time equivalent, and on July 1, 2000, shall add an equivalent amount to said fund per full-time equivalent on the payroll, to maintain the Statewide Training and Career Ladders Program.

B. The Fund provided herein shall be available for utilization first for HR/CMS related training. Any funds remaining after the completion of HR/CMS related training may be allocated to other training opportunities.

Section 9. In-Service Training

The training period for In-Service Training will commence at the beginning of the second week of September and will end June 30th. No training will be scheduled for the weeks containing Thanksgiving Day, Christmas Day or New Year's Day.

Employees shall select their In-Service Training week by seniority and in the same manner that vacation requests are selected. If the employee does not select a training week during the selection period, the Department will assign the employee to a vacant training period. Employees assigned to a training week by the Department will be notified at least ten (10) days in advance of the commencement of training. The Department, however, shall not involuntarily assign an employee to In-Service Training during the Commonwealth of Massachusetts' winter or spring school vacation weeks.

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 worksites where employees use video display terminals, the Division of Occupational Safety 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 (as determined by the appropriate state Agency or Department) of a communicable disease (e.g., Tuberculoses, Hepatitis B, etc.), the Employer shall forthwith make every reasonable effort to provide all employees coming into contact with the afflicted person(s) and/or environment, with appropriate training and advice.

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 manhole for any reason. When such gases are present, no employee shall be permitted to enter the manhole 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 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 a reasonable effort 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.

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.

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 Occupational 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 shall be given training in resident control.

Section 12.

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

Section 13.

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 work place and work environment and shall recommend changes as needed.

Section 14.

The Commonwealth and the Department will make every reasonable effort to comply with applicable statutes and regulations regarding the use of seatbelts by employees.

Section 15.

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.

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 16.

When the Commissioner of the Department of Correction, 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 17.

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.

Section 18. Tobacco Products

Effective January 1, 2001, the use or possession of tobacco products by employees is prohibited during the performance of their duties or while on the premises of any Department of Correction facility. This prohibition does not apply to the otherwise lawful possession or use of tobacco products in an employee’s personal motor vehicle or in the parking lot of a DOC facility.

The parties agree that between January 1, 2001 and December 31, 2001, no employee shall receive discipline in excess of a verbal warning for a good faith violation of this policy. This Section, however, does not modify the current smoking prohibition set forth in M.G.L. Chapter 32, Section 94.

ARTICLE 21
Employee Liability

Section 1.

An employee having custody of a patient or prisoner or rendering care or services to an individual 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/her 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 $5,000.00 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.

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 (3) people: the Departmental Commissioner or his/her designee, the President of Union or his/her designee, and one (1) other person selected by the other two (2). The panel shall evaluate the employee's claim for reimbursement and make a finding that either: (a) the employee is eligible for reimbursement as described in Sections 1 and 2; or that (b) the employee is not eligible.

A determination of eligibility must be the result of a unanimous vote of all three (3) panel members. Any non-unanimous vote must result in a finding of non-eligibility.

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 all 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 $5,000.00.

Section 7.

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

1. the relationships between M.G.L. c. 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; and

2. whether or not the Committee ought to recommend to the legislature that the "assault pay" provisions of M.G.L. c. 30, section 58 be expanded to include any other titles within Bargaining Unit 4.

ARTICLE 21A
Technological Change

The Commonwealth and the Union recognize that automation and technological change are integral components of the way all Departments and Agencies better meet the challenges of effectuating business practices which ensure that they more effectively and efficiently attain their missions.

The Commonwealth and the Union recognize that the Commonwealth's Human Resources/Compensation Management System (HR/CMS) is the most comprehensive review of business processes regarding payroll, personnel and other processes ever undertaken by the Commonwealth, replacing current systems such as PMIS and CAPS.

Therefore, the Commonwealth and the Union agree that HR/CMS shall become the cornerstone of the Commonwealth's payroll and personnel system.

To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g., the change from a weekly to a bi-weekly payroll system). The Commonwealth and the Union will establish a Special Labor-Management Committee made up of an equal number of Union representatives and Management representatives. This 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.

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 Laws by the Massachusetts Correction Officers Federated Union. 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 1.

No employee who has been employed in Bargaining Unit 4 for six (6) consecutive months or more, except for nine (9) consecutive months for entry-level Correction Officers, shall be discharged, suspended or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with the Commonwealth must serve an additional probationary period upon reemployment whether in the same or a different job title.

Any discipline imposed shall be consistent with Departmental policy.

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 eight (8) 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, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to the Human Resources Division within eight (8) working days of the date such action was taken.

The grievance shall be treated as a Step III grievance and Article 23A - Grievance Procedure, shall apply.

Section 4.

As a condition precedent to submitting a grievance alleging a violation of Section 1, pursuant to Article 23A - Grievance Procedure, the Union and the employee involved shall sign and give to the Employer, on a form prepared by the Employer, a waiver of any and all rights to appeal the disciplinary action to any other forum including the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

Section 5.

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.

An employee and/or the 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.

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 I An employee and/or the Union shall submit a grievance in writing 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. 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 In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing to the person designated by the agency head for such purpose within ten (10) calendar days following the receipt of the Step I decision. The agency head or his/her designee shall meet with the employee and/or the Union for review of the grievance and shall issue a written decision to the employee and/or the Union within fourteen (14) calendar days following the day on which the appeal is filed.

Step III In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented to the Human Resources Division within seven (7) calendar days of the receipt of the unsatisfactory decision. The HRD shall issue a written reply by the end of the twenty-one (21) calendar days following the day on which the appeal was filed or if a conference is held by the end of the fourteen (14) working days following the close of the conference. Every effort will be made to hold such conference within fourteen (14) working days following the filing of the appeal.

Step IV Grievances unresolved at Step III may be brought to arbitration solely by the Union by filing with the Personnel Administrator within thirty (30) calendar days of the receipt of the Step III decision a completed Request for Arbitration form.

