Massachusetts Department Of Corrrection **POLICY**	Effective Date 2/23/2022	Responsible Division Deputy Commissioner, Administration
	Annual Review Date 2/23/2022	

Policy Name	M.G.L. Reference:
103 DOC 211 EMPLOYEE BENEFITS	G.L. c.29, §31; Chapter 97 of the Acts of 1995; G.L. c.33, §38, 40, 41, 42, or 60; G.L. c.33, §59; M.G.L. c.33, §59A; M.G.L. c.149, §105D; Head Start Act U.S.C. §9831, et. seq.; 29 U.S.C. § 2611 (12); Executive Order 340; M.G.L. c. 152; M.G.L. c. 32, §56 through 60; M.G.L. c. 32, §9; Chapter 637 of the Acts of 1982 amended M.G.L. c.32
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Attachments	Inmate Library	Applicability: Staff
Yes ☒ No ☐	Yes ☒ No ☐	
Public Access Yes ☒ No ☐		Location: Department's Central Policy File Deputy Commissioner's Policy File Each Institution's Policy File Department's Personnel Policy Manual

PURPOSE:
To establish Department of Correction ("Department") policy concerning employee benefits.

RESPONSIBLE STAFF FOR IMPLEMENTATION AND MONITORING OF POLICY:
Deputy Commissioner, Administration
Assistant Deputy Commissioners
Superintendents and Division Heads
Executive Director of Human Resources

CANCELLATION:
103 DOC 211 cancels all previous Department policy statements, bulletins, directives, orders, notices, rules or regulations regarding employee benefits, which are inconsistent with this policy.

SEVERABILITY CLAUSE:
If any part of 103 DOC 211 is, for any reason, held to be in excess of the authority of the Commissioner, such decision shall not affect any other part of this policy.

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211.01 DEFINITIONS

1. Appointing Authority: The Commissioner of Correction.

2. Bargaining Unit Employee: An employee of the Commonwealth in a job title in one of 11 statewide bargaining units, as certified by the Massachusetts Labor Relations Commission, who is covered by an applicable collective bargaining agreement.

3. Confidential Employee: A non-managerial employee whose position has been designated confidential by the Chief Human Resources Officer of the Human Resources Division, and who directly assists a manager and acts in a "confidential" capacity to a managerial or other category of employee excluded from coverage under M.G.L. Chapter 150E.

4. Department of Correction: A Commonwealth agency, under the auspices of the Executive Office of Public Safety and Security that is charged with the detention of those committed to the custody and control of the Commonwealth.

5. Employee: A full-time or regular part-time bargaining unit, managerial, or confidential employee of the Department, excluding all persons paid through other subsidiary accounts.

6. Part-Time Employee: An employee who works less than a regular full-time schedule (37.5 or 40 hours per week) in the same title, and who is committed to an assigned tour of duty.

7. Policy: A definite course of action adopted or pursued by the Department that guides and determines present and future decisions, statement(s) of guiding principles directing activities toward the attainment of objectives, and overall goals of the Department.

8. Red Book: The rules governing paid leave and other benefits for managers and confidential employees.

211.02 LEAVE

1. Personal Leave:

   a. On each January 1st, full-time confidential employees and management employees on the payroll as of August 16, 2011 are credited with three (3) personal leave days.

      On each January 1st, full-time employees hired after August 16, 2011 shall be credited annually with paid personal leave credits at the following rate:

Hours/Week	Personal Leave Credited
37.5 hours/week	22.500 hours

40.0 hours/week	24.000 hours

b. Effective January 1, 2012 eligible full-time members of bargaining unit 1, 3 and 6; Alliance/AFSCME Council 93 Unit 2; Local 888, SEIU, Unit 2; NEPBA, Unit 4A and Alliance/Local 509, SEIU, Units 8 and 10 employees on the payroll as of that date are credited with personal leave credits at the following rate:

Hours/Week	Personal Leave Credited
37.5 hours/week	37.500 hours
40.0 hours/week	40.000 hours

c. Full-time, confidential and management employees hired after January 1st are credited with personal leave days in accordance with the following schedule:

Date of Hire	Personal Leave Days Credited
01/01 - 03/31	3
04/01 - 06/30	2
07/01 - 09/30	1
10/01 - 12/31	0

d. Full-time bargaining unit 1, 3 and 6; Alliance/AFSCME Council 93 Unit 2; Local 888, SEIU, Unit 2; NEPBA, Unit 4A and Alliance/Local 509, SEIU, Units 8 and 10 employees hired after January 1st are credited with personal leave in accordance with the following schedule:

Date of Hire	Scheduled Hours/Week	Personal Leave Credited
01/01 - 03/31	37.50	37.500 hours
	40.00	40.000 hours
04/01 - 06/30	37.50	30.000 hours
	40.00	32.000 hours
07/01 - 09/30	37.50	22.500 hours
	40.00	16.000 hours
10/01 - 12/31	37.50	0.000 hours

40.00	0.000 hours

e. Personal leave is credited to regular part-time employees in the same proportion that their part-time service bears to full-time service.

f. Personal leave may be taken at a time or times requested by the employee and approved by the appointing authority. It may also be used in one-half, one or two-hour increments, subject in the case of bargaining unit employees to the language in their particular collective bargaining agreement governing such usage, and it may be used in conjunction with vacation leave.

g. Except as provided in subsections 1 (h) and (i) below, any personal leave not taken by December 31 shall be forfeited by the employee. In addition, there is no provision for a cash payment "in lieu" of unused personal leave upon separation from state service.

NOTE: In the case of a bargaining unit 9 employee, any personal leave not taken by December 31 shall be forfeited to the Extended Illness Leave Bank.

h. A bargaining unit 1, 3, 4A, or 6 employee who cannot utilize his/her/their personal leave in the months of November and December due to the operational needs of the Department shall be permitted to carry-over one (1) day of personal leave credit not utilized, to the next fiscal year. A bargaining unit 4 or 4A employee who has been prevented from utilizing any of the allowable three (3) days personal leave per year due to the operational needs of the Department, and where such leave was denied by an authorized agent of the Department after October 1 of the year in question but before December 31, shall be allowed to either cash in the personal leave days not taken during the current year or carry them into the next fiscal year. However, under no circumstances may more than three (3) personal days be carried over in a given fiscal year by a bargaining unit 4 or 4A employee and any personal leave carried over must be used during the fiscal year into which it is carried over or it will be forfeited.

i. A bargaining unit 8 or 10 employee who requests and is denied use of paid personal leave in the last quarter of the calendar year may request and receive, at the discretion of the appointing authority, the cash equivalent of such denied personal leave.

2. <u>Professional Days:</u>

a. Full-time employees of bargaining unit 7 are credited annually, on January 1st, with two (2) paid professional days.

b. Full-time employees of bargaining unit 7 hired or promoted into the bargaining unit after July 1st are credited with professional days in accordance with the following schedule:

Date of Hire Or Promotion	Professional Leave Days Credited
07/01 - 11/15	2
11/16 - 03/31	1
04/01 - 06/30	0

c. Professional days are credited to regular part-time bargaining unit 7 employees in the same proportion that their part-time service bears to full-time service.

d. Professional days are available in units of full-days only and may be used in conjunction with other paid leave.

e. As there is no provision for the carry over of unused professional days from one fiscal year to the next, any professional days not taken by December 31st, shall be forfeited by the employee. In addition, there is no provision for a cash payment "in lieu" of unused professional days upon separation from state service.

