

COMMONWEALTH OF MASSACHUSETTS
AND THE
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2024 – JUNE 30, 2027

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PREAMBLE

This Collective Bargaining Agreement entered into March 18, 2025, by the Commonwealth of Massachusetts acting through the Commissioner of Administration and Finance and his/her Human Resources Division, hereinafter referred to as the “Employer”, or the “Commonwealth”; and by the New England Police Benevolent Association, Inc., hereinafter referred to as the “Union” or “NEPBA”; and has as its purpose the promotion of harmonious relations between the Union and the Employer. To this end, the parties recognize the importance of dealing with one another with mutual respect and dignity.

ARTICLE 1 RECOGNITION

Section 1

The Commonwealth recognizes the Union as the exclusive collective bargaining representative of employees of the Commonwealth as certified by the Labor Relations Commission in its Certification of Representation dated August 19, 1999 (Case No. SCR-2227).

In order to establish and maintain clear and concise employee/labor relations policy, the parties agree that the Human Resources Division, on behalf of the Secretary for Administration and Finance, is solely responsible for the development and implementation of all employee relations policies. Only the Human Resources Division has the authority to make commitments or agreements with respect to wages, hours, standards of productivity, performance and any other terms and conditions of employment, with NEPBA as the exclusive union representative.

Section 2

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

full-time and regular part-time persons employed by the Commonwealth as described in Section 1 above, and seasonal employees whose employment is for a period of ninety (90) consecutive days or more.

B. Exclusion:

1. all managerial and confidential employees;
2. all employees employed in short term jobs established by special federal or state programs such as summer jobs for underprivileged youths; and
3. all intermittent employees (except as defined by HRD Regulations); and
4. all "03" or "07" consultants in accordance with past practice and the understanding of the parties.

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

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

An intermittent employee is defined as an employee who is neither a full-time nor a regular part-time employee and whose position has been designated as an intermittent position by his/her Appointing Authority.

ARTICLE 2
MANAGERIAL RIGHTS/PRODUCTIVITY

Section 1

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

Section 2

Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Department 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 2A
RULES AND REGULATIONS

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

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.

ARTICLE 3 UNION SECURITY

Section 1

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

Section 2

An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty (60) days' notice in writing to his/her Department Head.

Section 3

An employee may consent in writing to the authorization of the deductions 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 comptroller 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 comptroller 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

When a Bargaining Unit employee is promoted or changes job titles within the Unit or is recalled or returns from an authorized leave of absence without pay, the employee shall continue with his/her dues deduction and no new dues deduction authorization card will be requested, if at the time of his/her change of status there is in effect a current dues deduction card authorizing dues to be deducted and paid to the Union. Notification of any cancellation of dues deduction will be sent to the Union in accordance with Article 5.7.E. In any event, there shall be no liability on the part of the Employer under this section.

Section 6

The parties agree that it is the sole responsibility of an employee who promotes to a management position title, or out of the Bargaining Unit, to notify the Department's payroll office to cease any/all union dues deductions.

Section 7 Political Education Fund

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

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

ARTICLE 4 AGENCY FEE

Section 1

Each employee who elects not to join or maintain membership in the Union may pay a service fee to the Union in any amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

The agency service fee shall be calculated in accordance with the provisions of Chapter 150E and regulations adopted there under and shall not include costs for the following activities:

1. contributions to political candidates or political committees formed for a candidate or political party;
2. publicizing of an organizational preference for a candidate for political office;
3. efforts to enact, defeat, repeal or amend legislation unrelated to the wages, hours, standards of productivity and performance, and other terms and conditions of employment, and the welfare or the working environment of employees represented by the exclusive bargaining agent or its affiliates;
4. contributions to charitable, religious or ideological causes not germane to its duties as the exclusive bargaining agent;
5. benefits, which are not germane to the governance or duties as bargaining agent, of the exclusive bargaining agent or its affiliates and available only to the members of the employee organization.

Section 2

All members of the bargaining unit shall be entitled to representation and to all the rights and benefits provided under this agreement without regard to their membership, non-membership, or

agency fee status within the Union or its affiliates in accordance with applicable State and Federal Laws.

ARTICLE 5 UNION BUSINESS & LEAVE

Section 1 Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access shall be made at least one (1) day in advance of such use, unless under exigent circumstances, and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction whenever there is a change within said representation.

Section 2 Paid Union Leave for Grievance Processing

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. Requests for such time off shall be made in advance and shall not be unreasonably denied. The Union will furnish the Employer with a list of Union stewards and their jurisdictions. The Union shall delineate the jurisdiction of Union stewards so that no steward need travel between work locations or sub-divisions thereof while investigating grievances.

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 3 Paid Union Leave For Union Business

Time off without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend NEPBA conventions and conventions of the State, AFL-CIO and parent organizations. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions. Such paid leave shall not exceed a combined total of twenty (20) days per year for all elected and alternate delegates together.

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

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.

Time off without loss of wages, benefits, or other privileges shall be granted to the Union President for not more than sixteen (16) hours per week, with no more than eight (8.0) hours on a regularly scheduled workday, solely for the purposes of conducting union business between the bandwidth business hours of 5:00 a.m. to 5:00 p.m., when requested by the President upon written notification to their supervisor. A default weekly schedule for said Paid Union Leave shall be agreed to between the President and their supervisor in writing on at least a quarterly

basis. Any deviation from said default schedule in a given week upon written request of the President, shall be made preferably prior to the week in question, but no later than a day in advance of the workday in question and shall not be unreasonably denied by their Supervisor.

The Union will not request paid release time for Executive Board meetings more frequently than ten (10) work days per calendar year. The Union shall submit any request for paid union business leave for Executive Board Meetings not later than seven (7) calendar days in advance of the meeting date(s).

All leave under this section shall require prior approval of the Human Resources Division and shall be in writing. The Union agrees to provide seven (7) days advance notice. Requests for release time for the purpose of attending Union conventions must be made at least seven (7) calendar days in advance of such convention.

Section 4 Unpaid Union Leave

Upon request by the Union, one (1) employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one (1) or more additional periods of one (1) year or less at the request of the Union. Approved requests will be granted by the Department Head in the bargaining unit provided no adverse effect on the operations of the Department results.

Representatives and officers of the Union may be granted unpaid union leave 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.

All leaves granted under this Section shall be requested seven (7) days in advance and require prior approval of the Human Resources Division. Requests for unpaid union leave for the purpose of attending Union conventions must be made at least seven (7) days in advance of such conventions.

Witnesses called by the Union to testify at a Step III Conference or in an arbitration proceeding (Step IV) may be granted unpaid union leave without loss of benefits or other privileges (not including wages).

Section 5 Union Use of Premises

The Union shall be permitted to use facilities of the Department for the transaction of Union business during working hours and to have reasonable use of the Department's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law. Requests for such access shall be made at least one (1) day in advance of such use and will not be unreasonably denied. 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.

The Union shall be permitted one hour per year to address its members regarding various union issues.

Section 6 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 7 Employer Provision of Information

The Employer shall be required when requested 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 withdrew checkoff authorizations under ARTICLE 3, Sections 3.2 and 3.3 within two (2) months of such withdrawal.
- F. A list of employees in the Department by title listed within each title in order of date of employment. Such lists shall be updated each six (6) months.

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

One copy of said lists shall be sent to the Union, NEPBA.

Section 8 Orientation

Where the Department 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 Captain will be present at the Union orientation provided that said Captain 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, gender, sex, sexual

orientation, age, ethnicity, mental or physical disability, union activity, gender identity, military or veteran status.

Section 2

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

Section 3

The Statewide Labor/Management Committee established pursuant to ARTICLE 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 or in Governor's Executive Order #253 (1988) or as subsequently amended.

Section 4

The provisions contained in Article 14 and Article 18 shall not be construed to impede the implementation of affirmative action programs developed by the Department in accordance with goals set forth in this Article.

Section 5

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

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Section 6

A grievance alleging a violation of Section 5 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 6A MUTUAL RESPECT

The Commonwealth and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the Commonwealth's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive and inappropriate language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior, and who want to pursue the matter, shall raise their concerns with an appropriate manager or supervisor as soon as possible, but no later than ninety (90) days from the occurrence of the most recent incident(s). In the event the employee(s) concerns have been formally raised at the agency level and are not addressed, within a reasonable period of time, the employee or the union may file a grievance at step 3 of the grievance procedure as set forth in Article 23 (notice shall be sent concurrently to the Agency Head or designee). If an employee, or the union, requests a hearing at step 3, such hearing shall be granted. Grievances filed under this section shall not be subject to the arbitration provisions set forth in Article 23. No employee shall be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this program.

ARTICLE 7 WORKWEEK AND WORK SCHEDULES

Section 1 Scheduled Hours, Workweek, Workday

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees 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. Captains assigned to institutions within the Massachusetts Department of Correction shall be allowed to select shift and days off in accordance with seniority in twenty-four (24) month intervals. The Superintendent at each site shall have full discretion to determine the available shift and days off for Captains to bid on. All available bids shall be posted with the Captain's office for a period of ten days. Upon completion of the bid process, Captains shall be given a ten day notice in writing prior to the start of their new assignment.

When a Captain vacancy occurs within the 24 month period due to retirement, transfers or otherwise, Captains assigned to respective shifts facility may submit a request to fill the vacated shift and days off. The Superintendent shall reserve the right to decline the initial request for

operational needs but must grant the request prior to the vacancy being filled by either transfer or promotion.