Section 3.

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within ten (10) days of HRD's receipt of the Request for Arbitration, the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

If the Union submits a grievance alleging a violation of Section 1 of ARTICLE 23 as a result of charges of client or patient 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 abuse/mishandling.

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, due to inaction of the Union, the grievance is thereby withdrawn with prejudice but without precedence.

Section 5.

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. 150C.

Section 6.

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 7.

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 reinstitute 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 8.

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 9.

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 10.

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

Section 11.

A Union representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his 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 12.

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 13.

It is agreed by the parties that the possibility of streamlining the grievance procedure would be a mutually acceptable goal to accomplish during the lifetime of this Agreement. In order to accomplish this mutually acceptable goal there shall be established a Labor/Management Committee to study such issues relating to the streamlining of the grievance procedure.

Such Committee shall consist of three (3) representatives from Management and three (3) from the Union and shall hold its first meeting no later than ninety (90) days from the signing date of this Agreement.

Such issues would include: strategies and methods to reduce the number of grievances filed, mutually agreeable subjects for grievance expedition to the next step in the grievance procedure and any other subjects relevant to the Committee's goals.

The Committee shall make recommendations that are mutually agreeable to both Management and the Union in order for implementation to occur. Such recommendations shall be completed and filed with the Personnel Administrator.

ARTICLE 24
Personnel Records and Performance Evaluation

Section 1. Personnel Records

A. Each employee shall have the right, upon request, to examine and copy 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.

B. Whenever any material, including evaluations, is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material.

C.

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

2. 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 at any Step of the grievance procedure that such performance evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's records, such inaccurate evaluation,

material, or portion thereof, shall be removed from the file, together with any of the employee's statement or statements thereto.

3. Notwithstanding the provisions of paragraph C-2 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 memoranda will be found to violate this Agreement only if they are arbitrary, discriminatory or if they contain factual allegations, which are clearly erroneous. Warnings and reprimands shall be grievable to Step III of the grievance procedure.

Section 2. Performance Evaluation

A. The Performance Evaluation System described in this Article shall be maintained during the life of this Agreement and shall be known as the Employee Performance Review System ("EPRS").

B.

1. All EPRS evaluations shall be in writing and shall be placed in the employee's personnel file.

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

3. A complete evaluation cycle shall be done at least once per year for each employee but not more than twice per year.

4. 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 used in evaluating the employee's performance.

5. The performance dimensions shall be as objective and job-related as practicable.

6. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's progress.

7. 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.

8. 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.

C. Any employee who receives an annual review summary rating of "below" shall have the right to grieve said rating through Step II of the grievance procedure upon an allegation that the rating is clearly erroneous.

D. 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 M.G.L. c. 31, section 6C.

Section 3. Labor/Management Committee

The parties agree to establish a Labor-Management Committee on Personnel Records consisting of four (4) representatives selected by the Executive Board of the Union 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.

ARTICLE 25
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 which 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 this Bargaining Unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE 26
Statewide Labor-Management Committee

Section 1.

In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a State-Wide Labor-Management Committee, shall be established which shall consist of up to four (4) representatives designated by the Employer and up to four (4) representatives designated by the Union.

Section 2.

The Committee shall meet at least quarterly. Such meeting shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern including improvement of Employer/employee relations and improvement of productivity.

Section 3.

There shall be Labor-Management Sub-Committees established within each Department/Agency consisting of six (6) members, three (3) representing the Union and three (3) representing Management. It shall be the responsibility of these Sub-Committees to promote ways and means of improving the "Quality of Life" within the work place. Any procedures or changes in conditions promulgated by the Sub-Committee shall be approved by the State-Wide Labor-Management Committee before they become operative.

Section 4.

There shall be a special Labor Management Committee on alternative work schedules consisting of four (4) members designated by the Human Resources Division and four (4) members designated by the MCOFU, which shall consider proposals regarding the feasibility of establishing alternative work schedules, including but not limited to such issues as flexible hours, staggered hours, part-time and job sharing.

ARTICLE 27
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 effort to terminate it.

ARTICLE 28
Temporary Modified Work Program

A. There shall be established within the Department of Correction a Temporary Modified Work Program. Such Program shall be for the purpose of providing a safe re-entry into the work environment for those involved in industrial accidents of light to moderate severity for which the period of disability is anticipated to be short term (up to 120 days).

   Participation in the Temporary Modified Work Program shall be voluntary and shall be made available to employees so they may have all the options currently available to injured workers under M.G.L. c. 152.

   It shall be understood that the Temporary Modified Work Program will function under the guidelines promulgated by the Office of Employee Relations on June 9, 1989, and shall also be subject to all such regulations promulgated by the Worker's Compensation Unit of the Division of Public Employment Retirement Administration.

B. There shall be established a Temporary Modified Work Program Labor/Management Committee consisting of three (3) Labor members and three (3) Management members to review the implementation for the Program and examine and resolve problems which may arise out of such implementation.

ARTICLE 29
Drug Testing/Screening

An employee shall be subject to an immediate drug test if probable cause of drug use exists as determined by his/her Superintendent or management designee.

Such drug testing shall be administered by a qualified physician of the Department'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.

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 probable cause 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 his/her Superintendent or Management designee, based on probable cause, shall be terminated.

ARTICLE 30
Physical 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. Initial Fitness Standards

The Union shall provide its full support and cooperation to the Human Resources Division (HRD) and/or HRD's designee in the development of initial medical and physical fitness standards. Successful completion of said initial medical and physical 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 3. 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 2 of this Article. Such in-service medical testing shall not include the extraction of bodily fluids for the purpose of drug or HIV testing of an employee.