3. Vacation:

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

Length of Continuous Full Time "Creditable Service"	Scheduled Hours/Week	Vacation Credited
Less than 4.5 years.	37.50 40.00	6.250 hours 6.667 hours
4.5 years but Less than 9.5 years.	37.50 40.00	9.375 hours 10.000 hours
9.5 years but Less than 19.5	37.50 40.00	12.500 hours 13.333 hours

19.5 years	37.50	15.625 hours
or more.	40.00	16.667 hours

b. Vacation leave with pay shall be credited to management and confidential employees employed by the Commonwealth on the last day of each full month worked, not to exceed the following:

Length of Creditable Service	Vacation Monthly	Credit Accumulated Annually
Less than 4.5 years	1 day	12 days
4.5 years but less than 9.5	1 ¼ days	15 days
9.5 years but less than 19.5	1 2/3 days	20 days
19.5 years or more	2 1/12 days	25 days

c. Vacation credits are granted to regular part-time employees in the same proportion that their part-time service bears to full-time service.

d. Bargaining unit 4 employees may carry unused vacation credits over for one (1) year. Bargaining unit 1, 2, 3, 4A, 6, 7, 8, 9 and 10 employees, confidential and management employees may carry unused vacation credits over for two (2) years.

NOTE: The vacation carry-over language for bargaining unit 1, 2, 3, 4A, 6, 7, 8, 9 and 10 employees, confidential and management employees still allows the same amount of unused vacation leave to be carried over as was allowed under the old one (1) year carry-over language.

e. Upon separation from state service, employees are paid for unused accrued vacation leave. However, as the specific provisions governing the payment of compensation for unused vacation leave differ in the various collective bargaining agreements which cover bargaining unit employees, and the Rules Governing Paid Leave and Other Benefits ("Red Book") which covers management and confidential employees, Department employees are advised to contact the Department's Division of Human Resources for more information.

4. Sick Leave:

a. Full-time confidential and management employees of the Commonwealth accumulate sick leave credits at the rate of one and one-quarter days for each full calendar month of employment.

b. Full-time bargaining unit employees of the Commonwealth accumulate sick leave credits at the following rate for each full calendar month of employment:

Hours/Week	Sick Leave Accrued
37.50 hours/week	9.375 hours
40.00 hours/week	10.000 hours

c. Employees on leave with pay or industrial accident leave accumulate sick leave credits and there is unlimited carry-over of unused sick leave credits from one fiscal year to the next.

d. Regular part-time employees are granted sick leave credits in the same proportion that their part-time service bears to full-time service.

e. Employees who retire shall be paid 20% of the value of their unused accrued sick leave at the time of their retirement. In addition, upon the death of a confidential or management employee who dies while in the employ of the Commonwealth, his/her/their estate shall be paid 20% of the value of the unused sick leave that the employee accrued as of the time of death. Finally, upon the death of a bargaining unit employee who dies while in the employ of the Commonwealth 20% of the value of unused sick leave shall be paid in the following order of precedence as authorized by the Personnel Administrator upon the request of the Appointing Authority:

   i. To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system.

   ii. If there is no such designated beneficiary, to the estate of the deceased employee.

f. Sick leave is granted at the discretion of the appointing authority to an employee only under the following conditions:

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

   ii. A confidential or management employee may use up to a maximum of thirty (30) days while a bargaining unit 1, 2, 3, 4, 4A, 6, 7, 8, 9 or 10 employee may use up to a maximum of sixty (60) days of sick leave per calendar year for the purpose of:

a. Caring for the spouse, child, foster child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, parent or child of spouse, person for whom the employee is legal guardian, or relative living in the household who is seriously ill.

iii. A bargaining unit 4 employee may use up to a maximum of sixty (60) days of sick leave per calendar year for the purpose of:

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

b. Parental leave due to the birth, adoption**,** or placement of a child in foster care**,** to be concluded within twelve (12) months of the date of birth or adoption.

NOTE: Where an eligible employee and his/her/their spouse are both employees of the Commonwealth, they may be jointly granted a total of not more than thirty (30) days of accrued sick leave for care of a seriously ill parent or for parental leave due to birth or adoption or placement of a child in foster care. In the case of a bargaining unit 8 or 10 employee, the requirement that an eligible employee and his/her/their spouse who are both employees of the Commonwealth split the sixty (60)day sick-in-family is eliminated.

iv. An employee may use up to a maximum of ten (10) days of sick leave per calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child. However, in no event may an employee, who is eligible to use thirty (30) days of sick leave in a calendar year for the adoption of a child, use more than a total of 30 days of sick leave in a calendar year for adoption related purposes.

v. An employee may use up to ten (10) days of sick leave per year for necessary preparations and/or legal proceedings related to foster care of Department of Children and Families ("DCF", formerly the Department of Social Services "DSS") children such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. The Commonwealth's Human Resources Division (HRD) may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee may use the one day per month of paid leave available to employees for volunteer work under the Commonwealth's School Volunteer or Mentoring Programs for the foregoing foster care activities.

vi. When through exposure to contagious disease, the presence of the employee at the employee's work location would jeopardize the health of others.

vii. When a bargaining unit 1, 2, 3, 4A or 6 employee is absent due to the excessive use of alcohol or narcotics and becomes and continues to be an active participant in an approved counseling service program.

viii. When an employee cannot reasonably schedule appointments with licensed medical or dental professionals outside of normal work hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

g. A full-time employee shall not accrue sick leave credits for any month where said employee was on leave without pay or absent without pay for a total of more than one day.

h. Upon return to work following a sick leave in excess of five consecutive working days, an employee may be required to undergo a medical examination to determine the employee's fitness for work. The employee (see note below), if desiring so, may be represented by a physician of the employee's choice.

NOTE: A bargaining unit 1, 3, 4A or 6 employee may be required to undergo a medical examination by an employer appointed physician to determine his/her/their fitness for work. The employee, if found unfit for duty and if he/she/they so desires, may then receive an examination by a physician of his/her/their choice. The employer will bear the costs of the employee's initial examinations.

i. Where the appointing authority has reason to believe that sick leave is being abused, the appointing authority may require the submission of medical evidence. Failure to produce such evidence within seven (7) days (ten (10) days in the case of a bargaining unit 8 or 10 employee) of its request may result, at the discretion of the appointing authority, in denial of sick leave for the period of absence.

j. Paragraph b of this subsection does not apply to teachers and supervisors in any school of any department whose weeks of service and basis of payment of salary are governed by Section 31, Chapter 29 of the General Laws. Said employees accumulate sick leave credits at the rate of ten (10) workdays for each school year of service. Regular part-time employees governed by paragraph (h) shall be granted sick leave credits in the same proportion that part-time service bears to full-time service.

k. A bargaining unit 4 employee with forty-eight (48) hours of sick leave used during a calendar year shall provide satisfactory medical evidence (as contained in the Department’s Illness Certification Form) for each absence thereafter for the remainder of the calendar year. For the purpose of this section, an absence is defined as using sick leave for any portion of an employee’s scheduled shift. An employee shall not be required to provide

medical evidence until the employee has used forty-eight (48) hours of sick leave unless the appointing authority has probable cause to believe that sick leave is being abused.