When a long term vacancy (60 days or longer) occurs due to extended illness or some other inability to fill the vacancy, the Superintendent reserves the right to determine and re-post available shift and days off for the remaining Captains at the facility prior to the (24) month interval. The Superintendent may also reassign a voluntary Captain based on seniority. When said long term vacancy is filled, the Superintendent shall re-determine for bid purposes all shift and days off in accordance with the full complement of Captains. Existing Captains shall be allowed to bid prior to accepting transfers.

In cases of new Captain being assigned to a facility due to promotion or transfer, said Captains shall be allowed to immediately bid on all vacant shift and days off in order of preference by seniority. Superintendents shall however have complete discretion to assign the shift and days off (including varying shifts) for the purposes of institution orientation and cross training for up to 30 days.

Specific Job assignments (i.e. Shift Commander, Special Housing, Unit Team etc.) are at the sole discretion of the Superintendent and may be changed at any time.

The Superintendent at each site shall be allowed to select the Administrative Captain position which will be considered management designated assignment in which a Captain can accept a voluntary shift and day off assignment regardless of seniority.

Seniority shall be defined in order of:

- A) Length of Service as a Captain within the Department of Correction
- B) Final Overall Civil Service Captain Exam Score
- C) Length of Service as a Lieutenant within the Department of Correction
- D) Final overall Civil Service Lieutenant Exam Score
- E) Length of Service as a Sergeant within the Department of Correction
- F) Final Overall Civil Service Sergeant Score
- G) Length of Service as a Correction Officer within the Department of Correction
- H) Final Overall Civil Service Correction Officer Score
- I) Training Academy Score
- J) Length of Service as a State Employee of the Executive Branch

This agreement shall not pertain to Captains positions within divisions of the Department of Correction. Such positions shall be awarded to individuals based on an interview process and shift and days off shall be at the sole discretion of the Director in charge of such divisions.

D. To the extent practicable, the normal work week shall consist of five (5) consecutive days 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. This subsection shall not apply to employees in authorized flexible hours programs.

Section 2 Overtime

A. An employee shall be compensated at the rate of time and one half his/her regular rate of pay for authorized overtime work performed in excess of forty-one and one quarter (41.25) hours per week.

B. An employee whose regular workweek is less than forty hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty 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 vacation 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. Employees who are engaged in special kinds of activities where scheduling of such work during regularly scheduled hours is not feasible, shall not be paid overtime on a weekly basis but may be given compensatory time off for such overtime work.

G. The Employer shall make every effort to compensate employees for overtime no later than the second payroll period following the payroll period of the overtime worked.

H. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek. The Department will make every effort to offer said overtime assignments to employees covered by this Agreement before said overtime is offered to employees not covered by this Agreement. Department heads and union representatives at each location shall work out procedures for implementing this policy of disturbing overtime work.

I. The provisions of this Section shall not apply to employees on full travel status.

J. Upon the request of an employee, an Appointing Authority shall grant compensatory time in lieu of payment for overtime at the rate of not less than one and a half hours for each hour of employment for which overtime compensation would be required under this Article. This shall be designated on the overtime form supplied by the Employer.

Total compensatory hours accrued pursuant to this Article in lieu of overtime and as holiday compensatory hours provided for in Article 10 Holidays shall not exceed ninety (90) hours and may be utilized in one-half hour (0.5) increments. Should the compensatory hours exceed the maximum compensatory hours limit of ninety (90) hours, the employee shall be paid for hours worked at their regular hourly overtime rate.

An Appointing Authority shall permit the use of compensatory time at the employee's request, provided the use of compensatory time does not unduly disrupt the operation of the Department. Upon termination, an employee shall be paid for all unused compensatory time at the final regular rate of pay.

K. For employees who are required to work a second or third shift, overtime shall be compensated at his/her 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.

L. Should an employee on stand-by duty be required to report to work, such employee shall receive, in addition to his/her stand-by pay, additional pay for all hours worked on an overtime basis in accordance with Section 2 (overtime) and Section 5 (call back) of this Article and all other relevant provisions of this Agreement. When the practice has been for the Employer to provide the employees on stand-by with an electronic paging device, this practice shall continue.

M. Employees assigned to mandatory overtime shall not 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.

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 and the needs of the employee.

Section 4 Rest Periods

Employees may be granted a rest period of up to fifteen (15) minutes per work day. However, employees shall continue to enjoy the same rest period benefits which existed for them as of the effective date of this Agreement.

Section 5 Call Back Pay

A. An employee who has left his/her work place of employment after having completed work on his/her regular shift, and who is called back to his/her work place prior to the commencement of his/her 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.

B. 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. This shall include situations where an employee fulfills his/her call back assignment through the use of an electronic communication device such as a telephone or “networked” computer.

Section 6 Stand-by Duty

A. Effective the first full pay period of January 2025, an employee who is required by the Department Head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed thirty-five dollars (\$35.00) 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 day 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 contacted, no stand-by pay shall be paid to the employee for the period.

D. Effective the first full pay period of January 2025, an employee who is required by the Department Head, as a condition of employment, to be available by electronic pager to report to duty immediately upon being paged shall be reimbursed at a rate not to exceed thirty-five dollars (\$35.00) for such stand-by period.

Section 7 Shift Differentials

A. Effective the first full pay period of January 2025, full-time employees whose regular workday is on a second or third shift as hereinafter defined will receive a shift differential of two dollars and seventy-five cents (\$2.75) 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 overtime rate for employees whose regularly scheduled workday is on the second or third shift shall be computed based on the following method: the regular hourly salary rate plus the hourly shift differential times one and one-half equals the overtime rate.

Section 8 Roll-Call Period

All employees shall be required to attend daily rollcall 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 9 Weekend Differential

A. Effective the first full pay period of January 2025, employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of two dollars twenty-five cents (\$2.25) per hour for each hour worked not to exceed eight (8.0) hours per day when rendering service on a weekend shift.

B. For the purposes of this Section, a weekend shift shall be defined as a shift that commences on or after 10:59 p.m. on Friday and concludes on or before 11:00 p.m. on Sunday.

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

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

For the purpose of ARTICLE 8 – LEAVE, ARTICLE 9 – VACATIONS, and ARTICLE 10 – HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

Section 10 Bilingual Differential

A. Effective the first full pay period of January 2025, employees authorized by their Appointing Authority or their designee to provide bilingual services "as a significant component of their job" (interpreted to be 50% or more of their job) shall receive a differential of eighty dollars (\$80.00) per biweekly period. This differential does not apply to an employee who is

otherwise specifically compensated to provide such service but shall be applicable to employees who provide bilingual services in sign language.

B. The Commonwealth and the Union shall, over the course of this Agreement, conduct a comprehensive review of this Differential. This review will consider and ensure that the Differential is consistent with Executive Order 615 Promoting Access to Government Services and Information by Identifying and Minimizing Language Access Barriers. Any changes agreed to shall apply only to future recipients of the Differential.

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:

<u>Scheduled Hours</u>	<u>Sick Leave Accrued</u>
80 hours bi-weekly	4.61544 hours

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. There shall be no limit to the number of unused sick leave credits which an employee may accumulate.

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 purpose of:
 - a. caring for:
 - the spouse or domestic partner (as defined by M.G.L. c. 175M);
 - child, foster child, stepchild, child of spouse or domestic partner;
 - parent, stepparent, parent of spouse or domestic partner, or parent's domestic partner;
 - brother, sister, or stepsibling;
 - grandparent, step-grandparents, grandparent of spouse or domestic partner, or grandparent's domestic partner;
 - grandchild, step-grandchild, grandchild of spouse or domestic partner;
 - person for whom the employee is legal guardian; or

- a relative living in the household who is seriously ill; or
 - b. Parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this section shall not be required to submit a medical certification, unless the appointing authority has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8.7.1 below.
3. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.
 4. When, through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
 5. When appointments with licensed medical, mental health, or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.
 6. When an employee is absent due to the excessive use of alcohol or narcotics, becomes and continues to be an active participant in an approved counseling service program.
 7. 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 DCF 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 SERV volunteer programs for the above cited foster care activities.

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. This restriction shall not apply to any unpaid hours for approved union business leave.

E. Upon return to work following a sick leave in excess of five (5) consecutive work days, or when the Appointing Authority has reason to suspect that an employee is unfit for duty, an employee may be required to undergo a medical examination by an Employer appointed physician to determine his/her fitness for work. If the examination by the Physician reveals that the employee is fit for duty, the employee will immediately return to duty without loss of wages or leave. If the examination by the Physician reveals that the employee is unfit for duty, the

employee's own leave time will run from the time the employee left the work location. The employee, if found unfit for duty and if he/she desires, may then receive an examination by a physician of his/her own choice. The employer will bear the costs of the employee's initial examinations under this paragraph E.

F. Sick leave must be charged against unused sick leave credits in units of fifteen minutes, but in no event may the sick leave credits used be less than the actual time off.

G. An employee having no sick leave credits, who is absent due to illness may, at the employee's discretion, be placed on available vacation leave under Article 9. Additionally, the Appointing Authority may grant such employee a leave of absence without pay or an extension of a leave of absence without pay only upon the written request of the employee.

Such written request shall include a detailed statement of the reason for the requested leave and shall be accompanied by substantiating proof of such an illness. No leave of absence granted pursuant to this paragraph shall be for a period longer than three (3) months.

H. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the 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 Workers' 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. Employees requesting sick leave under this Article must notify the designated representative of the Appointing Authority at least one (1) hour before the start of his/her work shift on each day of absence. Repeated violations of this notification procedure may result in the denial of sick leave. Such notice must include the general nature of the illness or injury and the estimated period of time for which the employee will be absent. Where circumstances warrant, the Appointing Authority or designee shall reasonably excuse the employee from such daily notification.

K. 1. Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require satisfactory medical evidence from the employee. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall

receive prior notice that the Appointing Authority believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.

2. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, Clinical Psychologist, Licensed Independent Clinical Social Worker (LICSW), or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1.C.2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question.

A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within ten (10) calendar days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

3. Any inappropriate use of sick leave shall be recorded as unauthorized leave without pay and (may) result in discipline.

L. When an employee requests FMLA leave, or when the Employer acquires knowledge that an employee's leave may be for an FMLA qualifying reason, the Employer must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days absent extenuating circumstances. Employees who are believed, by the employer, to have a serious medical condition qualifying for FMLA leave will obtain from their Healthcare Provider a completed "Certification of Healthcare Provider for Employee's Serious Health Condition" form (D-1). The employee will return this form within 15 days of receipt. In the event of an unanticipated illness, an employee who returns to work within 8 working days of the beginning of their absence will not be required to return form D-1 to his/her employer.

M. In extraordinary circumstances, where the Appointing Authority, or the designated person in charge if the Appointing Authority is unavailable, has sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, the Appointing Authority or the designated person in charge may authorize the removal of such employee from the workplace. It is understood that the employee might not recognize or acknowledge such unfitness. Notification shall be made to the NEPBA Attorney-of-the-Day as soon as possible, by the Appointing Authority or his/her designee when an employee is removed from the workplace in accordance with this paragraph.

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

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

O. Employees whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. Upon the death of an employee who dies while in the employ of the Commonwealth, twenty percent (20%) of the value of the unused sick leave which the employee had personally earned and accrued as of the time of death shall be paid in the following order of precedence, as authorized by the 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.

P. 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.

Q. 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.

R. 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. 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.

S. 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 paid period in each January, full-time employees on the payroll as of August 16, 2011, will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
40.0 hours per week	40.000 hours

During the first full paid period in each January, full-time employees hired after the effective date of this Agreement will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
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 the Department. Full-time employees hired or promoted into the bargaining unit after the first full pay period in January 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 Credits</u>
January 1 – March 31	40.0 hours	24.0 Hours
April 1 - June 30	40.0 Hours	16.0 Hours
July 1 – September 31	40.0 Hours	8.0 Hours
October 1 – December 31	40.0 Hours	0 Hours

Except as provided for herein, any 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 days for regular part-time employees will be granted on a pro-rata basis. Employees' personal leave balances shall be charged for time used on an hour-for-hour basis, e.g. one hour charged for one hour used and may be used in conjunction with vacation leave. Charges to personal leave may be allowed in units of not less than one-half hour. An employee who cannot utilize his/her personal leave in the months of November and December, due to the operational needs of the Department shall be permitted to carry over one day of personal leave credit not utilized, to the next calendar year.

B. Nothing in this Section shall be construed as giving more than three (3) personal days (to employees hired after the effective date of this Agreement) in a given year, or more than five (5) personal days (to employees on the payroll as of August 16, 2011) in a given year except in the following instance: any employee covered by this Agreement, who has been prevented from utilizing any of the allowable three (3) or five (5) days personal leave per year due to the operational needs of the Department and where such personal leave time was denied by an authorized agent of the Department after October 1st of the year in question but before December 31st 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) or more than five (5) personal days 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

Paid leave granted under this Section shall be prorated for regular part-time employees.

A. Upon evidence satisfactory to the Appointing Authority of the death of a:

- Spouse or domestic partner (as defined by M.G.L. c. 175M)
- Child
- Foster child
- Stepchild living in the household of an employee
- Child of a domestic partner living in the household

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 of a child, foster child, child of a domestic partner living in the household or stepchild living in the household of an employee, and within ninety (90) calendar days from the date of death of the employee's spouse or domestic partner.

B. Upon evidence satisfactory to the Appointing Authority of the death of:

- Step child not living in the household
- Child of domestic partner not living in the household
- Parent
- Stepparent
- Brother
- Sister
- Grandparent
- Grandchild
- Person for whom the employee is legal guardian
- Parent of spouse or domestic partner
- Person living in the household of the employee

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 of spouse or domestic partner
- Sister of spouse or domestic partner
- Aunt
- Uncle
- Grandparent of the employee's spouse or domestic partner
- Grandchild of the employee's spouse or domestic partner

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 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 presentation of the appropriate summons to the Department Head by the employee.

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

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
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 outside their capacity as an employee or as part of their civic duty, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her supervisor/manager.

Civic Duty court leave does not apply to employees who, as part of their regular work responsibilities or in their capacity as Commonwealth employees, are summoned as witnesses in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government as the employee is compensated as part of regular work time.

Similarly, Civic Duty court leave shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

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

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

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

Section 6 Military Leave

Military Leave shall be granted in accordance with applicable State and Federal law.

Section 7.1 Family Leave

During family leave taken in conjunction with the birth, adoption or placement of the employee's child, an employee shall receive his/her salary for ten (10) days of said Family leave, at the option of the employee. An employee who is ineligible for family leave because they are in their probationary period, may use the ten (10) days in advance of eligibility, but said time will count toward their twenty-six (26) week allotment referenced in Section 7.2.A.1 Family Leave. The ten (10) days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth of adoption, except that this leave may not be charged in increments of less than one (1) day. For cases of foster placement, if the placement is less than 10 days, the number of paid days shall equal the number of work days that fall within the placement time period. 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. The ten (10) days of paid family leave granted under this Section shall be prorated for regular part-time employees based on the regular weekly hours of the part-time employee.

Section 7.2 Family and Medical Leave

A. Family Leave

1. An Appointing Authority shall grant to a full-time or part-time employee who has been employed for at least nine (9) months, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within twelve (12) months following the birth or placement. The ability to take leave ceases when a foster placement ceases unless the need for additional leave is directly connected to the previous placement.

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

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 temporarily backfill

for an employee who is on family leave. Such assignment may not be subject to the grievance procedure.

4. At the expiration of the family leave, the employee shall be returned to the same 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 only for the first eight (8) weeks of such unpaid leave. Notwithstanding any other provision of the Agreement to the contrary, the family leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave.
6. During the time an employee is on family leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover, as provided under FMLA, the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave.

B. Medical Leave

1. An Appointing Authority shall grant to a full or part time employee who has been employed for at least nine (9) 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. For this leave, under the Family and Medical Leave Act, 29 U.S.C. 2611 et seq., and accompanying regulations, 29 C.F.R. Part 825, the Employer will request medical certification at the time the employee gives notice of the need for the leave within five business days thereafter, or in the case of the unforeseen leave, within five business days after the leave commences. In the event of an unanticipated illness, an employee who returns to work within eight (8) working days of the beginning of their absence will not be required to return form D1 to his/her employer.
2. Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, the Appointing Authority shall grant the employee, on a one-time basis, up to an additional twenty-six weeks of non-intermittent FMLA leave.
3. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave.

The employee shall utilize the medical certification recommended by the Department of Labor (29 C.F.R. Section 825.306(a)), when requesting medical leave or when requested to provide such medical evidence by the Appointing Authority. (See FMLA Form 1 and FMLA Form 2).

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.

4. 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.

Employees who provide satisfactory medical documentation to support an intermittent FMLA for a spouse, child or parent, may utilize up to sixty (60) days of their FMLA allotment provided for in Section 8.7.2(B)(1) for intermittent absences. Employees may utilize up to one hundred (100) days of their FMLA allotment if the intermittent absence is due to a serious health condition of the employee which prevents the employee from being able to perform the functions of their position.

Where an 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 to care for a spouse, child, or parent, or beyond one hundred (100) days for the employee's own serious health condition if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed in a twelve (12) month period. For this purpose, a rolling twelve (12) month period will be used measured as the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under Section 8 of this Article commences for the employee.

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 of 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 and based upon their intermittent determination shall not be eligible for the Catastrophic leave extension.

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 as 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 for the spouse, child, or parent, and one hundred (100) days for the employee 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.

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

will extend the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

7. Between periods of unpaid medical leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.
8. During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.

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 backfill for an employee who is on non-FMLA family leave. Such assignment may not be subject to the grievance procedure.

The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of grandparent, grandchild, sister or brother living in the same household, or child - whether or not the child (or children) is the natural, adoptive, foster, stepchild or child under legal guardianship of the employee.

B. Ten (10) days of non-FMLA family leave may be taken in not less than one-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 weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 9

For the purposes of ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal eight hour workday shall mean eight (8) hours, and for the purpose of ARTICLE 9 VACATIONS, the term "week" with respect to such employees shall mean forty (40) hours.

Section 10 Educational Leave

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

Section 11 Authorized Leave of Absence Without Pay

The Department Head, or his/her designee, may grant an employee a leave of absence or an extension of a leave of absence upon written request filed by the employee. The written request shall include a detailed statement of the reason for the requested leave and if the absence is caused by illness, shall be accompanied by substantiating proof of such illness. A copy of the approved written request shall be placed into the employee's personnel file.

