



EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
COMMONWEALTH OF MASSACHUSETTS
HUMAN RESOURCES DIVISION
100 CAMBRIDGE STREET, SUITE 600
BOSTON, MA 02114

MAURA T. HEALEY
GOVERNOR


KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

MATTHEW J. GORZKOWICZ
SECRETARY

MELISSA J. PULLIN
CHIEF HUMAN RESOURCES OFFICER

MEMORANDUM

TO: Cabinet Secretary, Chief of Staff, Agency Head, Departmental Human Resources Director, Labor Relations Director, Payroll, and Budget Staff with Bargaining Unit 11 employees

FROM: Patricia M. Lavin, Assistant Director of Employee Relations
Human Resources Division/Office of Employee Relations


DATE: January 7, 2026

RE: Implementation of the *Non-Economic* Provisions of the January 1, 2025 – December 31, 2027, Commonwealth – IAFF Collective Bargaining Agreement

On November 22, 2025, the Commonwealth of Massachusetts's Human Resources Division signed a Labor Agreement with IAFF, Unit 11 for the period of January 1, 2025, to December 31, 2027. This Memorandum implements the **non-economic** provisions of the new Agreement.

Be advised that the following *non-economic* terms and provisions of this Agreement are effective January 11, 2026:

- **Art. 2B Probationary Period (unilateral 90 day extension)**
- **Article 5 Union Business**
- **Art. 7.2 Workweek and Work Schedules - Overtime (compensatory hours in lieu of overtime cap)**
- **Art. 10.5 Holidays L. S-28 (compensatory hours in lieu of holiday pay cap)**
- **Art. 21 Training & Career Ladders**
- **Art. 23A Grievance Procedure (timeline for filing to next step following written waiver at lower level)**
- **MOU Art. 10.6 Holidays L. S-29 (compensatory hours in lieu of holiday pay cap)**

All other language items contained herein are retroactive to January 1, 2025.

Questions regarding the provisions of the new Agreement should be directed to Patricia Lavin, Assistant Director of HRD's Office of Employee Relations. Questions regarding the promotion

and demotion language should be directed to Sarah Unsworth, Director of Classification and Compensation, HRD.

A copy of this Implementation Memorandum will be posted on HRD's website at (<https://www.mass.gov/guides/collective-bargaining-agreements-union-contracts>). A fully integrated 2025 – 2027 Collective Bargaining Agreement will be distributed as soon as administratively possible.

TABLE OF CONTENTS

SUBJECT	PAGE
Preamble	4
Article 1 Recognition	4
Article 2B Probationary Period	4
Article 5 Union Business	4
Article 7 Workweek and Work Schedules	6
Article 8 Leave	9
Article 9 Vacations	18
Article 10 Holidays	19
Article 12 Salary Rates	21
Article 17A Technology Resources	21
Article 21 Training & Career Ladders	23
Article 23 Arbitration of Disciplinary Action	23
Article 23A Grievance Procedure	24
Article 24 Personnel Records	24
Article 28 Duration	25
Wage Reopener	25
Labor Management Committee	25
MOA Regarding Emergency Day	26
MOU Article 10 Holidays for Local S-29	27

PREAMBLE

This Collective Bargaining Agreement is entered into on **November 22, 2025**, by the **International Association of Fire Fighters, consisting of** Local S-28 and S-29 ~~respectively, International Association of Fire Fighters~~, hereinafter referred to as the “Union” or “Local S-28” or “Local S-29”, and by the Commonwealth of Massachusetts acting through the Commissioner of Administration and Finance and his/her Human Resources Division, hereinafter referred to as the “Employer”, or the “Commonwealth”; and has as its purpose the promotion of harmonious relations between the Union and the Employer. To this end, the parties recognize the importance of dealing with one another with mutual respect and dignity.

Unless otherwise noted, S-28 and S-29 distinctions shall be represented with a slash respectively. Ex: 8.4/10.6 - meaning 8.4 applies to S-28, and 10.6 applies to S-29.

ARTICLE 1 RECOGNITION

[No change to the Article, only the addition of the contract reference specification above Article 1.]

(New Article) ARTICLE 2B PROBATIONARY PERIOD

(Language derived from Article 23.1 Arbitration of Disciplinary Action)

- 1. Upon new employment or reemployment, all employees shall serve a twelve (12) month probationary period. Probationary periods may be extended up to ninety (90) days for new hires/rehires with concurrent notice to the Union and the employee. Such notice shall include a reason for extending the probationary period.**
2. An employee who severs their employment with a Department/Agency must serve an additional probationary period upon re-employment with the same or other Department/Agency whether in the same or a different job title.

ARTICLE 5 UNION BUSINESS

Section 1 Union Representation

Move to Section 5 Union Use of Premises

~~Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied.~~

The Union will furnish the Employer with a list of **Union Stewards, Union officials, and** staff representatives and their areas of jurisdiction. **Whenever there is a change within said representation, notice shall be made to the Employer within seven (7) calendar days.**

Section 2 Grievance Processing

Union stewards or Union officials shall be permitted to have **paid union leave** ~~time off without loss of pay~~ for the investigation and processing of grievances and arbitrations. **Written requests for such time off shall be made at least twenty-four (24) hours in advance specifying the hours of such leave, including travel time, not to exceed 8.4/10.6 hours per calendar day** and shall not be unreasonably denied. The Union will furnish the Employer with a list of Union stewards and their jurisdictions. The Union shall delineate the jurisdiction of Union stewards so that no steward need travel between work locations or sub-divisions thereof while investigating grievances.