The following situations shall not be counted towards the first forty-eight (48) hours of sick leave: 1) the hospitalization of the employee, the hospitalization of the employee's spouse, the hospitalization of the employee's child or spouse's child, or the hospitalization of the parent of the employee or parent of the employee's spouse for a catastrophic illness; 2) sick leave used in conjunction with an approved industrial accident leave. Hospitalization is defined as admittance to a hospital for at least two consecutive nights; 3) sick leave that has been substantiated as a result of the issuance of an Attachment C.

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

NOTE: All employees should refer to their Collective Bargaining Agreements, or Red Book for managers and confidential employees for further details.

5. Extended Illness Leave Bank:

a. Chapter 97 of the Acts of 1995 created an Extended Illness Leave Bank (EILB) which consists of earned sick, vacation and personal days voluntarily donated by eligible employees for use by employees experiencing extended illness and facing unpaid leaves of absence due to their illness.

b. An employee must have completed one (1) year of creditable service and have an acceptable attendance record to be eligible for membership in the EILB.

c. Membership in the EILB is voluntary and an eligible employee may elect to become a member by donating at least one day of accrued sick, vacation or personal leave during the June or December open enrollment. There is no limit on the total number of days an employee may donate at one time.

d. Compensatory time off and other types of paid leave may not be donated. Unused vacation days that an employee may not ordinarily carry over into a new fiscal year may be donated during the June open enrollment.

e. After initial enrollment an employee must donate at least one day of sick, vacation or personal leave once each year during the month of January in order to continue membership in the EILB. In addition, members will be

notified of the need for additional donations of time when the statewide balance in the bank falls below 120 days. A member who does not have accrued leave to donate at that point may assign his/her/their next accrued sick, vacation or personal day. A member who fails to respond with donations of time for two consecutive requests to donate will have his/her/their membership in the EILB terminated and will have to wait until the next open enrollment period to become a member again.

f. A member's application for withdrawal from the EILB is subject to the criteria for withdrawal as specified in the Extended Illness Leave Bank Interim Procedures.

g. Additional information relative to the EILB, including application forms may be obtained from the Department Division of Human Resources.

6. Holidays:

a. The following days shall be holidays for employees:

New Year's Day
Independence Day
Martin Luther King Day
Labor Day
President's Day
Columbus Day
Veteran's Day
Patriot's Day
Thanksgiving Day
Memorial Day
Christmas Day
Juneteenth

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

c. When a holiday occurs on the regular scheduled work day of an employee, said employee, if not required to work that day, shall be entitled to receive a regular day's pay for such holiday.

d. When a holiday occurs on a day that is not an employee's regular workday, said employee, at the option of the employer shall receive pay, for one day at the employee's regular rate or one compensatory day off with pay to be taken at a time approved by the appointing authority.

e. An employee required to work on a holiday shall receive a compensatory day off with pay, to be taken at a time approved by the appointing authority or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons

then said employee shall be entitled to pay for one day at the regular rate of pay in addition to pay for the holiday worked.

f. A part-time bargaining unit 1, 2, 3, 4A, 6, 7, 8, 9, or 10 employee shall earn pay for a holiday or compensatory time in the same proportion that his/her/their part-time service bears to full-time service.

NOTE: 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/they 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 shall be at a time requested by the employee and approved by the appointing authority, subject to operational needs.

g. A regular, part-time, management, or confidential employee who works five (5) days a week shall receive a day off with pay for each holiday. A regular part-time management or confidential employee who works fewer than five (5) days a week shall receive a day off with pay when a holiday falls on a day he/she/they is scheduled to work. The employee shall not receive a day off with pay when the holiday falls on a day on which the employee is not scheduled to work.

h. A bargaining unit 1, 2, 3, 4A, 6, 8, 9, 10 employee, management or confidential employee who is on leave without pay or absent without pay for that part of his/her/their 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. A bargaining unit 4 or 7 employee on leave without pay or absent without pay for any part of his/her/their 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 or a compensatory day off for that holiday.

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

7. <u>Bereavement Leave:</u>

Upon evidence satisfactory to the appointing authority, an employee may use bereavement leave. Employees should refer to their respective Collective Bargaining Agreements, or Red Book for managers and confidential employees, as to when this leave may be taken, for whom it may be taken and the duration of said leave.

8. Civic Duty Leave:

a. Employees summoned for jury duty shall 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. An employee having been summoned for jury duty shall not be required to work beyond 11:00 p.m. on the day preceding the first day of juror service. In addition, an employee shall not be required to work a night shift during the term of juror service. In no event shall an employee be entitled to leave with pay for more shifts than days of jury service rendered. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service shall either:

i. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed the employee's regular rate of pay for the period involved, or

ii. remit to the appointing authority the jury fees if less than the employee's regular rate of pay for the period involved.

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

b. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with the employee's department head except that this section shall not apply to an employee who is 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.

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

d. An employee on court leave who has been excused by the proper court authority shall report to said employee's official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not effect any employment rights of the individual. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

9. Military Leave:

a. Employees shall be entitled during the time of their service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42 or 60 of Chapter 33 of the Massachusetts General Laws, to receive pay therefore, without loss of their ordinary remuneration as employees.

b. Employees shall be entitled, during their annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of their ordinary remuneration as an employee under Section 59 of Chapter 33 of the Massachusetts General Laws as amended.

c. In accordance with Chapter 33, Section 59A of the Massachusetts General Laws, as amended, employees of the Commonwealth shall be granted permission to attend weekly and week-end drills when same requires their absence from their normally scheduled work tour. When the employee is notified of his/her/their training dates and such dates conflict with his/her/their scheduled work tour, such employee shall immediately notify his/her/their supervisor. In the event that no adjustments can be made, the employee shall be released from duty at his/her/their request without compensation. Such release from work shall not affect the employee's leave of absence or vacation with pay given to other like employees or officials.

d. Employees must notify their institution or division when on any type of military leave. Military Orders shall be submitted for each leave period with as much notification as possible by employee. If orders are unavailable at the beginning of such leave a verbal notification is required until orders may be provided. All Military Orders need to be forwarded to the Division of Human Resources, Payroll Director for review to determine eligibility of benefits.

10. <u>Voting Leave:</u>

An employee whose hours of work preclude the individual 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.