No leave of absence for a period longer than three (3) months, except one granted because of illness as evidenced by the certificate of a physician and approved by the Appointing Authority, shall be granted pursuant to this Section without the prior approval of the Appointing Authority.

If an employee shall fail to return to his/her position upon completion of the period for which a leave of absence has been granted, the Appointing Authority shall, within fourteen (14) days after the completion of such period, give notice that his/her employment is considered to be terminated.

Section 12

Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2611 *et seq.*, and accompanying regulations, 29 C.F.R. Part 825, the employer may request medical certification after the leave commences if the employer later has reason to question the appropriateness of the leave or its duration. Said certification shall be in accordance with Section 1.K.2 of this Article.

Section 13 Domestic Violence / Sexual Assault or Stalking 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/herself 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, domestic violence, sexual assault or stalking 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.

If the employee has accrued sick leave, personal leave, compensatory leave or vacation leave credits at the completion of his/her domestic violence 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.

Section 14 Paid Family Medical Leave (PFML)

A. Leave granted under the Paid Family Medical Leave Act, M.G.L. c. 175M, which does not otherwise qualify for leave under the FMLA or this Article, shall be used concurrently with the leave granted by this section, to the extent that such leave exceeds the twelve (12) weeks of leave granted by the Federal Law/FMLA.

B. During an approved qualifying leave, employees may elect as to whether they would like to utilize their paid leave accruals only or apply for a paid benefit from the DFML. Employees who apply for a paid benefit from the DFML may utilize their accruals in accordance with M.G.L. c. 175M.

C. Pursuant to M.G.L. c. 175M, any paid leave granted to the employee by the Administrator and/or the Employer for any given week shall not exceed the employee's average weekly wage. For this purpose, average weekly wage has the same meaning as provided in M.G.L. c. 151A, §I(w).

D. An employee who has been granted paid leave in any given week in excess of their average weekly wage as described in this Section shall be deemed to be in receipt of an overpayment. When the Employer determines that any employee has been overpaid, it shall notify the employee of this fact and the reasons, therefore. Following notice from the Employer, the Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and the employee agree to another arrangement.

**ARTICLE 9
VACATIONS**

The parties agree effective November 2, 2025, the Commonwealth and NEPBA will transition from monthly to bi-weekly accruals for vacation benefits. All paid leave time shall be prorated for regular and part-time employees.

Section 1

The vacation year shall be the first full pay period in January through the last full pay period inclusive of December 31 of the same calendar year.

Section 2

A. Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth at the end of each pay period as follows:

<u>Length of Continuous Full-Time Creditable Service</u>	<u>Scheduled Hours/Week</u>	<u>Vacation Credits Accrued</u>
Less than 4.5 years	40.0	3.07696 hours
4.5 years, but less than 9.5 years	40.0	4.61544 hours
9.5 years, but less than 19.5 years	40.0	6.15392 hours
19.5 years or more	40.0	7.69232 hours

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

All service beginning on the first working day in the state agency where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article. Employees whose service commences during the middle of a bi-weekly pay period shall have vacation leave credits prorated accordingly.

Section 3

A full-time employee on leave without pay and/or absent without pay during the pay period shall earn vacation leave credits based on the hours paid in the bi-weekly pay period.

Section 4

Employees will be credited with the next higher level accrual status during the pay period that includes July 1 of the fiscal year that the employee reaches the next higher vacation accrual status.

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.

A regular part-time employee on leave without pay and/or absent without pay during the pay period shall earn vacation leave credits based on the hours paid within the bi-weekly pay period.

Section 6

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

Section 7

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, shall be given to employees on the basis of years of employment with the Commonwealth.

Unused vacation leave earned during the previous two (2) vacation years can be carried over to the new calendar year beginning with the first full pay period in January for use during the following vacation year. Annual earned vacation leave credit not used by the last full pay period inclusive of December 31 of the second year it was earned will be forfeited.

The Department Head is charged with the responsibility of seeing that vacation is taken in order that the employee does not lose vacation credits. Each employee shall receive annually, on or before October 1st, as of September 1st, a preliminary statement of the available vacation credits from the local office. A central office statement shall be forthcoming to each work location by October 31st for dissemination to each employee.

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

Section 8

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 9

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 (0.5) hour.

Section 10

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

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

- First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system, and
- Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 11

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

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

Section 12

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

Section 13

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 14

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 7 of this Article would lose such vacation credits, the Appointing Authority of such employee shall convert such vacation credits to sick leave credits in the new calendar year in which such vacation credits would be lost if not taken beginning with the first full pay period in January.

**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
Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veteran's 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 Department.

Section 3

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

Section 4

When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive pay for one day at his/her regular rate or accrue compensatory hours at the straight rate for the actual hours worked to be taken at a time approved by the Department Head.

Section 5

An employee required to work on a holiday shall accrue compensatory hours at the straight rate for the actual hours worked. Such compensatory time shall be added to the compensatory hours bank not to exceed a total of ninety (90) hours. Should the holiday compensatory hours exceed the maximum compensatory hours limit, or upon request of the employee, the employee shall be paid for the holiday hours worked at the straight rate of pay in addition to pay for the holiday worked.

Section 6

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

B. A part-time employee who is scheduled but not required to work on a holiday, who receives less holiday credit than the number of hours he/she is regularly scheduled to work, may use other available leave time, or upon the request of the employee and approval by the Appointing Authority, subject to operational needs, may make up the difference in hours that same workweek. The scheduling of these hours will be at a time requested by the employee and approved by the Appointing Authority, subject to operational needs.

Section 7

Total compensatory hours accrued pursuant to this Article and in lieu of overtime as provided in Article 7.2.J shall not to exceed a total of ninety (90) hours and may be utilized in one-half (0.5) hour increments. Should the holiday compensatory hours exceed the maximum compensatory hours limit, or upon request of the employee, the employee shall be paid for the holiday hours worked at the straight rate of pay in addition to pay for the holiday worked.

Section 8

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

Section 9

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

Section 10 Holiday Differential

Effective the first full pay period in January, 2017, employees rendering service on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall receive a holiday differential of two dollars (\$2.00) for each hour worked in addition to any other applicable differentials.

ARTICLE 11 EMPLOYEE EXPENSES

Section 1

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of sixty-two (\$0.62) cents per mile.

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 a Web-based service as a guide.

Effective July 10, 2005, employees shall be reimbursed for reasonable associated costs for parking and tolls for authorized travel.

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

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the 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.

B. Effective the first full pay period of January 2025, employees may be reimbursed up to 50% of qualifying public transit purchases through the Commonwealth Employee TransitMatch benefit plan debit card for the purpose of the employee commuting to and from work. This reimbursement shall not exceed \$150/month and specifically does not include expenses for parking.

Section 2

A. Effective the first full pay period of January 2025, 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:

<u>Meals</u>	<u>Maximum Allowance</u>	<u>Applicable Period</u>
Breakfast	\$ 7.50	3:01 to 9:00 A.M.
Lunch	\$13.00	9:01 to 3:00 P.M.
Supper	\$19.00	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 six (6:00) a.m., for lunch if such assignment ends before noon or for supper if such assignment ends before ten (10:00) p.m.

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

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

E. Effective the first full pay period of January 2025, employees who are required to travel out of state for assignments of more than twenty-four (24) hours in duration shall, in lieu of the meals reimbursement provided in paragraphs A through D of this Section, receive a payment of forty-nine dollars (\$49.00) for each whole day during which they are on such assignment. Said payment shall be pro-rated for each partial day during which said employees are on such assignment. For the purposes of this paragraph:

1. A whole day shall be a twenty-four (24) hour period commencing at midnight; and
2. The duration of an out of state travel assignment shall begin upon the employee's departure from his/her home or work location directly to the destination of the travel assignment and shall conclude with the employee's arrival at his/her home or work location directly from said travel assignment.

Section 3

Effective the first full pay period of January 2025, employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 a.m. to 9:00 a.m.	\$ 5.50
Lunch	9:01 a.m. to 3:00 p.m.	\$ 7.50

Dinner	3:01 p.m. to 9:00 p.m.	\$11.50
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$ 5.50

**ARTICLE 12
SALARY RATES**

Section 1

The following shall apply to full-time employees:

- A. Effective the first full pay period of January 2025, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.
- B. Effective the first full pay period of July 2025, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.
- C. Effective the first full pay period of January 2026, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.
- D. Effective the first full pay period of July 2026, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.
- E. Effective the first full pay period of January 2027, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.

Section 2

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

Section 3

The salary rate for employees hired, reinstated or reemployed on or after January 1, 2000 shall be Step 1 for the job group of his/her position except in cases where a new employee is hired by the Department at a salary rate, approved by the Personnel Administrator, above Step 1.

Section 4

- A. Under the terms of this Agreement, an employee shall advance to the next higher

salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her Appointing Authority. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date.

B. In the event an employee is denied a step rate increase by his/her Appointing Authority, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases, except in circumstances when an employee qualifies for Family and Medical Leave (FMLA), Paid Family and Medical Leave (PFML) or any other unpaid leave taken pursuant to Article 8.

Section 5

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

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

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

Section 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. Employees entering a position covered by this Agreement from a position in a higher salary grade 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 new job grade or higher job grade, provided that in no event shall the employee receive a salary higher than that received in the position held prior to being lowered in job group.

Section 8

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

Effective January 1, 2000, or on such a later date as may be determined by the Employer,

salary payments shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

Section 9

Whenever an employee is promoted into a position covered by this Agreement within ninety (90) days of their anniversary date in the lower grade, the promotion calculation will be as if the anniversary step increase had already occurred.