In the event that the Union does not agree with the test events and scores established pursuant to this Section, it may submit the dispute to a binding resolution by a neutral. The neutral shall be mutually selected by HRD and the Union and shall be a recognized expert in such matters, recognized by the American Psychological Association or a similar organization. In the event the parties are unable to agree on the neutral, the neutral shall be selected by the American Arbitration Association (AAA). The AAA shall select a neutral possessing the required expertise and shall not be limited to selection from the Labor panel. The arbitration proceeding shall be commenced within thirty (30) days of the date of submission, concluded within sixty (60) days, and a decision rendered within ninety (90) days of the original submission. The Employer and the Union shall pay equal shares of the fees and expenses of the neutral. Test events on passing scores which have been challenged by the Union shall not be implemented until a decision has been rendered by the neutral.

Section 4. Labor-Management Committee on Fitness Standards

There is hereby established a Fitness Standards 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 3 of this Article; and

2. the implementation of an in-service medical and physical fitness testing program as indicated in Section 3 of this Article.

Section 5. 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 issues. 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.

ARTICLE 31
Education Incentive

Section 1.

There is hereby established an educational incentive pay plan for Unit 4 employees to be implemented effective July 1, 1992.

Section 2.

All Unit 4 employees who have earned or shall earn a degree from an accredited educational institution shall be entitled to and shall receive, in addition to other compensation under this Agreement, in the manner designated herein, an annual payment according to the following schedule:

Associates Degree	$1,500.00
Baccalaureate Degree	$2,500.00
Masters/Doctorate Degree	$3,000.00

Section 3.

Payments under the Plan shall be made weekly and shall be included in base pay for the purpose of computing sick pay, personal day pay, holiday pay and vacation pay and shall be considered as regular compensation for pension purposes to the extent permitted by law.

Section 4.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III (Human Resources Division) of the grievance procedure as set forth in Article 23A, but shall not be the subject of arbitration.

ARTICLE 32
Contagious Disease

This Article shall operate in conjunction with Article 20, Section l(C), "Safety and Health", of this Agreement. It shall provide the operational framework and clarity to the Department's handling of instances at Institutions and/or facilities where the outbreak of a contagious disease has occurred. Due to privacy laws testing for the AIDS virus shall not be part of this Agreement. It shall be agreed by the parties to the following:

1. Where the Department of Correction, in conjunction with the Department of Public Health, has determined that a contagious disease outbreak has occurred at a Department Institution or facility through the existence of credible medical evidence, it shall immediately notify the Union Executive Board of such determination, and the Department shall implement an education and testing program at such site. All employees and inmates at the site must be tested for the contagious disease.

2. Such testing will be done by medical personnel from the Department of Correction and with medical personnel from the Department of Public Health except as provided in #4 below.

3. If the contagion is tuberculosis, the actual tuberculosis testing will be conducted by the medical personnel from the Department of Public Health with assistance

provided from medical personnel from the Department of Correction. Nothing herein shall prevent an employee from insisting that he/she be tested by personnel from DPH. Each employee at each facility shall be tested in an administrative area (e.g. conference room) or other areas where inmates are not present. Such testing will be done during the employee's shift or tour of duty.

4. Employees may decline to be tested at their work sites; however, any such employee so declining must be tested by utilizing one of the following two alternatives:

   a. the employee, on his/her own time, may be tested by his/her own physician. If this alternative is chosen the Department will give the employee a letter to bring to his/her physician and the physician will report the results to the Department of Public Health on a form provided to him/her subject to the confidentiality requirements set forth below; or

   b. the employee may, on his/her own time, be tested at any of the Department of Public Health clinics located within the Commonwealth.

5. All test results, regardless of where the employee opts to be tested, shall remain strictly confidential and maintained only for database purposes by the Director of Health Services. No test results shall be placed in an employee's personnel file either at the Central Office or at the work site (Superintendent's Office).

6. Any employee found to have tested positive for the contagion and needing medication, shall have such medication provided by the Department. Employees who so desire may have their families tested, free of charge, by the Department of Public Health, and if testing positive shall have medication provided to them free of charge, by the Department of Correction.

7. Any employee who tests positive for tuberculosis must have a follow-up chest x-ray. Such procedure will be available at a DOC/DPH Facility during the employee's shift.

8. Any employee who develops a diagnosed case of a contagious disease under the terms of this Article, i.e., pertussis (whooping cough), tuberculosis, etc., may file an industrial accident claim without opposition from the DOC. An employee who develops active tuberculosis will be required to remain off the job during the period of contagion. Such employee may utilize sick leave.

9. Any employee who tests positive for any communicable disease is expected to and must follow all recommended health procedures, i.e., the taking of medication, proper testing, etc., which are provided by the DOC and DPH.

ARTICLE 33
Savings 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 34
Duration

This Agreement shall be for the three (3) year period from July 1, 2015 to June 30, 2018, and the terms contained herein shall become effective on signing date of the Agreement unless otherwise specified. Should a successor Agreement not be executed by June 30, 2018, 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 by either party, negotiations for a subsequent agreement will be commenced on or before January 1, 2018.

ARTICLE 35
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 a request to 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.

ARTICLE 36
Efficiency Working Group

The parties acknowledge the shared value associated with enhanced service delivery and improved operational efficiency. Continued public confidence in government, and public support for governmental activities, requires an ongoing focus on continuous improvement, and corresponding results. The parties also acknowledge that more efficient service delivery can provide opportunities to reinvest savings to the benefit of those employees that contribute to such favorable outcomes.

In this light, the parties agree, in the course of this contract, to establish a working group that will be charged with identifying no fewer than two pilot programs focused on developing more efficient methods of service delivery in at least three (3) selected service areas. The parties

further agree that these pilot programs will complete their work six months prior to the end of this agreement, and will produce report(s) detailing each initiative; the iterative steps taken to accomplish its purpose(s); and the service impacts resulting from the initiative. Finally, the parties agree that a portion of any cost savings that result from these initiatives will be returned to employees in the affected bargaining unit, in accordance with a formula determined in advance by mutual agreement of the parties.