11. <u>Family and Medical Leave:</u>

A. Family Leave

i. A bargaining unit 1, 2, 3, 4, 4A, 6, 7, 8 9, or 10, confidential or management employee in accordance with the Commonwealth's enhanced Family and Medical Leave Act (FMLA) policy, a full or regular part-time employee who has completed his/her/their probationary period, or if there is no such probationary period, has been employed for at least three (3) consecutive months shall be granted an unpaid family leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or foster placement

of a child as long as the leave concludes within twelve (12) months following the date of birth, adoption or foster placement. During family leave taken in conjunction with the birth, adoption or foster placement of a child, an employee shall receive his/her/their regular salary for ten (10) days of said leave, at a time requested by the employee providing that, with the exception of a bargaining unit 4 employee, where an employee and his/her/their spouse are both employees of the Commonwealth, they shall jointly be entitled to a combined total of not more than ten (10) days. In addition, employees should be aware of the following concerning family leave:

ii. At least thirty (30) days in advance, the employee shall submit to the Appointing Authority a written notice of his/her/their 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.

iii. If the employee has accrued sick leave, compensatory leave, personal leave or vacation credits at the commencement of his/her/their family leave, the employee may use such leave credits for which he/she/they may be eligible under the sick leave, personal leave or vacation provisions of the applicable collective bargaining agreement or the "Red Book".

iv. An employee taking an unpaid family leave shall accrue sick and vacation leave benefits only for the first eight (8) weeks of such unpaid leave.

v. The family leave granted shall not affect the employee's right to receive any benefits for which he/she/they was eligible at the time of his/her/their leave. In addition, an employee on family leave 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.

NOTE: Between periods of unpaid family leave, if a confidential or management employee returns to work for a period of less than two weeks, and if a holiday occurs during that return to work, no holiday pay or compensatory time shall be granted for that holiday.

B. Medical Leave

i. A bargaining unit 1, 2, 3, 4, 4A, 6, 7, 8 9, or 10, confidential or management employee in accordance with the Commonwealth's enhanced FMLA policy, a full or regular part-time employee who

has completed his/her/their probationary period, or if there is no such probationary period, has been employed for at least three consecutive months shall be granted an unpaid medical 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 his/her/their position. In addition, employees should be aware of the following concerning medical leave:

a. At least thirty (30) days in advance, the employee shall submit an application for leave indicating his/her/their request to take such leave and the dates and expected duration of such leave (Attachment A). 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, certification from a health care provider of the employee's own illness or certification from a health care provider of an illness of the employee's family member (Attachment B).

b. If the employee has accrued sick leave, personal leave, compensatory leave or vacation credits at the commencement of his/her/their medical leave, the employee may use such leave credits for which he/she/they may be eligible under the sick leave, personal leave or vacation leave provisions of the applicable collective bargaining agreement or "Red Book".

c. Between periods of unpaid medical 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.

d. An employee on medical leave 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.

C. Where an eligible full or part time bargaining unit 1, 2, 3, 4A, 6, 7, 8 9, or 10, confidential or management employee and his/her/their eligible spouse are both employees of the Commonwealth, they may jointly be granted a total of not more than twenty-six (26) weeks of unpaid leave to care for the employee's parent with a serious medical condition; or in conjunction with the birth, adoption or foster placement of a child as long as the leave concludes within twelve (12) months following the birth, adoption or foster placement. If the leave is requested because of the illness of a child or of the other spouse, each spouse is entitled to twenty-six (26) weeks of unpaid leave.

12. Massachusetts Maternity Leave Act ("MMLA"):

A. A female employee is eligible for unpaid maternity leave under M.G.L. c. 149, § 105D, the MMLA if:

i. She has completed her initial probationary period;

ii. She is absent from such employment for a period not exceeding eight weeks for the purpose of (i) giving birth, (ii) adopting a child under the age of eighteen (18), or (iii) adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled; and

iii. She provides at least two (2) weeks notice of her anticipated date of departure and intention to return.

B. An eligible employee is entitled to return to the same or a similar position without loss of employment benefits for which she was eligible on the date her leave commenced, if she terminates her leave within eight (8) weeks.

13. Fair Labor Standards Act

Effective March 23, 2010 employers are required to provide a nursing mother reasonable break time to express breast milk after the birth of her child. The law is enforced by the United States Department of Labor (DOL).

An employer shall provide to employees (who are not exempt from the Fair Labor Standards Act (FLSA)):

- Reasonable break time for an employee to express milk for her nursing child for one (1) year after the child's birth each time such employee has need to express milk; and

- A place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk.

Time, Location and Compensation of the Breaks

1. Employers are required to provide a reasonable amount of break time to express milk, as frequently as needed by the nursing mother. The frequency and duration of the breaks may vary.

2. The location must be functional as a space for expressing milk, if the space is not dedicated to the nursing mother's use, it must be available when needed in order to meet the statutory requirement. The space, whether permanent or temporary, must be shielded from view and free from intrusion from co-workers and the public.

3. Employers are not required to compensate nursing mother for breaks taken for the purpose of expressing milk. Where an employer already provides compensated breaks, an employee who uses that break time to express milk must be compensated in the same way that other employees are compensated for break time. In addition, the FLSA general requirement that the employee must be completely relieved from duty or else the time must be compensated as work time applies.

4. Agencies may not consider nursing mother's break time to be FMLA leave or counted against an employee's FMLA leave entitlement as nursing is not considered a "serious health condition" under the FMLA per the DOL.

14. Non-FMLA Family Leave:

a. A full or regular part-time employee who has completed his/her/their probationary period, or if there is no such probationary period, has been employed for at least three consecutive months who has given at least two (2) weeks prior notice of his/her/their anticipated date of departure and who has given notice of his/her/their intention to return may be granted non-FMLA family leave for a period not exceeding ten (10) weeks. Such leave will be without pay or benefits for such period. The purpose for which an employee may submit his/her/their 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 a child (stepchild in the case of a bargaining unit 4 employee) whether or not the child 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/their designee.

c. If the employee has accrued sick leave, personal leave, or vacation credits at the commencement of his/her/their non-FMLA family leave, the employee may use such leave credits for which he/she/they may be eligible under the sick leave, personal leave, or vacation leave provisions of the applicable collective bargaining agreement (bargaining unit employees) or "Red Book" (management and confidential employees).

d. Between periods of 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 of compensatory time shall be granted for such holiday.

15. Federal Family and Medical Leave Act:

a. Under the provisions of the Federal Family and Medical Leave Act of 1993, a bargaining unit, confidential or management employee who has

worked for the Commonwealth for a total of at least twelve (12) months, and has worked at least 1,250 hours over the previous twelve (12) months is entitled to up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

i. To care for the employee's child after birth, or placement for adoption or foster care.

ii. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.

iii. For a serious health condition that makes the employee unable to perform his/her/their job.

b. If the employee has accrued sick leave, personal leave or vacation credits at the commencement of his/her/their leave, he/she/they may use such leave credits for which he/she/they may be eligible under the sick leave, personal leave or vacation provisions of the applicable collective bargaining agreement (bargaining unit employees) or "Red Book" (management and confidential employees).

c. At least thirty (30) days in advance, the employee shall submit an application for leave indicating his/her/their request to take such leave and the dates and expected duration of such leave (Attachment A). 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, certification from a health care provider of the employee's own illness or certification from a health care provider of an illness of the employee's family member (Attachment B).

Note: Attachment B1 is for the **Employee's** Serious Health Condition and Attachment B2 is for the **Family Member's** Serious Health Condition.

d. The use of Federal Family and Medical Leave Act cannot result in the loss of any employment benefit that accrued prior to the start of an employee's, leave under the Act. In addition, the employer must maintain the employee's group health insurance coverage for the duration of the leave.