Whenever an employee is promoted into a position covered by this Agreement, the employee's new salary rate shall be calculated as follows:

1. For employees who are below the maximum step within their current job:
 - a. Determine the employee's current salary rate and step within his/her current job group; then
 - b. Find the salary rate of the next higher step within the employee's current job group; and
 - c. Multiply the employee's current salary rate by one and five one-hundredths (1.05); then
 - d. Compare the higher of the resultant amounts from b) or c) above to the salary rates for the higher job group into which the employee is being promoted.
 - e. The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from d) above.

2. For employees who are at the maximum step within their current job:
 - a. Determine the employee's current salary rate and step within his/her current job group; then,
 - b. Multiply the employee's current salary rate by one and five one-hundredths (1.05); then,
 - c. Compare the resultant amount from b) above to the salary rates for the higher job group into which the employee is being promoted.

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

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 two (2) representatives designated by the Employer and two (2) 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 agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union.

The Board of Trustees of the Health and Welfare Fund shall determine, in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust, such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 2 Funding

A. Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of fourteen dollars and fifty cents (\$14.50) per calendar week.

B. Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of fifteen dollars (\$15.00) per calendar week.

C. Effective the first pay period in January 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.50 per calendar week. Effective the first pay period in June 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$16.00 per calendar week. The Board of Trustees shall continue to maintain the Day Care Assistance Program for the duration of this agreement.

D. Effective the first full pay period in January, 2015, \$2,100 for the purpose of education assistance, training, or other purposes as determined by the Commonwealth/NEPBA Health and Welfare Trust Fund. Effective the first full pay period in January 2016, \$2,100 for the purpose of education assistance, training, or other purposes as determined by the Commonwealth/NEPBA Health and Welfare Trust Fund.

E. 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: (For the UMass system, "tuition remission" is defined as the "student tuition credit").

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

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

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

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

E. 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) will require the subordination of spousal eligibility rights to those remission benefit rights extended to full-time state employees in different bargaining units as well as full-time employees covered by the provisions of this Agreement.

ARTICLE 13C DEPENDENT CARE

The Employer 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.

ARTICLE 14 PROMOTIONS AND TRANSFERS

Section 1 Promotional Probationary Periods

A. An employee promoted to a position covered by this Agreement shall serve a probationary period of nine (9) months. Probationary periods may be extended one (1) time for up to ninety (90) days with concurrent notice to the Union and the employee. Such notice shall be reduced to writing and include the reason for extending the probationary period.

B. All promotions shall be contingent on successful completion of the probationary period.

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

D. 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.

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.

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, provided that there is a vacant, fillable position in the job title from which he/she was promoted.

Section 2 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. Transfers shall not be implemented for disciplinary reasons that are arbitrary or capricious. 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 twenty (20) working days written notice; or, in the case of voluntary transfers, ten (10) working days' notice unless mutually waived.

D. Employees who are transferred voluntarily shall retain their shift and days off for thirty (30) calendar days, during which time they shall bid on open shifts/days off.

E. Employees who are transferred pending an investigation will retain their shift/days off.

Section 3

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.

ARTICLE 15 CONTRACTING OUT

Section 1

Should it become necessary, a Special Labor Management Committee may be formed to advise the Secretary of A & F on contracting out of personnel services. The Committee shall consist of two persons designated by NEPBA and two persons designated by the Personnel Administrator. Said Committee shall develop and recommend to the Secretary of A & F procedures and criteria governing the purchase of contracted services by the Commonwealth where such services are of a type traditionally performed by bargaining unit employees.

Section 2

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

The Committee shall examine both the cost effectiveness of such contracts and their

impact on the career development of NEPBA members. In the event that the parties fail to reach an agreement in the Committee, the parties agree to submit the matter to an expedited fact-finding process.

Section 3

When the Department contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the Employer and the Union shall discuss the availability of similar positions within the Department for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

Section 4

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

ARTICLE 16 CLASSIFICATION AND RE-CLASSIFICATION

Section 1 Class Specifications

The Human Resources Division shall determine:

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

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

Section 2 Employee Access

Each employee in the bargaining unit shall be provided with a copy of 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 23 herein.

Section 4 Class Reallocations

Class reallocations may be requested by the Union whenever it believes a reallocation is

justified. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court to provide the necessary funding for such class reallocation. If, however, the parties are unable to reach agreement the matter shall not be subject to the grievance procedure.

Section 5

The Employer and the Union agree that the procedure provided in Section 16.4 shall be the sole procedure for class reallocations for all classes covered by this Agreement. No other class reallocations shall be granted under any other provisions of this Agreement.

ARTICLE 17 TECHNOLOGICAL CHANGE

Section 1 Introduction

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

The Commonwealth and the Union are committed to the concepts that technology was not intended to replace state employees; that the transition be orderly and comfortable to agencies and employees; that the Union provide input in developing implementation, health and safety guidelines; and that adequate and appropriate training be available to employees to provide for job protection and advancement or retraining.

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

C. The Commonwealth and the Union further 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 parties recognize and acknowledge that HR/CMS (Human Resources/Compensation Management System) is the Commonwealth's current payroll and personnel system, and that the Union will continue to accept such changes to business practices, procedures, and functions as are necessary to achieve the maximum utility of HR/CMS.

The parties further understand that, during the life of this Agreement, the Commonwealth may initiate efforts toward a successor to HR/CMS. In such event, the parties shall establish a special labor-management committee comprised of an equal number of NEPBA and management representatives. The committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining units that may arise from such a change of payroll and personnel

systems. The committee will be convened in advance of any such changes to business practices that may significantly impact the membership.

Section 2 Joint Committee on Technological Change and Automation

To ensure that the introduction and implementation of technological changes in the workplace occur in the most effective manner, a Joint Committee with equal representation from HRD and the Union be established. The purpose of the Joint Committee will include:

1. To review the impact of technological changes as soon as possible after the development of the implementation plan,
2. To meet and discuss the impact of the implementation plan on such issues as wage and classification changes; career ladder realignment; methods of introduction of new equipment and operating procedures; ergonomic specification; health and safety issues; training and job redesign.
3. To develop and recommend specific training programs and/or procedures regarding use and operation of computer equipment.
4. To review specific problems as they arise.

Section 3 Ergonomic Guidelines

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

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

Grievances alleging a violation of this section may be grieved through step III of the grievance procedures of Article 23 Section 2.

Section 4 Classification

The parties agree that where jobs are significantly impacted by the introduction of technology/automation, these jobs will be subject to the appropriate review through the class reallocation appeals process designated in Article 17.4 of this Agreement. Where possible, new job classifications will be included in the bargaining unit.

Section 5 Health and Safety

A subcommittee of the Joint Committee will be established to review and discuss health and safety guidelines.

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

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

C. Agencies will provide safety training on all equipment for all operators. Wherever, possible, VDT's will be fitted with proper equipment to prevent possible radiation hazards.

D. Agencies will make every effort to ensure safe equipment through regular monitoring and maintenance of equipment and will provide necessary materials for routine maintenance by operators.

Section 6 Training

The Commonwealth and the Union recognize that the introduction of technological changes will require the need for employees to develop many different or new skills. To ensure that employees are adequately prepared to retain their current positions or to move into newly automated positions, the State is committed to providing training programs in the use of computer equipment as well as generic training for specific programs.

Section 7 Technology Resources

The parties specifically agree that all hardware, software, databases, communication networks, peripherals, and all other electronic technology, whether networked or free-standing, is the property of the Commonwealth and is expected to be used only as it has in the past for official Commonwealth business. Use by employees of the Commonwealth's technological resources constitutes express consent for the Commonwealth and its Department/Agencies to monitor and/or inspect any data, any electronic mail messages, and any web sites that they may access. The Commonwealth retains, and through its Departments/Agencies, may exercise the right to inspect any user's computer, any data contained in it, and any data sent or received by that computer.

Notwithstanding the above, under no circumstances will the following be considered valid business uses of the Commonwealth's technology:

- In furtherance of any illegal act, including violation of any criminal or civil laws or regulations, whether state or federal;
- For any political purpose;
- For any commercial purpose;
- To send threatening or harassing messages, whether sexual or otherwise;
- To access or share sexually explicit, obscene, or otherwise inappropriate materials;
- To infringe any intellectual property rights;
- To gain, or attempt to gain unauthorized access to any computer or network;
- For any use that causes interference with or disruption of network users and resources, including propagation of computer viruses or other harmful programs;
- To intercept communications intended for other persons;
- To distribute chain letters; or
- To access online gambling sites.

The parties agree that the foregoing list and policy is not all-inclusive and will meet as needed to make appropriate modifications thereto.

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

ARTICLE 18 LAYOFF PROCEDURE

Section 1 Applicability

The provisions of this Article shall apply only to non-civil service employees and shall not apply to the separation from a position by reason of the certification of a civil service list by the Personnel Administrator, provided, however, that the employee displaced by the use of the civil service list shall be the least senior person in the title in the work unit to which the civil service appointment or promotion is being made. As used in this Article seniority shall mean service rendered in title.

Section 2 Layoff/Notice to Union/Notice to Employee

In the event that Management becomes aware of an impending reduction in workforce it will make every effort to notify the Union at least ten (10) calendar days prior to the layoff. Management will notify the affected employees in writing not less than five (5) working days in advance of the layoff date. In the event there is a reduction in work force within the Department, the Human Resources Division will encourage the Department to develop a Voluntary Layoff Incentive program for affected employees. However, nothing contained in this article shall preclude the Department from rejecting a volunteer based on the operational needs of the Department.