The Commonwealth and the Union each agree to designate five (5) persons to be named to this working group no later than 30 days from the date of execution of this Agreement.

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 / other economic terms that in the aggregate are in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

For the **COMMONWEALTH OF MASSACHUSETTS**:

Paul Dietl, Chief Human Resources Officer

Mark E. D'Angelo, Director of Employee Relations

For the **MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION**:

Jon N. Mograss, President

Edward Slattery, Vice President

Walter W. Kovil III, Treasurer

Edward McLaughlin, Executive Secretary

Charles Dwyer, Legislative Representative

Stephen Hocking, Grievance Coordinator

Michael T. Aucoin, Business Agent

APPENDIX A

MCOFU Salary Plan effective 7/12/2015 with an increase of: 2.0%

Gr	1	2	3	4	5	6	7	Weekly Promo Factor
13	$1,570.76	$1,671.08	$1,771.40	$1,871.76	$1,972.02	$2,021.30	$2,071.84	$25.10
17	$1,923.04	$2,068.89	$2,214.82	$2,360.66	$2,506.55	$2,569.21	$2,633.44	$37.59
18	$2,015.12	$2,170.69	$2,326.33	$2,481.99	$2,637.60	$2,703.57	$2,771.15	$40.66
19	$2,119.41	$2,285.07	$2,451.10	$2,616.52	$2,782.22	$2,851.79	$2,923.05	$42.56
20	$2,233.21	$2,404.01	$2,574.75	$2,745.55	$2,916.29	$2,989.19	$3,063.93	$45.22
21	$2,337.04	$2,518.85	$2,700.76	$2,882.57	$3,064.46	$3,141.09	$3,219.59	$48.68
22	$2,453.04	$2,645.43	$2,837.75	$3,030.13	$3,222.81	$3,303.39	$3,385.97	$51.96

MCOFU Salary Plan effective 7/10/2016 with an increase of: 3.75%

Gr	1	2	3	4	5	6	7	Weekly Promo Factor
13	$1,629.66	$1,733.75	$1,837.83	$1,941.95	$2,045.97	$2,097.10	$2,149.54	$26.04
17	$1,995.15	$2,146.48	$2,297.87	$2,449.18	$2,600.55	$2,665.55	$2,732.20	$39.00
18	$2,090.69	$2,252.09	$2,413.56	$2,575.07	$2,736.51	$2,804.95	$2,875.07	$42.18
19	$2,198.89	$2,370.76	$2,543.02	$2,714.64	$2,886.56	$2,958.73	$3,032.67	$44.16
20	$2,316.96	$2,494.16	$2,671.30	$2,848.51	$3,025.65	$3,101.29	$3,178.82	$46.92
21	$2,424.68	$2,613.30	$2,802.04	$2,990.67	$3,179.37	$3,258.88	$3,340.33	$50.51
22	$2,545.03	$2,744.64	$2,944.17	$3,143.76	$3,343.66	$3,427.27	$3,512.94	$53.91

MCOFU Salary Plan effective 7/9/2017 with an increase of: 3.75%

Gr	1	2	3	4	5	6	7	Weekly Promo Factor
13	$1,690.78	$1,798.76	$1,906.75	$2,014.78	$2,122.69	$2,175.74	$2,230.15	$27.02
17	$2,069.97	$2,226.97	$2,384.04	$2,541.03	$2,698.07	$2,765.51	$2,834.65	$40.46
18	$2,169.09	$2,336.54	$2,504.07	$2,671.63	$2,839.13	$2,910.14	$2,982.88	$43.76
19	$2,281.35	$2,459.67	$2,638.38	$2,816.44	$2,994.80	$3,069.68	$3,146.39	$45.82
20	$2,403.84	$2,587.70	$2,771.48	$2,955.33	$3,139.11	$3,217.58	$3,298.03	$48.68
21	$2,515.60	$2,711.30	$2,907.12	$3,102.82	$3,298.60	$3,381.09	$3,465.59	$52.40
22	$2,640.47	$2,847.56	$3,054.57	$3,261.65	$3,469.05	$3,555.79	$3,644.68	$55.93

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("Union"). The purpose of this Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations pursuant to the current Agreement between the Commonwealth and the Union.

The parties agree to the following understandings:

1. The Commonwealth agrees to pay incurred overtime for employees required to stand for a roll-call period effective January 1, 1995, and will continue to pay an overtime payment to such employees throughout the life of this Agreement.

2. The Commonwealth and the Union agree that under Article 8, Section 7, "Family and Medical Leave", an employee assigned to backfill a position for an employee out on any type of Family and Medical Leave would not be pulled from a position awarded through a job pick.

3. The Commonwealth and the Union agree that under Article 13, "Group Health Insurance Contributions", the effective date for the contribution rate will be the date upon which the Funding Bill for new Agreement receives Legislative approval.

4. The Commonwealth and the Union agree that under Article 13A, "Health & Welfare Trust Agreement", the Employer's liability with respect to any claim by the Union or employees is limited solely to the contribution rate. The parties agree that the recent arbitrator's award relative to this Article is deemed settled and that the Commonwealth will make a payment of $150,000.00 to the fund thereby releasing itself of any liability to the Fund and that the Union agrees that all present or future claims in the case are hereby resolved and dismissed; provided however, that this release does not waive the Commonwealth's obligation to contribute for the categories of employees required by the terms of that award construing Article 13A.

5. The Commonwealth and the Union agree under Article 14, Section 6, Paragraph II(6), to retain the current language governing the Concord Job Pick with the understanding that the Union retains it's right as bargaining representative to proceed to a forum of its choice if safety and health issues develop during the implementation of the next job pick as per the rulings of the Labor Relations Commission.

6. The Commonwealth and the Union agree to have the Department of Personnel Administration commence a job audit of the Department of Correction's Transportation Unit by July 1, 1996, and to implement the resulting recommended changes, if any, for regarding and other adjustments by July 1, 1997.