16. <u>Education Leave:</u>

Paid educational leaves of absence are available to those bargaining unit employees who are covered by collective bargaining agreements that contain educational leave provisions. Office of Employee Relations (OER) Contract Memorandum 88-2 (Attachment C), which is the Commonwealth's Education Leave of Absence Policy, should be consulted for more specific information.

17. <u>Leave for Massachusetts State Employees Blood Program:</u>

a. An employee may take up to four hours leave with pay, subject to the approval of his/her/their supervisor, for the purpose of donating blood to the Massachusetts State Employees Blood Program (MSEBP). This leave may be allowed up to a maximum of five times annually between October 1 and September 30 and must be taken on the day that the blood donation occurs. Employees will not accrue compensatory time in lieu of such leave.

b. An employee, who donates blood five times or more between October 1 and September 30 is also allowed to take up to four hours leave with pay, subject to the approval of his/her/their supervisor, to attend the annual MSEBP award ceremonies.

18. Small Necessities Leave Act:

a. An eligible employee shall be entitled to a total of twenty-four (24) hours of leave during any twelve (12) month period, in addition to leave available under the Federal Family and Medical Leave Act, for the following purposes:

i. To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school.

ii. To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations.

iii. To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

An eligible employee shall substitute any of his/her/their accrued paid vacation leave, personal leave, sick leave or compensatory time for any of the leave provided under this subsection prior to taking leave under this subsection as leave without pay.

However, nothing herein shall be construed as to require the Department to provide paid leave except in accordance with the applicable collective bargaining agreement, "Red Book", and/or the Rules and Regulations Governing All Employees of the Massachusetts Department of Correction ("Blue Book"), or to require the Department to provide paid leave in any situation in which the Department would not normally provide any such paid leave.

b. Leave under this subsection may be taken intermittently or on a reduced leave schedule. An eligible employee may take increments of time depending on the employee's needs, as long as the total leave does not exceed 24 hours during any 12-month period. The minimum allowable

increment shall be consistent with that specified in the applicable collective bargaining agreement or the "Red Book" for the particular type of leave being used (e.g.: paid sick leave, vacation, personal), but in any event not less than one-half hour.

c. To be entitled to the leave period, employees shall provide notice to their immediate supervisor as follows:

i. If the necessity for the leave under this policy is foreseeable, the employee shall provide his/her/their immediate supervisor with not less than seven days written notice before the date the leave is to begin.

ii. If the necessity for the leave is not foreseeable, the employee shall telephone or send promptly notice of any anticipated delay or absence due to unavoidable detention to the person designated by the Superintendent or Department Head to receive and record such calls, in order that provisions may be made to cover the employee's absence. Absence from duty without permission or notice shall not be allowed, consistent with the provisions of the "Blue Book".

The employee shall provide his/her/their immediate supervisor with written notice and certification to support a request for leave under this policy, utilizing the Employee's Notice of Leave and Certification Under the Small Necessities Leave Act (Attachment C).

d. Definitions as used under this Act:

i. "School" denotes a public or private elementary (e.g.: grade school) or secondary school (e.g.: high school), a Head Start Program assisted under the Head Start Act, 42 U.S.C. §§9831, et seq., or a children's day care facility licensed under M.G.L. c. 28A.

ii. "Son or daughter" includes a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in *loco parentis.* The son or daughter must either be under 18 years of age or 18 years of age or older and incapable of self-care because of mental or physical disability, 29 U.S.C. § 2611 (12).

iii. "Elderly relative" is an individual of at least sixty (60) years of age who is related by blood or marriage to the employee.

19. <u>Sexual Assault, Domestic Violence and Stalking Leave</u>

An employee may use up to a maximum of fifteen (15) paid days per calendar year for the purpose of arranging for the care of him/her/them self or his/her/their child(ren) (or elderly parent(s) and spouse, in the case of a bargaining unit 8 or 10 employee) or for attending to necessary legal proceedings or activities in

instances where the employee or his/her/their child(ren) (or elderly parent(s) and spouse, in the case of a bargaining unit 8 or 10 employee) is/are a victim (s) of sexual assault, domestic violence and stalking and where the employee is not the perpetrator. Said fifteen (15) days are in addition to any other paid leave that the employee may accrue under the provisions of his/her/their collective bargaining agreement.

The Department's Domestic Violence Coordinator shall have the authority to approve/deny any requests for leave with pay based on the appropriateness of the request.

20. Non-Discriminatory Leave Benefit Policy for Managers and Confidential Employees:

It is the policy of the Commonwealth, in accordance with Executive Order 340, to award leave benefits to managers and confidential employees fairly and equitably without regard to sexual orientation. The Commonwealth's Non-Discrimination Leave Benefit Policy for Managers and Confidential Employees should be consulted for more specific information.

211.03 TUITION REMISSION

1. Tuition remission is available to full-time employees of the Commonwealth with at least six (6) months of full-time or the equivalent part-time service with the state. Tuition remission also applies to the spouses of eligible employees subject to the limitation that spousal eligibility is subordinate to the tuition remission rights extended to full-time employees.

2. This benefit provides 100% remission of tuition in a regular state supported course and 50% remission of tuition in a non-state supported course offered through continuing education at any community college, state college or the University of Massachusetts excluding the M.D. program at the University of Massachusetts Medical School.

3. This benefit is subject to space available and to the usual admission policies of the college or university.

4. Tuition Remission Forms and additional information concerning this benefit can be obtained from the Department’s Division of Human Resources.

211.04 EMPLOYEE EXPENSES

1. Effective May 22, 2011, employees authorized to use their personal automobile for travel related to their employment shall be reimbursed for mileage at the rate of $0.45 per mile.

2. Effective July 9, 2006, any employee in Unit 8 & 10 who is authorized to use his/her/their personal automobile for travel related to his/her/their employment shall be eligible for a car allowance. The allowance shall be paid quarterly to such

employees for mileage incurred while operating their private vehicle in the course of official Commonwealth business according to the following formula:

A. Employees who drive 2,000 or more miles in any quarter shall be eligible for a quarterly reimbursement of two hundred and thirty-eight dollars ($238.00)

B. Employees who drive at least 1,000 but fewer than 2,000 miles in any quarter shall be eligible for a quarterly reimbursement of one hundred and fifty-nine dollars ($159.00)

C. Employees who drive at least 300 but fewer than 1,000 miles in any quarter shall be eligible for a quarterly reimbursement of eighty dollars ($80.00)

3. Employees who travel from their homes to a temporary assignment rather than their regularly assigned office shall be allowed transportation expenses for the distance between their home and their temporary assignment or between their regularly assigned office and their temporary assignment whichever is less.

4. 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/their regular office by his/her/their appointing authority for the purposes of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

5. Employees assigned to duty that requires them to be absent from their 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.

6. 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.

7. Bargaining unit employees should consult the appropriate collective bargaining agreement and confidential and management employees should consult the "Red Book" for additional information regarding employee expenses including the specific rates of reimbursement allowed.

8. Employees are encouraged to continue their education and training. Continuing staff development is encouraged by providing administrative leave and/or reimbursement for attending approved educational programs, professional meetings, seminars, or similar work-related activities.

211.05 WORKERS' COMPENSATION

1. Employees, with the possible exception (said exception to be determined by the Industrial Accident Board) of "public officers" (e.g. Commissioner, Deputy Commissioner, Superintendents), are covered under the Commonwealth's Workers Compensation Law for injuries arising out of and in the course of their employment.