Section 3

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

Section 4

The Department shall appoint employees on the recall roster, prior to the appointment of any other applicant, to fillable vacant bargaining unit positions for which the laid off employee is determined qualified by the Department.

Section 5

A laid off employee will remain on the recall roster for three (3) 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 refuses such offer shall be removed from the recall list and his/her rights shall terminate at that time.

Section 6

The parties may, by agreement in writing, alter the implementation of this Article to meet the varying needs of the Department.

ARTICLE 19 SAFETY AND HEALTH

Section 1

A. The Employer agrees to provide a safe, clean wholesome surrounding in all places of employment.

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

C. When an employee reports any condition which he/she believes to be 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.

D. A copy of the provisions of this Article shall be conspicuously posted in each work location.

E. In all new places of employment, where the Union alleges that the air quality is inferior, the person in charge of the location will make reasonable efforts to have air quality checked. If the air quality is found to be sub-standard, the person in charge of the location shall make reasonable efforts to improve it.

F. Whenever 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.

G. The Employer will make every reasonable effort to abate asbestos containing materials as recommended by the Division of Occupational Hygiene. Where such clean-up is not possible, the Employer will make every effort to avoid making work assignments which will unduly expose employees to known hazardous materials.

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

I. 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 23 but may not be the subject of arbitration.

J. 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 19A MANAGEMENT DIRECTIVES

It is understood and agreed that formal policy changes affecting working conditions of employees in the bargaining unit, will be forwarded to the Union in order for the Union to have the opportunity to meet and confer with management upon the impact of the directive.

ARTICLE 19B 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

Toward these ends, the Employer and the Union agree to establish a Statewide Training and Career Ladders Committee consisting of two (2) persons appointed by the Union and two (2) persons appointed by the Personnel Administrator. Such committee shall function continuously throughout the life of this Agreement.

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 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, 2000, the Employer shall establish a fund in the amount of \$35.00 per full time equivalent, and on July 1, 2001, 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.

ARTICLE 20 REASSIGNMENTS

Geographical reassignments may be made in accordance with departmental needs. Prior to a reassignment, an employee who is adversely affected by the reassignment may request a discussion of said reassignment with the Appointing Authority or his/her designee. In the discussion the Employer shall take into consideration the family lifestyle of the employee, the distance of the reassignment, the availability of car pools and/or public transportation and/or any other employee hardship.

ARTICLE 21 CREDIT UNION DEDUCTION

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. 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 22 ARBITRATION OF DISCIPLINARY ACTION

Section 1

No employee who has been employed by the Commonwealth for nine (9) consecutive months or more shall be discharged, suspended, or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with an Agency must serve an additional probationary period upon re-employment whether in the same or a different job title or the same or different agency.

Section 2

In the event that an employee is not 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 his/her agency head within ten (10) working days of the date such action was taken.

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 his/her agency head within ten (10) working days of the date such action was taken. Upon receipt of the grievance at Step II, the Appointing Authority shall review the actions taken at the lower level and shall either:

1. Hold a full conference at Step II and the provisions of "Article 23 - Grievance Procedure" shall apply, or,
2. Issue a written decision to waive the grievance to Step III and the provisions of "Article 23 - Grievance Procedure" shall apply.

Section 4

If an employee files a charge of discrimination covered by Article 6 with a state or federal agency or state or federal court arising from termination of employment, the Commonwealth and the Union agree that the union waives its right to arbitrate any grievance based on a claim of a violation of Article 6 relating to the same claim of discrimination. If the employee withdraws his or her charge with prejudice, other than in the case of a mutually agreeable settlement, the grievance shall be arbitrable if otherwise timely and appropriate. This waiver provision shall not apply to claims filed pursuant to MGL c. 150E or claims relating to FMLA.

As a condition precedent to submitting a grievance alleging a violation of Section 1 of Article 22, the Union and the employee involved shall sign and give to the Employer, on a form agreed and incorporated as Appendix B, a waiver of any and all rights to appeal the disciplinary action to the Civil Service Commission. The waiver shall include a declaration that no disciplinary review has been commenced at the Civil Service Commission.

Section 5

A. Should the Union submit a grievance alleging a violation of Section 1 to arbitration pursuant to Article 232 the arbitration shall be conducted on an expedited basis.

B. An employee and/or the Union shall not have the right to grieve, pursuant to Articles 22 or 23, 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 23 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, on the grievance form prepared by the Employer (Appendix B) to the person designated by the agency head for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The person so designated by the agency head shall reply 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, on the grievance form prepared by the Employer to the person designated by the agency head for such purpose within ten (10) calendar days following the Step I decision. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The agency head or his/her designee may meet with the employee and/or the Union for review of the grievance and shall issue a decision to the employee and/or the Union within fourteen (14) calendar days following the day the grievance is filed.

Disciplinary grievances filed at Step II or Step III of the grievance procedure, must also contain the "Waiver of Right to Appeal Disciplinary Action" form (as outlined in Article 22). Grievances not containing the signed waiver by the

date of the scheduled conference or the rendering of a decision shall be considered denied.

In disciplinary matters for which the agency head or his/her designee issues a decision to waive the grievance to Step III as described in Article 22, Section 3, such written decision shall be issued within ten (10) calendar days following the day on which the appeal is filed at Step II. In such instances, the agency head or his/her designee shall forward a copy of the decision to waive the grievance to Step III, along with a copy of the disciplinary notice and the documentation presented by both parties at the pre-disciplinary hearing, to the Human Resources Division.

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

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

Section 3

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

Section 4

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

Section 5

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within thirty (30) days of HRD's receipt of the Request for Arbitration, if HRD has not proposed to the Union a list of arbitrators acceptable to HRD or if there has been no agreement on an arbitrator the Employer or the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 6

The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150C. Arbitrators will issue a decision within 30 days of receipt of the parties post-hearing brief or oral argument.

Section 7

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and HRD. Each party shall bear the cost of preparing and presenting its own case except in the case of an untimely cancellation by either of the parties; then such expense shall be borne solely by the party at fault.

Section 8

If a decision satisfactory to the Union at any level of the grievance procedure other than Step IV is not implemented within a reasonable time, the Union may re-institute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

Section 9

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 10

In any disciplinary matter, once a conference has been held at either Steps II or III, or in any non-disciplinary matter, once a conference has been held at Steps I, II or III, neither party shall substantively change, modify or expand the charges, arguments, witness list or written documentation presented at that previous conference at the next step of the grievance procedure without endeavoring to give notification to the other party prior to the next scheduled conference or arbitration.

Section 11

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing. The timeline to file at the next step of the grievance procedure, as described in Section 2 of this Article, shall commence on the date of the Union's receipt of the parties' written agreement to waive a grievance to the next Step of the grievance process.

Section 12

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

Section 13

The Union Steward at Step I and the Union Representative at Step II, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure.

Section 14

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

Section 15

A. A sub-committee of the Commonwealth's Joint Labor-Management Committee, consisting of two (2) people designated by NEPBA and two (2) people designated by the Commonwealth, may meet and develop mutually agreed upon policies and implementation procedures for an Alternative Dispute Resolution Program which may include an option for mediation or a binding tri-partite panel at the Step III grievance level.

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

C. At, or following, the Step III stage of the grievance procedure an Alternative Dispute Resolution (ADR) pilot program may be developed with a goal for initial implementation within six (6) months from the signing of the Agreement. ADR programs may include, but shall not be limited to, mediation, an oral Step I grievance and review conferences.

D. The fees charged by the Neutral shall be paid equally by the Commonwealth and the Union.

Section 16 Alternative Dispute Resolution (ADR) Funding

The Commonwealth shall pay for all costs incurred in compensating neutrals under the alternative dispute resolution obligations of this Article and the side-letter between the parties dated September 25, 2001. The parties agree that this obligation shall extend to an average of one day per month for the life of this agreement.

ARTICLE 24 PERSONNEL RECORDS

Section 1

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.

Section 2

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

Section 3

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

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

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

D. The parties agree that Letters of Reprimand that have been placed into the personnel record of an employee which are more than two and a half (2.5) years old from the date of the issuance of the reprimand, provided there has been no subsequent discipline imposed, shall be removed from the personnel record upon the request of the employee, or absent such request, shall be considered removed from the personnel record.

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

ARTICLE 24A PERFORMANCE EVALUATION

Section 1

There shall be no variation in format within the Department for the same job title. Any format must meet the following criteria (subject to formal promulgation under M.G.L. c. 31, s. 4 and 6A):

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

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

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

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

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

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

G. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. Following the employee's review, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall have two (2) work days to review the evaluation prior to signing and shall be given a copy of the completed form. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof.

Section 2

There shall be established within each agency a Labor/Management Committee, consisting of not more than two (2) representatives of each party, which shall meet at reasonable times to discuss any problems or issues surrounding the Performance Evaluation System.

