

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS NURSES ASSOCIATION
FOR A
SUCCESSOR AGREEMENT**

January 1, 2012 through December 31, 2014

The parties agree to the following changes to the Commonwealth of Massachusetts and the Massachusetts Nurses Association Collective Bargaining Agreement, Unit 7 for January 1, 2010 through December 31, 2012.

**ARTICLE 3
ASSOCIATION SECURITY**

Section 3.5

An employee may consent in writing to the authorization of the deduction of contributions to the Massachusetts Nurses Political Action Committee, from his/her wages and to the designation 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 dues check-off authorization by giving at least sixty (60) days notice in writing to his/her department head.

**ARTICLE 5
ASSOCIATION BUSINESS**

Section 5.11 President Leave of Absence

At the start of the leave year, the MNA may convert the total hours of release time from one (1) Executive Board Meeting (20 days) (see Section 5.3 above) to time off without loss of pay for the Unit 7 President or designee for purposes related to the Association and representation of members. If the MNA makes such an election, the 150 employee/days for Executive Board Meetings would be reduced accordingly.

**ARTICLE 7
WORKWEEK AND WORK SCHEDULES**

Section 7.2 Overtime

L. The Commonwealth and the Association shall establish a Labor Management Committee to study the use of overtime and mandatory overtime in jobs held by Unit 7 staff in inpatient facilities. To facilitate the work of the Committee, each Facility shall establish a subcommittee (in conjunction with local labor management committees) tasked with the goal of recommending consensus measures to reduce overtime and

mandatory overtime. The subcommittees shall receive available data quantifying the use of overtime and mandatory overtime (including staff schedules) within sixty (60) days of the ratification of the new Agreement. These consensus recommendations shall be presented to the Committee by December 31, 2014. The Committee, consisting of four representatives appointed by the Commonwealth and four representatives from the Association shall then review the consensus recommendations of the subcommittee with the goal of providing a set of consensus recommendations for successor negotiations beginning in July of 2014. Meetings shall be held monthly, unless otherwise agreed. The four Committee members shall be released from work as necessary for attendance at the meetings of the Committee without loss of pay or benefits. Nothing contained herein, however, shall prevent the parties from reaching agreement on any recommendation prior to the commencement of successor negotiations.

ARTICLE 8
LEAVE

Section 8.2 Paid Personal Leave

A. On each January 1, full-time employees on the payroll as of September 1, 2012 will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	22.500 hours
37.5 hours per week	37.500 hours
40.0 hours per week	24.000 hours
40.0 hours per week	40.000 hours

Add New Section:

On each January 1, full-time employees hired after September 1, 2012 will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	22.500 hours
40.0 hours per week	24.000 hours

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

<u>Date of Hire or Promotion</u>	<u>Scheduled Hours per Week</u>	<u>Personal Leave Credited</u>
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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 hours
	40.0	0 hours

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

Nothing in this section shall be construed as giving more than three (3) personal days in a given year. Nothing in this Section shall be construed as giving more than three (3) personal days (to employees hired after September 1, 2012) in a given year, or more than five (5) days (to employees on the payroll as of September 1, 2012) in a given year.

ARTICLE 9 VACATIONS

Section 9.10

Employee's vacation leave balances shall be charged on an hour for hour basis; e.g. one hour charged for one hour used. Charges to vacation leave may be allowed in units of not less than ~~one-half hour~~ fifteen minutes.

ARTICLE 10 HOLIDAYS

Section 10.1

The following days shall be holidays for employees:

New Year's Day	Martin Luther King Day
Washington's Birthday	*Evaeuation Day
Patriot's Day	Memorial Day
*Bunker Hill Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Day	*only in Suffolk County

Section 10.4

When a holiday occurs on a day that is not an employee's regular workday, he/she at the option of the Employer, shall receive pay for one 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 10.5

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 Department/Agency because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 10.9

~~An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the Department/Agency because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday. Additionally, an employee who is not scheduled to work on the Suffolk County holidays, if the employee's usual workweek is five (5) or more days, shall be entitled to a day off with pay within sixty (60) days following such holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the Department/Agency because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay.~~

ARTICLE 12 SALARY RATES

Section 12.1

The following shall apply to full time employees:

- ~~A. Effective December 31, 2010, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one percent (1%) increase in salary.~~
- ~~B. Effective December 31, 2011, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a three percent (3%) increase in salary.~~
- ~~C. Effective December 31, 2012, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a three percent (3%) increase in salary~~

- A. Effective December 31, 2012, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a three percent (3%) increase in salary.