2. In the event that an employee is injured on the job, he/she/they must report the injury to his/her/their supervisor and his/her/their institution industrial accident coordinator immediately. In addition, the DHR Workers' Compensation Unit must file a Notice of Injury Report, Internal Claims Investigation, Authorization for Release of Medical Records and Concurrent Employment Review Form with the Human Resources Division (HRD) (of the Executive Office for Administration and Finance), Workers' Compensation Section within 48 hours of the injury.

3. An employee must be incapacitated for five days or more in order to receive compensation. If incapacity extends for twenty-one (21) days or more, compensation shall be paid from the date of onset of incapacity. If incapacity extends for a period of at least five (5) days but less than twenty-one (21) days compensation shall be paid from the sixth day of incapacity. Except as otherwise provided in M.G.L., Chapter 152, no compensation shall be paid for any period for which wages were earned.

4. All medical expenses that are causally related to an injury, irrespective of the length of disability, will be paid by the Commonwealth providing that they are reasonable and necessary as determined by the HRD Workers' Compensation Utilization Review Unit.

211.06 RETIREMENT

1. All full-time and all one-half time or better employees must be members of the Massachusetts Retirement System. Every week nine percent (9%) of an employee's gross salary is deducted for retirement (eight percent (8%) for those hired prior to July 1, 1996, seven percent (7%) for those hired prior to January 1, 1984 and five percent (5%) for those hired prior to January 1, 1975).

   NOTE: Employees hired after January 1, 1979 will pay their regular retirement contribution plus an additional two percent (2%) contribution on salaries in excess of $30,000. The additional contribution is required as of January 1, 1988.

2. Accumulated deductions can be withdrawn from the retirement system upon resignation from state service.

3. An employee is considered eligible for retirement if he/she/they has twenty (20) years of service, or if he/she/they is age fifty-five (55) with at least ten (10) years of service.

4. A retiring employee's retirement is generally processed under what is termed "superannuation". It may also be processed as a disability or as an eligible veteran. Under superannuation the employee's "benefit rate" (determined by age and retirement group) is multiplied by his/her/their high three year average pay multiplied by his/her/their creditable service to arrive at his/her/their annual retirement allowance.

5. A retiring employee may elect to retire under one (1) of the following three (3) retirement options:

   a. Option A - Provides the largest retirement allowance in monthly payments. However, all allowance payments will stop upon the employee's death and no benefits will be provided to the employee's survivors.

   b. Option B - Provides for a retirement allowance about three-percent (3%) to ten-percent (10%) less than Option A. However, this option provides a lump sum payment of any remaining balance of the employee's accumulated total deductions at the employee's death to his/her/their surviving beneficiary of record, or if there is no beneficiary living, the person or persons appearing in the judgment of the State Board of Retirement (SBR) to be so entitled.

   c. Option C - Known as The Joint and Last Survivor Allowance, it provides a retirement allowance approximately twenty-percent (20%) less than an employee would receive under Option A. However, upon the death of the employee, this option provides an allowance equal to two-thirds of the retirement allowance paid the employee at the time of his/her/their death to his/her/their designated benefit beneficiary.

6. An employee injured in the performance of his/her/their duty and incapacitated may apply for and receive an accidental disability allowance, which consists of an annuity and a pension, calculated as follows:

   a. The annuity is based on the employee's total accumulated deductions with related interest, and the employee's age on the date of retirement.
   b. The pension is equal to 72% of the annual rate of the employee's regular compensation which he/she/they was earning on the date of injury or 72% of the average annual rate of regular compensation for the twelve (12) month period for which he/she/they last received regular compensation, whichever is greater.

   There is an additional pension benefit to which the employee is entitled if he/she/they has eligible children. This is a yearly allowance of $450.00 for each surviving child under eighteen (18) or over said age and physically or mentally incapacitated from earning on the date of the employee's retirement, or over said age and under twenty-one (21) if he/she/they is a full-time student at an accredited educational institution. Beginning July 1, 1989, this amount increases by an

amount equal to the percentage increase of the cost of living each year as determined by the Legislature for retirement allowances, pensions and annuities.

NOTE: The annual retirement allowance (the sum of pension and annuity, exclusive of payments made to eligible children) of an accidental disability retiree who became a member-in-service after January 1, 1988 cannot exceed 75% of the annual rate of regular compensation used to calculate the allowance.

7. An employee who is a veteran and who was in public service on or before June 30, 1939 may be eligible for a special veteran's pension. M.G.L., Chapter 32, Sections 56 through 60 should be consulted for more specific information.

8. Chapter 637 of the Acts of 1982 amended M.G.L., Chapter 32 to provide a 20 year retirement option for certain employees of the Department. Specifically, Chapter 637 provides that any employee of the Department classified in Retirement Group Four (which includes employees at any correctional institution or prison camp under the control of the Department who hold the position of Correction Officer, Female Correction Officer, Industrial Instructor, Recreation Officer, Assistant Industrial Shop Manager, Industrial Shop Manager, Assistant to the Supervisor of Industries, Supervisor of Industries, Senior Correction Officer, Senior Female Correction Officer, Supervising Correction Officer, Supervising Female Correction Officer, Prison Camp Officer, Senior Prison Camp Officer, Supervising Prison Camp Officer, Assistant Deputy Superintendent, and employees who hold the position of State Hospital Steward in the Department) whose major responsibilities include the care and custody of prisoners, and any Transportation Officer working within the Department, who has performed service in the Department of not less than twenty (20) years shall, at his/her/their own request, be retired at 50% of his/her/their average annual rate of regular compensation during the twelve (12) month period immediately preceding the date of retirement, plus one percent for each year of service in excess of twenty (20) years of service.

9. The foregoing information is presented to give an overview of the possibilities inherent in the Massachusetts Retirement Plan. However, it is strongly recommended that prospective retirees avail themselves of the personal counseling offered by the State Board of Retirement (SBR). The SBR may be contacted at (617) 367-7770 for more information or to arrange a private interview.

NOTE: A part-time, seasonal, temporary or full-time employee ineligible to join the Massachusetts Retirement System is required to join the Commonwealth's OBRA Mandatory Alternative Retirement Program administered by Aetna Life Insurance and Annuity Company, Aetna Financial Services under the State's Deferred Compensation Plan. The Department Division of Human Resources is required to have said employee complete the Plan's Participation Agreement.

211.07 HEALTH/LIFE INSURANCE COVERAGE

1. The Commonwealth offers, through its Group Insurance Commission (GIC), several types of health insurance plans to its full and part-time employees, including services by both conventional insurance underwriters and health maintenance organizations.

2. Employees pay 15%-20% of the monthly premium, this percentage is based on the employees annual salary and date of hire. The Commonwealth will pay the remaining 80%-85% balance of the monthly premium.

3. The Commonwealth also offers its employees the option of purchasing life insurance coverage.

4. Details of the health/life insurance coverage can be obtained from the Department Division of Human Resources. In addition 103 DOC 344, *Personal Insurance Coverage* may be consulted for more information.