7. The Commonwealth and the Union agree that the Secretary of Administration and Finance will file, simultaneously with the necessary legislation to fund this agreement, legislation to enable the Department of Correction to implement an injured-on-duty/line-of-duty injury system for Unit 4 employees injured as a result of inmate or patient violence or responding to an emergency which is identical in all material aspects to the injury leave system currently in place for the Massachusetts State Police (Unit 5A). The Employer further agrees to support passage of this legislation by the Legislature. The parties agree that if the 1995-1997 collective bargaining agreement incorporates that new leave system by reference, it shall not become operative until July 1, 1997, and shall in any event become contingent upon passage of the legislation referred to herein.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("Union"). The purpose of this Memorandum of Understanding is to clarify certain understandings reached during negotiations for a successor collective bargaining agreement.

The parties understand and agree to the following:

In event that during the term of this Agreement a collective bargaining agreement is submitted by either the Governor or the Secretary of Administration and Finance and said agreement is funded by the Legislature, and in the event that said agreement involves public safety employees of the Commonwealth's Executive Branch whose duties are law enforcement in nature, and in the event that such agreement contains provisions for salary increases which are greater than the salary increases contained in this Agreement, the parties agree to re-open those provisions of this Agreement pertaining to salary to further bargaining.

Memorandum of Agreement
Between the
Commonwealth of Massachusetts
And the
Massachusetts Correction Officers Federated Union
Regarding Fitness Standards

The Commonwealth of Massachusetts (hereafter "Employer") and the Massachusetts Correction Officers Federated Union (hereafter "Union"), which represents employees in Bargaining Unit 4, agree to the following:

1. The Employer shall file legislation to amend M.G.L. c. 32 to establish an effective date of March 1, 1999, for the implementation of medical and fitness standards as a component of the selection process prior to the initial appointment of persons to positions within Bargaining Unit 4.

2. The Union shall fully and actively support the legislation referenced in paragraph 1 above.

3. The Employer shall provide a fund of $100,000.00 for the purchase of fitness equipment to be placed in two (2) DOC facilities in central and southern Massachusetts. Such fund will be in addition to the $80,000.00 earmarked by the Department of Correction to be spent on equipment to be installed at the new MCI Shirley Maximum Facility. Bargaining Unit 4 employees who are subject to medical and fitness standards shall have first preference for use of said fitness equipment.

4. A Wellness Program shall be established for all employees who shall be subject to the physical fitness standards established pursuant to Article 30 of the January 1, 1998 – December 31, 2000, Commonwealth/Massachusetts Correction Officers Federated Union Collective Bargaining Agreement. Such program shall be funded through a contribution by the Employer of $50.00 per employee who is subject to said physical fitness standards. The Wellness Program established herein will include information and consultation on such topics as proper nutrition, fitness, stress management, diet control, exercise techniques.

5. The Labor-Management Committee on Fitness Standards established pursuant to Section 4 of Article 30 of the January 1, 1998 – December 31, 2000 Commonwealth/Massachusetts Correction Officers Federated Union Collective Bargaining Agreement shall, in addition to its responsibilities as described in said Section 4, provide recommendations to the Employer regarding:

   a) the type of fitness equipment to be purchased under paragraph 3 above;

   and

   b) the establishment of the Wellness Program created pursuant to paragraph 4, above.

Said Labor-Management Committee shall also determine at which of the two (2) DOC facilities in central and southern Massachusetts the fitness equipment to be purchased under paragraph 3. above, shall be located.

Signed this 7th day of October, 1998:

For the Massachusetts Correction Officers Federated Union:

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For the Commonwealth of Massachusetts:

_____

For the Department of Correction:

_____

Memorandum of Agreement
Between the
Commonwealth of Massachusetts
And the
Massachusetts Correction Officers Federated Union
Regarding Union Leave

A. The parties agree and understand that economy of time and human resources would be best preserved through the grant of paid leave for approved Union activities to a limited number of Union officials. As such, the Commonwealth agrees to grant up to thirty-five (35) hours per week in paid leave to five (5) Executive Board members, as designated by the Union, who conduct approved Union activities as described below. Such approval will be based on timely submission to HRD of requests for paid leave on a weekly basis. Such submission shall be made prior to the beginning of the week in question and shall not be unreasonably denied. The Union will forward to HRD a description of the approved Union activity for the week prior on the Wednesday following the leave. For the purpose of this Agreement, the following shall be deemed approved union activities:

- Attendance at Statewide, departmental, facility and local Labor-Management committee meetings, including reasonable travel and preparation time;
- Investigation and processing of grievances, including reasonable travel time;
- Attendance at grievance and arbitration hearings, including reasonable travel and preparation time;
- Participation in mid-term negotiations, with allowance for reasonable travel and preparation time;
- Participation in Departmental meetings or Committees, where designated, including reasonable travel and preparation time;
- Representation of employees during Departmental investigations, hearings and administrative inquiries within the Department of Correction;
- Non-grievance dispute resolution, including reasonable travel and preparation time;
- Attendance at hearings before the Massachusetts Civil Service Commission, including reasonable travel and preparation time;
- Reasonable travel and preparation time for the above approved union activities; and
- Legislative activities on behalf of employees covered by this Agreement which are not prohibited by the Commonwealth's Conflict of Interest Law

B. Additionally, each of the five (5) Executive Board members identified by the Union pursuant to paragraph A, above, shall be authorized to utilize up to five (5) hours of unpaid union leave for any of the purposes identified above or for the purposes delineated in Article 5, Section 5 of the parties' Collective Bargaining Agreement.

C. The Employer agrees to commence negotiation with the Union, upon the Union's request, regarding the subject of full time paid leave for union business in the event that the necessary provisions of the Massachusetts General Laws are amended to allow the parties to bargain for such leave.