Section 3

A. Any employee who has received a rating of "Below" will have his/her evaluation reviewed monthly by the Appointing Authority or his/her designee, who shall review all the circumstances of the rating. The Appointing Authority or his/her designee may redetermine the rating after reviewing the circumstances of the initial evaluation. If the Appointing Authority or his/her designee redetermines the rating the employee will receive the increase retroactive to the date of original step increase due, or Article 12 increase, whichever is appropriate. If the Appointing Authority or his/her designee does not redetermine the rating the employee may file, through NEPBA within fourteen (14) days with the Human Resources Division, a request for a

review of the Appointing Authority's or his/her designee's determination by a tripartite panel consisting of one person designated by NEPBA, one person designated by the Personnel Administrator and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis. The standard of review to be applied by the panel shall be solely limited to whether or not the final performance rating of "Below" was justified. The decision of the tripartite shall be final and binding and any employee having a "Below" rating overturned shall be made whole in as prompt a manner as possible. Any costs associated with this process will be borne equally by the parties.

B. The Department shall develop a remedial plan for an employee receiving any "Below" rating. Employees that may be nearing a "Below" rating shall be counseled by his/her supervisor as soon as possible, in advance of their final stage of the evaluation as to the specific areas that must be improved and what they must do to attain a "Meets" rating.

C. All performance merit ratings shall be based upon the EPRS system as found in this Article of the NEPBA Agreement and all payment of salary and/or step increases shall be based upon current language found in Article 12 related to pay for performance.

D. All financial considerations (i.e. merit increases, step rate increases) shall be based on the employee's most recent, final annual evaluation.

Section 4

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

Section 5

The Parties agree to establish a Labor/Management Committee consisting of two representatives selected by NEPBA and two representatives selected by HRD. The Committee shall meet bi-monthly and shall review and make recommendations concerning the Commonwealth's policies and practices regarding the review and maintenance of Personnel Records. The Committee shall also discuss problems involving the Performance Evaluation System which are unrelated to the Labor Management Committees established above.

Section 6

The Parties agree to establish a Labor/Management Committee to review and make recommendations to revise the Performance Evaluation Guidelines/Form. Said Committee shall consist of two (2) representatives selected by the Union and two (2) representatives selected by HRD. The Committee shall convene and shall continue to meet upon request by either party.

**ARTICLE 25
RE-OPENER**

In the event that during the term of this Agreement and relevant bargaining cycle, a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration and Finance, and Agreement is funded by the Legislature, and in the event such Agreement contains provisions for across-the-board salary increases in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

**ARTICLE 26
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 Labor/Management Committee shall be established which shall consist of up to two (2) representatives designated by the Employer and up to two (2) representatives designated by the Union.

Section 2

The Committee shall meet at least twice each year. Such meeting shall not 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 the Agreement and to other matters of mutual concern including improvement of employer/employee relations and improvement of productivity.

**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 efforts to terminate it.

**ARTICLE 28
SAVING CLAUSE**

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue

in full force and effect. Disputes arising under this Article shall be discussed with the Human Resources Division and may be submitted by the Union to expedited arbitration.

ARTICLE 29 DURATION

This Agreement shall be for the three (3) year period from July 1, 2024, to June 30, 2027, and terms contained herein shall become effective on July 1, 2024, unless otherwise specified. It is expressly understood and agreed that subject to ratification by the UNIT 4A Membership, the predecessor collective bargaining agreement shall be modified in accordance with this memorandum of understanding. At the written request by either party, negotiations for a subsequent agreement will be commenced on or before January 1, 2027, or as otherwise agreed to in writing by the parties.

ARTICLE 30 APPROPRIATION BY THE GENERAL COURT

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

ARTICLE 31 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, 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 32
EDUCATIONAL INCENTIVE PAY PLAN**

Section 1

There is hereby established an educational incentive pay plan for bargaining unit employees to be implemented effective upon execution of this Agreement.

Section 2

All bargaining unit 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:

Associate's Degree	\$1,500.00
Baccalaureate Degree	\$2,500.00
Masters/Doctorate Degree	\$3,000.00

Section 3

Payments under the Plan shall be made bi-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 23 but shall not be the subject of arbitration.

**ARTICLE 33
CLOTHING ALLOWANCE**

Effective the first full pay period in January, 2015, an annual cash payment of \$850.00 shall be made to all members of the bargaining unit. 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 bargaining unit employees are expected to keep their attire in a neat, clean and professional manner at all times while representing the Department of Correction.

ARTICLE 34 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 \$500.00 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 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 \$500.00.

Section 7

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

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 this Bargaining Unit.

**ARTICLE 35
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 36 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.

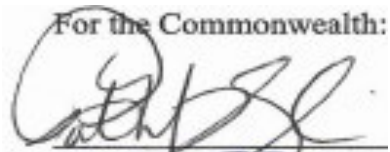
ARTICLE 37 EFFICIENCY WORKING GROUP


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 programs, 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 four 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 seven persons to be named to this working group no later than 30 days from the date of execution of this Agreement.

Agreed to as of March 18, 2025.

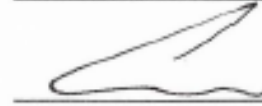
For the Commonwealth:


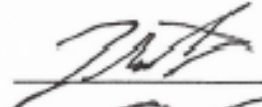


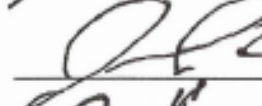
For the Union:


 3/18/25


Date
Shawn Dewey 3/18/25

Date
 3/18/25

Date
 3/18/25

Date
 3/18/25

Date
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Date
 3/18/25

Date

APPENDIX A

**NEPBA Salary Plan (4CA/B)
Biweekly Rates**

**Effective January 12, 2025
3% ATB**

Grade	1	2	3	4	5
01	\$4,500.27	\$4,611.09	\$4,724.65	\$4,841.01	\$4,988.99

**Effective July 13, 2025
2% ATB**

Grade	1	2	3	4	5
01	\$4,590.28	\$4,703.31	\$4,819.14	\$4,937.83	\$5,088.77

**Effective January 11, 2026
2% ATB**

Grade	1	2	3	4	5
01	\$4,682.09	\$4,797.38	\$4,915.52	\$5,036.59	\$5,190.55

**Effective July 12, 2026
2% ATB**

Grade	1	2	3	4	5
01	\$4,775.73	\$4,893.33	\$5,013.83	\$5,137.32	\$5,294.36

**Effective January 10, 2027
2% ATB**

Grade	1	2	3	4	5
01	\$4,871.24	\$4,991.20	\$5,114.11	\$5,240.07	\$5,400.25

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

GRIEVANCE REPORT

Grievant(s): _____ HRCMS #: _____

Job Title: _____ Agency: _____

Institution: _____ Work Location: _____

Agency Start Date (if known): _____ Manager: _____

Telephone Number _____

Employer is in violation of Article(s) _____

and other relevant provisions of the Agreement.

STATEMENT BY GRIEVANT OR UNION

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

RELIEF OR REMEDY SOUGHT

Grievant's Signature Date Steward/Union Representative Signature Date

In accordance with Articles 22 and 23, all disciplinary grievances must also include the following completed form.

WAIVER OF RIGHT TO APPEAL DISCIPLINARY ACTION

I wish to submit the attached grievance under Article 23, Grievance Procedure and Article 22, Arbitration of Disciplinary Action, appealing my demotion, suspension or discharge effective on _____ and pursuant to Article 22, Section 4 of the Agreement between the NEPBA and the Commonwealth of Massachusetts dated _____. I hereby waive any and all rights to appeal this disciplinary action to any other forum including the Civil Service Commission. I have not initiated any other appeal of this disciplinary action.

DATE EMPLOYEE SIGNATURE UNION REPRESENTATIVE SIGNATURE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
Regarding Shift Commanders**

Section 1

An employee who has been assigned by his/her Appointing Authority the duties of a Shift Commander as described in Section 2 herein shall be required to report to work thirty (30) minutes prior to the commencement of the Roll Call Period as described in Article 7 of this Agreement.

Section 2

The duties of a Shift Commander shall be determined by the Appointing Authority.

Section 3

Section 1 of this MOA shall apply to an employee who has been assigned the duties of a Shift Commander as described herein for a period of thirty or more calendar days and shall cease to apply when said employee no longer performs said duties.

Section 4

Employees in the title of Captain as of the date of the signing of this agreement, who are not assigned the duties of Shift Commander, will be required to report to their duty station thirty (30) minutes prior to the start of the daily roll call.

Said employee shall be considered “grandfathered” insofar as said 30 minutes are concerned only for the duration of time they remain within this bargaining unit.

Section 5

Any employee who is required to report to work before the start of their shift shall not have this overtime payment included in their base pay for the purposes of calculating any paid leave.

Section 6

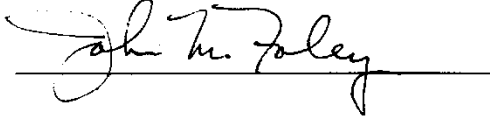
If an employee is separated from his/her position as Captain during the duration of this one year contract and said employee was “grandfathered” as a Shift Commander, the next most senior employee will take the “grandfathered” slot for the duration of the one year contract. For the purposes of this MOU, seniority will be defined as follows:

- 1) Length of service as a Captain;
- 2) Length of service with the Department of Correction;
- 3) Length of service as a state employee;
- 4) Training Academy Score.

The terms of this Agreement shall not establish precedent with regard to any other matter.

Signed this 28th day of August 2000:

For the International Brotherhood
of Correctional Officers/NAGE:

Handwritten signature of John M. Foley in cursive script, written over a horizontal line.