211.08 DENTAL/VISION CARE PLAN

1. The GIC's Dental and Vision Plan provides dental and vision benefits to eligible full and part-time state employees.

2. Management and Confidential employees in the Department are eligible for these benefits.

3. Employees enrolling in the plan pay 15% of the cost of the monthly premium, with the Commonwealth contributing the remaining 85%.

4. Eligible employees can obtain additional information concerning the Dental and Vision Plan from the Department Division of Human Resources. In addition, 103 DOC 344, *Personal Insurance Coverage* may be consulted for more information.

211.09 LONG TERM DISABILITY INSURANCE

1. Long Term Disability Insurance (LTD) is provided to full and part-time employees of the Commonwealth by Unum, 1-877-226-8620. This is an employee-pay-all program designed to provide income replacement in the event an employee is unable to work due to illness or injury.

2. A booklet, prepared by Unum is available to all employees through the Department Division of Human Resources, which provides specific information relative to this program. In addition 103 DOC 344, *Personal Insurance Coverage* may be consulted for more information.

211.10 DEPENDENT CARE ASSISTANCE PROGRAM

1. The Commonwealth's Dependent Care Assistance Program is an employee benefit designed to help reduce an employee's child or other dependent care expenses by

allowing the employee to pay up to a maximum of $5,000 of dependent care expenses with pre-tax income.

2. An employee qualifies to participate in this program as follows:

   a. In order to work, his/her/their child(ren)younger than the age of thirteen (13) is/are in a licensed day care center or a family day care home, or another form of child care which meets the Federal Tax Code.

   b. He/she/they cares for an adult or child who is mentally or physically incapacitated whom the employee claims as an exemption and who lives in the employee's house at least eight (8) hours a day.

3. More specific information on this program is available through the Department Division of Human Resources or by calling the program's manager, Benefits Strategies, 1-877-FLEXGIC.

211.11 HEALTH CARE SPENDING ACCOUNTS

1. The Commonwealth's Health Care Spending Account program is an employee benefit designed to help reduce an employee's health care expenses by allowing employees to pay for out-of-pocket health care expenses on a pre-tax basis, reducing participants' federal and state income taxes.

2. All active state employees who are eligible for health benefits with the GIC are eligible for HCSA. Employees must work at least eighteen and three-quarters (18.75) hours in a thirty seven and a half (37.5) hour work week or twenty (20) hours in a forty (40) hour work week. More specific information on this program is available through the Department Division of Human Resources or by calling the program's manager, Benefit Strategies, 1-877-FLEXGIC.

211.12 ADOPTION ASSISTANCE PROGRAM

1. Employees, with the exception of bargaining unit 7 employees, are eligible to participate in the Adoption Assistance Program in accordance with the guidelines issued by HRD in cooperation with the DCF (formerly DSS) and the Board of Higher Education (BHE).

2. This program provides the following benefits to employees who adopt a child from DCF, effective January 1, 1995 or thereafter:

   a. Up to fifty-two (52) weeks of FMLA unpaid leave to conclude within twelve (12) months following the adoption during which employees shall receive their regular salary for ten (10) days of said leave.
   b. Up to thirty (30) days of accrued paid sick leave may be taken for the purpose of parental leave due to adoption under FMLA to be concluded within twelve (12) months of the adoption.
   c. Up to ten (10) days of accrued paid sick leave per calendar year may be taken for the purpose of attending to the necessary preparations and legal

requirements related to the adoption. However, in no event may an employee use more than thirty (30) days of sick leave in a calendar year for adoption related purposes.

d. Adoption support services provided by the DCF.

3. The adopted child receives tuition remission at a Massachusetts State college/university or community college and corporate sponsorship arranged by DCF.

211.13 BEREAVEMENT COMPENSATION

1. Retirement:

a. The employee's accumulated retirement deductions would be paid, in one sum, to his/her/their beneficiary(s) if the employee's death is covered by the provisions of M.G.L. c. 32, §9. In addition, an Accidental Death Benefit would be paid. This could amount to a yearly pension equal to 72% of the annual rate of compensation the employee was receiving on the date of injury, or 72% of the salary he/she/they received during the last year of regular employment, whichever is greater. Such an amount would be paid to the employee's spouse for as long as said spouse survives. To this would be added a yearly amount of $312.00 for each surviving child under age eighteen (18) or over said age and physically or mentally incapacitated from earning on the date of his/her/their death, or over said age and under twenty-one (21) if he/she/they is a full-time student at an accredited school, provided that the total benefit does not exceed the employee's rate of regular compensation, on the date of injury, or the salary he/she/they received for the last year worked. Widows of correction officers may receive 100% in certain deaths.

b. An employee may nominate under Option D of the state retirement system an eligible beneficiary, and if the employee dies before being retired, such beneficiary will receive two-thirds of the Option C allowance to which the employee would have been entitled, had he/she/they retired as of the date of his/her/their death.

c. The SBR should be consulted for additional information.

2. Life Insurance:

On the death of an employee his/her/their designated beneficiary(s) would be entitled to whatever life insurance, if any, the employee elected to carry under the Commonwealth's Group Insurance Plan.

3. Vacation Pay:

On the death of an employee his/her/their designated beneficiary(s), or if there be no such designated beneficiary(s), the estate of the deceased employee would be entitled to payment for unused vacation leave provided that no monetary or other

allowance has already been made. However, as the specific provisions of the various collective bargaining agreements and the "Red Book" governing the payment of compensation for unused accrued vacation leave upon the death of an employee do vary, Department employees are advised to contact the Department Division of Human Resources for more information.

4. Sick Leave:

a. Upon the death of a confidential or management employee who dies while in the employ of the Commonwealth, his/her/their estate shall be paid 20% of the value of the unused sick leave accrued as of the date of death.

b. Upon the death of a bargaining unit employee who dies while in the employ of the Commonwealth, 20% of the value of unused sick leave accrued shall be paid in the following order of precedence as authorized by the Personnel Administrator upon request of the Appointing Authority:

i. First, to the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system.

ii. Second, if there is no such designated beneficiary, to the estate of the deceased.

211.14 DEPARTMENT OF CORRECTION EMPLOYEE ASSISTANCE SERVICES UNIT

1. The Massachusetts Correctional Employees' Assistance Services has been established through joint labor/management cooperation to inform employees of helping resources in the community, assist them in accessing the services they may need, and educate the employee about stress, its causes and prevention. Services and/or referrals are provided on a confidential basis to all employees of the Department and their families. Services/referrals include, but are not limited to:

a. Drug and alcohol abuse counseling and treatment.

b. Family counseling.

c. Marital counseling.

d. Crisis intervention.

e. Stress management counseling.

f. Referrals to outside professional groups, agencies and/or individuals.

g. Physical and mental health care.

h. Peer counseling and guidance.

2. The goal of the program is to counteract the destructive effects of job related stress through the effective recognition and treatment of stress-related behavior and conditions, and through the provision for aftercare in those cases where it is deemed necessary.

3. Assistance can be obtained by contacting one of the Employee Assistance Services Unit Counselors through the Department Duty Station at (508) 422-3481.