The parties agree and understand that the terms of this Agreement do not constitute any waiver on the part of the Union to pursue litigation commenced in SUP-4463.

Signed this 7th day of October, 1998:

For the Massachusetts Correction Officers Federated Union:

_____

_____

_____

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_____

_____

For the Commonwealth of Massachusetts:

_____

For the Department of Correction:

_____

Memorandum of Agreement

Between the
Commonwealth of Massachusetts
And the
Massachusetts Correction Officers Federated Union
Regarding Implementation of the HR/CMS Project

The Commonwealth of Massachusetts ("Employer") and the Massachusetts Correction Officers Federated Union ("Union"), representative of employees in Bargaining Unit 4, agree to the following understandings reached during negotiations for a successor Collective Bargaining Agreement. It shall be agreed to by the parties that:

1. The Commonwealth recognizes that under M.G.L. c. 149, section 148, employees are entitled to receive a suitable paycheck or pay slip and will conform to such statute until amended. The Union reserves its right to oppose an amendment or alteration of said law.

2. The Commonwealth will make every effort to ensure that no cost impact will occur to employees through the implementation of the HR/CMS Project.

Signed this 7th day of October, 1998:

For the Massachusetts Correction Officers Federated Union:

_____

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_____

For the Commonwealth of Massachusetts:

_____

For the Department of Correction:

_____

Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Correction Officers Federated Union

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. The Commonwealth and the Union agree that 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 alleges 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 or financial institution during off hours or, there is not an ATM available within a reasonable geographic distance from an employee's worksite or home, the Union shall petition the Human Resources Division for a Direct Deposit Special Exemption.

3. The Human Resources Division, in concert with the Office of the State Comptroller, 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 7th day of October, 1998:

For the Massachusetts Correction Officers Federated Union:

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_____

_____

For the Commonwealth of Massachusetts:

_____

For the Department of Correction:

_____

Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Correction Officers Federated Union
Regarding Union Dues

The Commonwealth acknowledges it has been informed by the Union that effective January 1, 1999, the annual dues for all members of the Union shall be equal to one percent (1.0%) of the annual base pay payable at the maximum step for the title of Correction Officer I. Weekly dues deducted pursuant to Article 6 of the Collective Bargaining Agreement shall be deducted at that rate effective January 1, 1999, provided this Agreement is ratified by a majority of the membership of the Union, and provided further, that this Memorandum of Understanding calling for the implementation of a new rate of dues shall be attached to and incorporated into the Collective Bargaining Agreement prior to ratification in order to place members of the Union on notice that a vote in favor of ratification of this contract shall signify their ratification of such new rate of dues.

Signed this 7th day of October, 1998:

For the Massachusetts Correction Officers Federated Union:

_____

_____

_____

_____

_____

_____

For the Commonwealth of Massachusetts:

_____

_____

For the Department of Correction:

_____

APPENDIX B
UNIT 4 JOB GRADE SCHEDULE

	Job Grade
Correction Officer I	18
Correction Officer II	20
Correction Officer III	22
Correction Officer/Chef	22
Rec. Officer, Correctional Institution	18
Rec. Officer II	20
Training Instructor, DOC	22
Correction Maintenance Specialist	17
Industrial Instructor I	17
Industrial Instructor II	19
Industrial Instructor III	20
Agent for State Industries I	18
Agent for State Industries II	22
Admin. Asst., State Use Industries	22
Supervising Identification Agent	20
Correction Medical Assistant	16

ATTACHMENT A
NON-SELECTION FORM

Name_____ Current Position J.G._____

Address_____ Title Position Sought J.G._____

We regret to inform you that another applicant has been selected for the position you sought. That applicant has been selected because he/she has been deemed to be more qualified than you by virtue of one or more of the following reasons:

( ) 1. Ability to do the job
  ( ) Performance Evaluation ( ) Interview
( ) 2. Licenses/Registrations
( ) 3. Work History
( ) 4. Experience in related work
( ) 5. Education and training directly related to the duties of the vacant position
( ) 6. Seniority
( ) 7. Applicant from within the work unit selected
( ) 8. Other (explain)

_____

_____

Comments:

_____

_____

This notice is for the purpose of meeting the requirements of Article 14, Section 2(C)(4). It does not preclude either party from raising other issues under the provisions of Article 23A (Grievance Procedure) of the Agreement.

By: _____
Supervisor

ATTACHMENT B

All full-time and regular part-time permanent and provisional employees in Bargaining Unit 4 as defined in 456 CMR 14.07 (Institutional Security), including all of the following classifications:

Administrative Assistant/State Use Industries
Industrial Instructor I, formerly:
Industrial Instructor

Industrial Instructor II formerly:
Assistant Industrial Shop Manager

Industrial Instructor III formerly:
Assistant to the Supervisor of Industries,
Industrial Shop Manager; Shop Manager,
M.C.I./Framingham

Correction Maintenance Specialist

Correction Maintenance Worker I – IV

Correctional Medical Assistant

Correction Officer I formerly:
Correction Officer/Female
Correction Officer

Correction Officer II formerly:
Correction Officer - Head Farmer,
Senior Correction Officer;
Senior Female Correction Officer;

Correction Officer III formerly:
Supervising Correction Officer

Correction Officer/Chef formerly:
Correction Officer/Chef

Prison Camp Officer I formerly:
Prison Camp Officer

Prison Camp Officer II formerly:
Senior Prison Camp Officer

Prison Camp Officer III formerly:
Supervising Prison Camp Officer

Rec. Officer, Correction Institute
Recreation Officer II
Senior Correction Maintenance Specialist
Agent for State Industries I, formerly:
State Use Industries Agent

Agent for State Industries II formerly:
Senior State Use Industries Agent

Inmate Transportation Officer I formerly:
Senior Transportation Officer

Inmate Transportation Officer II formerly
Supervising Transportation Officer

Supervising Identification Agent
Recreational Services Supervisor formerly:
Supervisor of Recreation, DOC