- B. Effective the first pay period in January 2013, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary.
- C. Effective the first pay period in July 2013, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary.
- D. Effective the first pay period in January 2014, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.
- E. Effective the first pay period in July 2014, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.

ARTICLE 13
GROUP HEALTH INSURANCE CONTRIBUTIONS

Section 13A.2

~~Effective July 3, 2011, the Employer shall contribute to the Fund twelve dollars and fifty cents (\$12.50) per calendar week, per full-time employee equivalent in Unit 7. Effective July 1, 2012, the Employer shall contribute to the Fund thirteen dollars (\$13.00) per calendar week, per full-time employee equivalent in Unit 7. These contributions shall not be used for any purpose other than to provide benefits and to pay operating and administration 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 for which the contributions are attributable.~~

Amend Article 13A.2 as follows:

Effective July 1, 2012, the Employer shall contribute to the Fund thirteen dollars (\$13.00) per calendar week, per full-time employee equivalent in Unit 7. Effective the first pay period in July 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$13.50 per calendar week. Effective the first pay period in December 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$14.00 per calendar week. These contributions shall not be used for any purpose other than to provide benefits and to pay operating and administration 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 for which the contributions are attributable.

ARTICLE 22
HEALTH AND SAFETY

Section 17A.4

The Commonwealth shall use the Self Service Time and Attendance System (SSTA) only to record work time and attendance only. SSTA shall not be used to track Unit 7 members, for a time study analysis on the work of Unit 7 members, or to discipline members for issues not related to recording work time.

ARTICLE 22
HEALTH AND SAFETY

Section 22

J. The parties agree to establish a state-wide Safety and Health Committee to discuss workplace violence and safe patient handling. The Committee shall be comprised of four (4) representatives selected by the Association and four (4) representatives designated by the Human Resources Division. The Committee shall meet upon the request of either party. To facilitate the work of the committee, the Commonwealth shall provide available data quantifying the incidence of work place violence directed toward and work place lifting injuries experienced by bargaining unit members. The Committee will develop recommendations for guidelines and procedures to reduce injuries caused by patient handling and to help prevent workplace violence. The Committee shall issue its consensus recommendations by July 1, 2012³ for inclusion in successor negotiations beginning in July of 2012⁴. The four Committee members shall be released from work as necessary for attendance at the meetings of the Committee without loss of pay or benefits. Nothing contained herein, however, shall prevent the parties from reaching agreement on any recommendation prior to the commencement of successor negotiations.

REOPENER

The Commonwealth agrees that in the course of this Agreement, should any other Executive Branch bargaining unit receive any across the board wage increase at any point earlier than one year following the end date of its preceding Agreement, the parties shall, at the request of the Union, reopen the salary provisions of this Agreement 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 the 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 benefits 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 three pilot programs focused on developing more efficient methods of service delivery in at least three 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 persons to be named to this working group no later than 30 days from the date of execution of this Agreement.

For the Union,

Robert N. Duff

M. [unclear]

Karen [unclear]

Thomas Marti

Charles R. Palmer
Paul A. Corbally
10/10/12
Date

John [unclear]

Georgia Brady

Val [unclear]

Robert [unclear]

Ellen Farley [unclear]

[unclear]

Diane [unclear]

Kelvin [unclear]

Mere [unclear]

Jesse Hill

Donna [unclear]

[unclear]

Nancy L. Bourque

For the Commonwealth,

[unclear]

[unclear]

10/10/12
Date