211.15 DEFERRED COMPENSATION PLAN

There is a Deferred Compensation Plan available to state employees. This plan allows employees to defer up to (after pension contributions) a maximum of $11,000 for fiscal year 2002, $12,000 for fiscal year 2003, $13,000 for fiscal year 2004, $14,000 for fiscal year 2005, $15,000 for fiscal year 2006,and for fiscal year 2007 and later, annual cost-of-living increases in $500.00 increments**,** free of federal or state income tax. The amount deferred is invested in a guaranteed fixed annuity, life insurance, a bank savings account or a combination of these. Return on investment comes at a time when an employee is likely to be in a lower tax bracket such as retirement. It is at this time that taxes will be paid. Further information can be obtained by contacting the Division of Human Resources payroll office at 508-850-7899 or by calling Great West directly at (877) 457-1900.

211.16 MASSACHUSETTS STATE EMPLOYEES CREDIT UNION

1. The Massachusetts State Employees Credit Union (MSECU) is a non-profit, cooperative financial institution owned and operated by its members. It was established in 1921 and its charter allows membership to current or retired state employees and their immediate family (parents, children, sisters, brothers).

2. The credit union offers a variety of services and products to meet the needs of its members including the following:

   a. Regular savings.

   b. Christmas and vacation clubs.

   c. NOW checking.

   d. Money market accounts.

   e. Term certificates.

   f. Individual retirement accounts.

   g. ATM cards.

3. There are also a variety of other services available including a number of different loan programs. Additional information may be obtained by contacting the MSECU at:

101 Merrimac Street
Boston, Massachusetts 02114-4776
(617) 735-5555
Toll Free: 1-800-700-7733

211.17 COMPETITIVENESS OF BENEFITS

Employee benefits are competitive with those in other parts of the criminal justice system and with those in other parts of the public sector, and the private sector. In addition, accumulated vacation, personal and sick leave credits, and retirement may be carried from one state agency to another.

COMMONWEALTH OF MASSACHUSETTS

EMPLOYEE NOTICE OF FAMILY OR MEDICAL LEAVE

DIRECTIONS TO EMPLOYEE:

1. You may use this form to **notify management** of your anticipated date of FMLA leave.

2. Please fill out this form and return it to your supervisor **30 days prior** to your anticipated leave date, or if your leave is unforeseeable, as soon as practicable.

TO BE COMPLETED BY EMPLOYEE: (please print or type)

1. Employee's Name: _____ Employee ID No. _____

Department / Agency: _____

2. Patient's Name (If other than employee): _____
Relationship to Employee: _____

3. Employee's Current Address: _____

4. Type of FMLA Leave Requested:

☐ Consecutive Months (up to 26 weeks) Beginning Date _____ Ending Date _____
☐ Intermittent Leave Expected days/weeks/months on leave _____
☐ Reduced Leave Schedule (specify change in schedule) _____

5. Reason for Leave:

☐ Birth of a child Estimated Date of Delivery _____
☐ Placement of a child by foster care or adoption Date of Placement _____
☐ Family member's "serious health condition"
☐ Employee's own "serious health condition"

6. I understand that the employer may request a verifying medical certification from a physician for a leave request based on my serious health condition or the serious health condition of my spouse, child, or parent and that the employer may require a second or third medical opinion (at the employer's expense) as well as periodic re-certification. **I hereby authorize a health care provider representing the employer to contact my physician to verify the reason for my requested family and medical leave.**

7. I understand that the employer may require a fitness-for-duty examination and certification to return from leave.

8. I understand that a failure to return to work at the end of the leave period may be treated as a resignation unless an extension of leave has been agreed upon and approved by the employer.

9. I understand that a failure to return to work at the end of the leave period may require me to reimburse the employer for its share of health insurance premiums paid on my behalf during the leave period.

Signature: _____ Date: _____

APPROVED BY: _____

Supervisor

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

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

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

OMB Control Number: 1235-0003
Expires: 8/31/2021

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

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

Employee's essential job functions: _____

_____

Check if job description is attached:

SECTION II: For Completion by the EMPLOYEE

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

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

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

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

   Probable duration of condition: _____

   Mark below as applicable:
   Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
   ___No ___Yes. If so, dates of admission:

   _____

   Date(s) you treated the patient for condition:

   _____

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

   Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

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

   _____

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

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

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

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

   _____

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

   _____

   _____

   _____

   _____

   _____

   _____

   _____

CONTINUED ON NEXT PAGE

PART B: AMOUNT OF LEAVE NEEDED

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

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

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

   If so, are the treatments or the reduced number of hours of work medically necessary?
   ___No ___Yes.

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

   _____

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

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

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ____No ____Yes.

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

   _____

   _____

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

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

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

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

_____

CONTINUED ON NEXT PAGE

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

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

OMB Control Number: 1235-0003
Expires: 8/31/2021

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

_____

SECTION II: For Completion by the EMPLOYEE

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

Your name: _____
First Middle Last

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

Relationship of family member to you: _____

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

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

_____

_____

_____

_____ _____
Employee Signature Date

CONTINUED ON NEXT PAGE

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address:_____

Type of practice / Medical specialty: _____

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

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

   Probable duration of condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
   ___No ___Yes. If so, dates of admission: _____

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

   Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

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

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

   _____

   _____

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

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

_____

_____

_____

_____

 CONTINUED ON NEXT PAGE

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

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ___No ___Yes.

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

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

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

   _____

   _____

   _____

   _____

   _____

5. Will the patient require follow-up treatments, including any time for recovery? ___No ___Yes.

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

   _____

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

   _____

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

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

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

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

   _____

   _____

   _____

   _____

CONTINUED ON NEXT PAGE

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ____No ____Yes.

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

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

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

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

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

_____

_____

_____

_____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

Attachment C

Employee's Notice of Leave and Certification
Under the Small Necessities Leave Act

Pursuant to G. L. c. 149, § 52D, the Small Necessities Leave Act ("SNLA"), eligible employees are entitled to a total of twenty-four (24) hours of leave during any 12 month period, in addition to leave available under the Federal Family and Medical Leave Act, for three specific purposes.

To be entitled to SNLA leave, employees shall, not less than seven days before the date the leave is to begin, provide written notice to their immediate supervisor, if the necessity for the leave under this policy is foreseeable. If, however, the necessity for the leave in not foreseeable, the employee shall telephone or send promptly notice of any anticipated delay or absence due to unavoidable detention to the person designated by the superintendent of division head to receive and record such calls, in order that provisions may be made to cover the employee's absence. Employees seeking leave under this statute for one of the purposes specified below will be required to provide such necessary stature for one of the purposes specified below will be required to provide such necessary information and/or documentation, in support of the request for leave, at any time as required by their supervisor. Abuse of leave under this policy will result in disciplinary action.

Although employees are not entitled to pay for leave under this statute, employees will be required to utilize accrued vacation, personal, sick and compensatory time prior to taking leave under this policy as leave without pay in accordance with the applicable collective bargaining agreement.

I certify that on _____ I will/did take _____
Hours of leave for the following purpose(s) (check all that are applicable):

- ☐ to participate in school activities directly related to the educational advancement of a son or daughter;
- ☐ to accompany my son or daughter to routine medical or dental appointments such as check-ups or vaccinations; or
- ☐ to accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care.

Employee's Name: _____ Date:_____

Institution:_____

Type of time requested: _____

Received By:_____ Date: _____