Training Instructor, DOC

ATTACHMENT C

Superintendent's Picks
Effective May 5, 1998*

Facility	Total Number Superintendent Pick
Bay State	6
Boot Camp	4
BSH	19
Boston Pre-Release	1
MCI Cedar Junction	30
MCI Concord	23
MCI Framingham	15
Longwood	2
NCCI	20
NECC	3
MCI Norfolk	25
MCI Plymouth	4
LSH	4
OCCC	16
Shirley (Min./Med.)	26
SECC/AC	26
Treatment Center	10
Shirley (Max.)	28

*Pursuant to Article 14, Section 6, Paragraphs IID and IIIB, the set numbers herein shall be subject to change, based on 7% of filled positions, if any expansion which results in the assignment of additional staff occurs at any institution during the life of this Agreement.

MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION

Uniforms and Appearance

This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("MCOFU"). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding uniforms and appearance. The parties understand and agree to the following:

1. Officers shall maintain a neat, well-groomed appearance.

2. Officers shall not wear jewelry, pins, necklaces, or bracelets of any kind with the uniform. Exceptions, if conservative, include the following: ring(s); a wristwatch; a union pin; a Medic Alert bracelet; and necklace(s) or religious medallions worn discreetly beneath the shirt. No facial jewelry of any type shall be worn.

3. Cosmetics, if worn, shall be conservative, subdued and blended to match the natural skin color. No false eyelashes or unnaturally colored contact lenses shall be worn.

4. Hair shall be clean, neat, and well groomed. Hair shall not interfere with the wearing of any standard headgear, or be dyed or tinted an exaggerated or unnatural color. Wigs or hairpieces may be worn if they conform to the above standards.

The provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 34.

Signed October 27, 2000

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION

Regarding Essential Functions

MCOFU and the Commonwealth agree and understand that the essential functions study of classification titles and specifications in the Commonwealth 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 will have impacts upon the classification system statewide. The parties further agree and understand that the results of said study may likely necessitate alterations in the classification structure of Bargaining Unit 4 which may include the expansion of career ladders, the constriction of others, the creation of new job titles and the elimination of others.

The parties agree and understand that:

1. HRD shall confer with MCOFU regarding Unit 4 job specifications developed pursuant to the essential functions study, in accordance with Article 17, on or before December 31, 2001. Pursuant to Article 17, HRD shall determine job titles, the relationship of one classification to the others, and job specifications on or before June 30, 2002; and

2. Should the parties agree that job grade placement for Unit 4 positions resulting from the essential functions study requires funding, such funding will be discussed between the parties.

3. Nothing in this Memorandum of Understanding shall expand or limit the rights of either party.

Signed October 27, 2000

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION

Regarding Tobacco Products

In order to achieve the goals expressed in Article 20, the following steps will be taken:

1. From January 1, 2001 to June 30, 2001, the Department shall offer smoking cessation programs to all employees. These programs will be offered on a voluntary basis during non-work hours. However, if an employee is assigned to a smoking cessation program by the Department, the employee will be compensated for the hours they attend the program.

2. From the period July 1, 2001 to December 31, 2001, employees who are found in possession of tobacco products in violation of the tobacco prohibition shall receive a verbal warning if said possession was not with the intent to distribute. This provision, however, does not modify the current smoking prohibition set forth in M.G.L. Chapter 32, Section 94.

3. To inaugurate this program, on January 1, 2002 all employees will be given a one-time bonus of $500.

Signed October 27, 2000

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION

Maintenance Reclassification

Effective July 1, 2001, through the Human Resources Division's Essential Functions Study, all Maintenance Personnel in Bargaining Unit 4 will be reclassified from maintenance positions into corresponding Industrial Instructor positions as follows:

CMW1– Grade 13, changes to Industrial Instructor 1, Grade 17;

CMW2 – Grade 17, changes to Industrial Instructor 1, Grade 17;

CMS – Grade 17, changes to Industrial Instructor 1, Grade 17;

CMW3 – Grade 18, changes to Industrial Instructor 2, Grade 19;

SCMS – Grade 19, changes to Industrial Instructor 2, Grade 19;

CMW4 – Grade 20, changes to Industrial Instructor 3, Grade 20.

The parties understand that as a result of this study, the job description of Industrial Instructor may be expanded to include duties formerly performed by maintenance personnel. In addition, the title of Industrial Instructor may be changed to reflect the expanded duties.

Signed this ____ day of _____, 2000.

For the Massachusetts Correction Officers Federated Union:

_____

_____

_____

_____

_____

_____

_____

_____

For the Commonwealth of Massachusetts:

_____

For the Department of Correction:

_____

ILLNESS CERTIFICATION FORM

PERSONAL ILLNESS OF EMPLOYEE

TO BE COMPLETED BY MEDICAL PROVIDER (Additional information may be attached)

Medical Provider (print name): _____

Licensed Profession (circle one): licensed physician
physician's assistant
nurse practitioner
chiropractor
dentist

Address: _____

Phone Number: _____

_____ was examined by me on _____
(Patient Name) (Date)

He/she was incapacitated by personal illness or injury due to_____

_____
(Nature of illness unless it is of a confidential nature)

or the appointment with the licensed medical or dental professional could not reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

He/she could not perform his/her duties on_____
(Date of incapacitation)

and may return to work with no restrictions on_____.

_____ _____
Signature of Medical Provider* Date

(*If a signature stamp is used, it must be accompanied by the initials of someone authorized to do so.)