For the Commonwealth of
Massachusetts:

Handwritten signature of James J. Harte in cursive script, written over a horizontal line.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

The Parties agree that the employees covered by this Collective Bargaining Agreement will be permitted to participate in the Employer's Adoption Assistance Program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

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 no 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.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
Association Training Day**

Whereas, NEPBA has reached an Agreement with the Commonwealth regarding the terms and conditions of employment for employees represented by NEPBA; and

Whereas, the Parties have reached Agreement for the purposes of granting paid and/or unpaid leave for Union Business Leave; and

Whereas, the Parties wish to clarify the purposes of granting Union Business Leave for Union Stewards; the Parties agree as follows:


The Employer, upon being provided sufficient advance notice by the Union, shall grant Union Stewards paid release time for the purposes of receiving training. This paid release time for training shall not exceed a single eight (8) hour training day in a calendar year.

Signed this 18th day of March, 2025.

For the Commonwealth

For the Union:

For the Commonwealth:


 3/18/25
Date
Shawn Dewey 3/18/25

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
Regarding Article 8, Section 1.C.5**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division and the International Brotherhood of Correctional Officers/National Association of Government Employees (IBCO/NAGE). This Memorandum reflects a clarification of Article 8, Section 1.C.5 of the IBCO/NAGE Agreement concerning sick leave use in conjunction with licensed medical or dental appointments.

Permissible sick leave use for these purposes shall include reasonable travel time to and from said licensed medical or dental appointments.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
Regarding MBTA Passes**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division and the International Brotherhood of Correctional Officers/National Association of Government Employees (IBCO/NAGE). Contingent on compliance with all federal and state regulations, and as soon as is administratively feasible for the Employer, the Commonwealth agrees to deduct the permissible cost of MBTA passes from an employee's salary on a pre-tax basis for all employees who wish to participate in such a program.

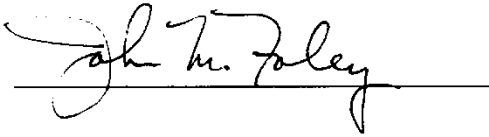
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
Regarding Tobacco Products**

In order to achieve the goals expressed in Article 19, 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 this 28th day of August 2000:

For the International Brotherhood
of Correctional Officers/NAGE:



For the Commonwealth of
Massachusetts:



**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS/NATIONAL
ASSOCIATION OF GOVERNMENT EMPLOYEES
Uniforms and Appearance**

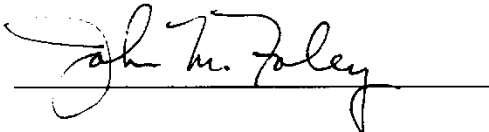
This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts (“Commonwealth”) and the International Brotherhood of Correctional Officers/National Association of Government Employees (“IBCO/NAGE”). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding uniforms and appearance. The parties understand and agree to the following:

1. Employees shall maintain a neat, well-groomed appearance.
2. Employees 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 29.

Signed this 28th day of August 2000:

For the International Brotherhood
of Correctional Officers/NAGE:



For the Commonwealth of
Massachusetts:



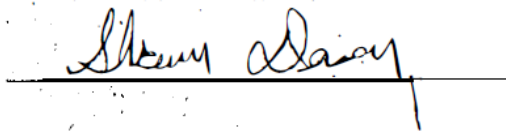
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
PERSONAL LEAVE**

This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts (“Commonwealth”) and the New England Police Benevolent Association (“NEPBA”). 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 employees 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, 2011, Unit 4A 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, 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, 2010 is subject to agreement by both parties.
3. Beginning January 1, 2012, Unit 4A 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 one shift per day. The parties further recognize that the approval of personal time under these provisions may be denied if it results in an involuntary inverse of another Captain..
5. On or before December 1, 2012, 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, 2012 is subject to agreement by both parties.

Signed this 18th day of November, 2010.

For the New England Police
Benevolent Association:



For the Commonwealth of
Massachusetts:



*Original executed document converted from PDF for inclusion in 2024-2027 cba.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
Labor Management Committee**

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

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
Emergency Leave**

Any employee designated as emergency personnel and are required to physically report to a work location when non-emergency personnel are directed to stay home, shall be provided with one (1) day of compensatory time (emergency day) effective the first full pay period of each January. Said emergency day must be taken within the calendar year it was granted at a time requested by the employee and approved by the Appointing Authority. Any emergency leave not taken by the last Saturday prior to the first full pay period in January will be forfeited by the employee.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS,
DEPARTMENT OF CORRECTION
AND THE
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION (NEPBA)
CAPTAIN TRANSFER**

The following agreement concerns Bargaining Unit 4A employees in the title of Captain and shall replace the "Voluntary Transfer Agreement" dated 9/20/2017.

For the purpose of this agreement, a transfer shall be defined as a change from one work facility to work another facility.

An employee seeking a transfer to a different work facility shall submit a transfer request to the D.O.C. Division of Human Resources. The employee requesting shall indicate which work facility transfer list to be placed on.

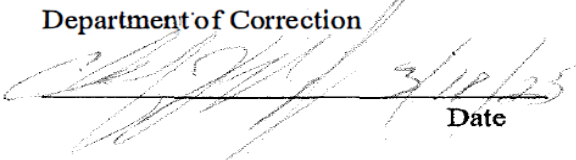
Written requests for transfer shall remain active and on file for a period of twelve (12) months from the date of submission by the employee. Transfer requests not approved within that period must be resubmitted by the employee in order to remain active for consideration. Any employee who has been suspended for disciplinary reasons as a result of an incident that occurred within the twelve (12) months prior to the intended date of transfer may be ineligible for said transfer at the discretion of the employer.

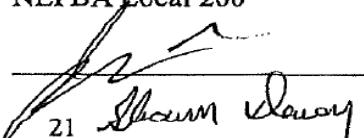
Selection shall be made on the basis of seniority from among those employees considered from the applicable transfer list. Seniority shall be defined as:

- A) Length of service as a Captain within the Department of Correction.
- B) Final Overall Civil Service Captain Exam Score
- C) Length of Service as a Lieutenant within the Department of Correction
- D) Final overall Civil Service Lieutenant Exam Score
- E) Length of Service as a Sergeant within the Department of Correction
- F) Final Overall Civil Service Sergeant Score
- G) Length of Service as a Correction Officer within the Department of Correction
- H) Final Overall Civil Service Correction Officer Score
- I) Training Academy Score
- J) Length of Service as a State Employee of the Executive Branch

The Department reserves the right to determine whether to fill a vacancy. Transfers shall take place prior to promotions with promotions filling the vacancies incurred after the transfers. It is understood that the effective date of a transfer may be contingent upon the anticipated date of a promotion/transfer to the facility releasing the captain.

This agreement shall not pertain to Captain positions within divisions of the Department of Correction. Such positions shall be awarded to individuals based on an interview process.

Department of Correction

Date 3/16/25

NEPBA Local 200

21 Shaun Dancy
Date 3/16/25
5/18/25

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
UNION PRESIDENT - PAID UNION LEAVE**

The parties agree and understand that economy of time and human resources would be best preserved through the grant of Paid Union Leave for approved union activities to the Union President. As such, the Commonwealth agrees to grant paid union leave from the Union President's regular work hours for not more than sixteen (16) hours per week, with no more than eight (8.0) hours on a regularly scheduled workday. Said leave is solely for the purpose of conducting approved Union activities as described below during the bandwidth business hours of 5:00 a.m. to 5:00 p.m. in lieu of their regular work hours. A default weekly schedule for said Paid Union Leave shall be agreed to between the President and their supervisor in writing on at least a quarterly basis. Any deviation from said default schedule in a given week, upon written request of the President, shall be made preferably prior to the week in question, but no later than a day in advance of the workday in question and shall not be unreasonably denied by their Supervisor.

The Union President shall forward to the Human Resources Division a description of the approved union activity performed while on Paid Union Leave performed each week during bandwidth business hours outlined above no later than the close of business on the following Wednesday. Paid Union Leave is conditioned upon timely receipt of said weekly activity reports and may be denied for failure to provide in a timely manner. For this Agreement, the following shall be deemed approved union activities:

- Preparation time and attendance at Statewide, Departmental, facility, and local Labor-Management Committee meetings.
- Investigation and processing of grievances.
- Preparation time and attendance at grievance and arbitration hearings.
- Preparation time and participation in mid-term negotiations.
- Preparation time and participation in Department meetings or committees, where designated.
- Preparation time and representation of employees during Departmental investigations, hearings, and administrative inquiries within the Department of Correction.
- Preparation time and participation in non-grievance dispute resolution.
- Preparation time and attendance at hearings before the Massachusetts Civil Service Commission.
- Legislative activities on behalf of employees covered by this Agreement which are not prohibited by the Commonwealth's Conflict of Interest Law.
- Administrative operational functions for Union business.
- Meeting with counsel.

- Reasonable travel time for the above approved union activities.
- Meeting with union members.
- Training and education of union matters

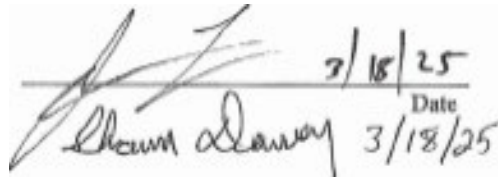
Signed this 18th day of March, 2025.

For the Commonwealth:



A handwritten signature in black ink, appearing to be "Sathya", written over a horizontal line.

For the Union:



A handwritten signature in black ink, appearing to be "Shawn Conway", written over a horizontal line. To the right of the signature, the date "3/18/25" is written, with "Date" written below it.