MASSACHUSETTS DEPARTMENT OF CORRECTION
ILLNESS CERTIFICATION FORM

FAMILY ILLNESS

TO BE COMPLETED BY MEDICAL PROVIDER (Additional information may be attached)

Medical Provider (print name): _____

Licensed Profession (circle one): licensed physician
physician's assistant
nurse practitioner
chiropractor
dentist

Address:_____

Phone Number: _____

Employee's Name: _____

Patient's Name and Relationship to Employee:_____

The patient has been determined by me to be seriously ill, or the appointment with the licensed medical or dental professional could not reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition, and in need of care on _____.
(Date)

_____ _____
Signature of Medical Provider* Date

(*If a signature stamp is used, it must be accompanied by the initials of someone authorized to do so.)

Memorandum of Agreement
between the
Commonwealth of Massachusetts
and the
Massachusetts Correction Officers Federated Union

Regarding Sick Leave and the Probable Cause Standard

The Commonwealth of Massachusetts and the Massachusetts Correction Officers Federated Union, agree to the following two conditions on the use of probable cause for sick leave note documentation:

1) From January 1, 2008 to June 30, 2009, the Associate Commissioner will review all demands for sick leave documentation under the probable cause standard. A demand for sick leave documentation will not be issued until it has been approved by the Associate Commissioner.

2) If an employee is required to document his/her sick leave under the probable cause standard, and an approved medical note is provided, the employee's absence will not be charged against his/her 48 hour allotment.

Signed this ___ day of _____, 2007:

For the Massachusetts Correction Officers Federated Union:

_____

_____

_____

_____

_____

_____

_____

For the Commonwealth of Massachusetts:

_____

For the Department of Correction:

_____

Memorandum of Agreement
between the
Commonwealth of Massachusetts
and the
Massachusetts Correction Officers Federated Union

Establishing a Labor Management Committee

The parties agree to form a Labor Management Committee to review all side agreements between the parties

For the Commonwealth:

_____

For the Union:

_____

_____

_____

_____

_____

_____

Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Correction Officers Federated Union

Labor Management Committee

The parties agree to establish a Labor Management Committee to discuss tuberculosis testing.

The parties agree to establish a Labor Management Committee to update and correct any scrivener's errors in the Unit 4 collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION
PERSONAL LEAVE

This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("MCOFU"). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding the use of personal leave. The parties recognize that the inability of correction officers to get a personal day off can directly affect sick leave utilization. Therefore, in an attempt to reduce sick leave usage and its impact on overtime, the parties understand and agree to the following:

1. Beginning January 1, 2010, Unit 4 employees in the DOC will be allowed to use one of their three personal days with as little as twenty-four (24) hours advance notice prior to the beginning of their shift.

2. On or before December 1, 2010, the parties agree to meet and review this process and to determine if sick leave usage and the impact on overtime have been reduced as was expected. The continuation and/or expansion of this process beyond December 31, 2010 is subject to agreement by both parties.

3. Beginning January 1, 2011, Unit 4 employees in the DOC will be allowed to use two of their three personal days with as little as twenty-four (24) hours advance notice prior to the beginning of their shift.

4. The number of individuals utilizing a personal day under the provisions of the paragraphs 1 & 3 above will not be allowed to exceed more than twice the number normally allowed time off, as identified in the attached memo (i.e. 3-2-1). If the number of personal time requests exceeds the maximum number allowed per shift, personal time will be awarded by seniority.

5. On or before December 1, 2011, the parties agree to meet and review this process and to determine if sick leave usage and the impact on overtime have been reduced as was expected. The continuation and/or expansion of this process beyond December 31, 2011 is subject to agreement by both parties.

Signed this ____ day of _____, 2011.

For the Massachusetts Correction Officers Federated Union:

_____

_____

_____

_____

For the Commonwealth of Massachusetts:

_____

For the Department of Correction:

_____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION
REGARDING IN-SERVICE TRAINING

This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("MCOFU"). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding In-Service Training. The parties understand and agree to the following:

1. The Training and Career Ladders Committee shall meet within sixty (60) days of the signing of this agreement to review the delivery of In-Service Training Programs to Unit 4 employees in the DOC.

2. It is in the mutual interest of both parties to provide In-Service Training in the most efficient, cost effective and productive manner and with the least disruption to employees.

3. The Committee is charged with considering in its review the use of new technology, such as e-learning, web-based learning, on shift training and other non-traditional forms of training.

Signed this ____ day of _____, 2011.

For the Massachusetts Correction Officers Federated Union:

_____

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_____

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_____

For the Commonwealth of Massachusetts:

_____

For the Department of Correction:

_____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION
SWAPS

This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("MCOFU"). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding swaps. The parties understand and agree to the following:

1. Correction Officers will not be eligible to participate in swaps as provided for in the 2002 swap agreement until they have completed their nine (9) month probationary period.

Signed this 25 day of JAN, 2011.

For the Massachusetts Correction Officers Federated Union:

For the Commonwealth of Massachusetts:

For the Department of Correction:

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION
HOLIDAY PAY

This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("MCOFU"). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding Holiday Pay.

1. Effective July 1, 2012, the Department of Correction will return to the practice that existed prior to August 1, 2009 with regard to Holiday Pay.

2. Any change to said practice must satisfy any and all obligations under M.G.L. 150E.

Signed this 25th day of January, 2011.

For the Massachusetts Correction Officers Federated Union:

_____

For the Commonwealth of Massachusetts:

_____

Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003
Expires: 5/31/2018

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, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination 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. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). 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 expected duration of 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):

   _____

   _____

   _____

   _____

   _____

   _____

   _____

 CONTINUED ON NEXT PAGE

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.

_____

_____

_____

_____

_____

_____

 CONTINUED ON NEXT PAGE

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Certification of Health Care Provider for Family Member's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 5/31/2018

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, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination 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: _____
First Middle Last

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

CONTINUED ON NEXT PAGE

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. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). 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):

_____

_____

_____

CONTINUED ON NEXT PAGE

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; _____ days per week from _____ through _____

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

   _____

   _____

   _____

   _____

 CONTINUED ON NEXT PAGE

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**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.
DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.