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

Section 3 Paid Union Leave of Absence For Union Business

~~Leave of absence~~ **Paid Union Leave** without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend **the PFFM and/or IAFF annual** conventions. Persons designated as alternate delegates shall not be granted Paid **Union Leaves of absence** to attend such conventions. Such paid leave shall not exceed a total of ~~five (5) days~~ **forty-two (42.0) / fifty-three (53.0) hours per delegate per calendar year, and shall not exceed three (3) delegates for each convention. Official designation as elected delegate shall be communicated to the Employer within seven (7) calendar days of such convention.**

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

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

All **Paid Union Leave** under this section shall require prior approval of the Appointing Authority and shall be in writing **specifying the hours of such leave, including travel time, not to exceed 8.4/10.6 hours per day.** The Union agrees to provide seven (7) calendar days advance notice.

Section 4 Unpaid Union Leave of Absence

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

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

All **Unpaid Union Leave** under this section shall require prior approval of the Human Resources Division and shall be in writing **specifying the hours of such leave, including travel time, not to exceed 8.4/10.6 hours per day.** The Union agrees to provide seven (7) **calendar** days advance notice.

Section 5 Union Use of Premises

[This Paragraph Moved from Section 1]

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied.

The Union shall be permitted to use facilities of the Department for the transaction of Union business during working hours and to have reasonable use of the Department's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law. Request for such access shall be made at least ~~one (1) day~~ **twenty-four (24) hours** in advance of such use and will not be unreasonably denied. This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract.

The Union shall be permitted one-half (1/2) hour per year to address its members regarding various union issues.

Section 6 Bulletin Boards

No Change

Section 7 Employer Provision of Information

No Change

Section 8 Orientation

No Change

ARTICLE 7 WORKWEEK AND WORK SCHEDULES

~~Effective on or about November 1, 2015, the Commonwealth will transition from monthly accruals for sick and vacation benefits to bi-weekly accruals. All paid leave time shall be prorated for regular and part time employees.~~

Section 2 Overtime

A. An employee shall be compensated at the rate of time and one half his/her regular rate of pay for authorized overtime work performed in excess of **his/her average weekly hours over the course of their work cycle as specified in Section 1.A of forty-two (42.0)/fifty-three (53.0) hours** ~~forty-two (42) hours (averaged over an eight week period).~~ For the purpose of this Article, regular overtime rate shall be defined as: straight **pay (regular hourly rate of pay)** for

all hours compensated up to and including **the average weekly hours or 42.0/53.0 hours** ~~42 hours~~. Premium pay (**time and one-half the regular hourly rate of pay**) for all hours compensated over **the average weekly hours as specified in Section 1.A.42 hours**. ~~With respect to the Local S-29 of the IAFF, an employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of one-hundred six (106) hours averaged over a two (2) week period. Overtime for the Training Lieutenant will be based upon the forty-nine (49) hour schedule.~~

B. The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday.

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

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

E. Employees who are engaged in special kinds of activities where scheduling of such work during regularly scheduled hours is not feasible, shall not be paid overtime on a weekly basis but may be given compensatory time off for such overtime work.

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

G. Upon the request of an employee, an Appointing Authority shall grant compensatory time in lieu of payment for overtime at the rate of not less than one and a half (1.5) hours for each hour of employment for which overtime compensation would be required under this Article. This shall be designated on the overtime form supplied by the Employer.

~~Such~~ **Total compensatory time hours accrued pursuant to this Article in lieu of overtime and as holiday compensatory hours provided for in Article 10 Holidays shall not be accumulated in excess of one-hundred twenty-six (126) ninety-four and one-half (94.5) hours/ for full-time S-28 employees and one-hundred nineteen and one-quarter (119.25) hours for full time S-29 employee hours and may be utilized in one-half (0.5) hour increments. Maximum compensatory hours shall be prorated for regular part-time employees.**

An Appointing Authority shall permit the use of compensatory time at the employee's request, provided the use of compensatory time does not unduly disrupt the operation of the Department. **Should the compensatory hours exceed the maximum compensatory hours limit of ninety-four and one-half (94.5)/or one-hundred nineteen and one-quarter (119.25) hours, the employee shall be paid for hours worked at their regular hourly overtime rate. Upon**

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

H. Should an employee on stand-by duty be required to report to work, such employee shall receive, in addition to his/her stand-by pay, additional pay for all hours worked on an overtime basis in accordance with Section 2 (Overtime) and Section ~~3 5~~ (Call Back) of this Article and all other relevant provisions of this Agreement. When the practice has been for the Employer to provide the employees on stand-by with an electronic paging device, this practice shall continue.

Section 3 Call Back Pay

A. An employee who has left his/her work place of employment after having completed work on his/her regular shift, and who is called back to **duty and required to report in person to a his/her** work place prior to the commencement of his/her scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift. **An employee shall not self-deploy or “call back” themselves to report in person to a work location.**

B. An employee who is called back to **perform work via electronic communication device (ex: telephone, networked computer, etc.)** as outlined above but is not **required to report in person** called back to a work place shall receive a minimum of two (2) hours pay at his/her regular overtime rate. This shall include situations where an employee fulfills his/her call back assignment through the use of an electronic communication device such as a telephone or “networked” computer.

For the purpose of this Article, an employee whose regular workweek is forty-two (42)/~~fifty-three (53)~~ **fifty-three (53)** hours “regular overtime” shall only mean premium pay if the employee has exceeded forty-two (42) hours/~~fifty-three (53)~~ **fifty-three (53)** hours of work or paid benefit time for the week. ~~An employee whose regular workweek is fifty-three (53) hours “regular overtime” shall only mean premium pay if the employee has exceeded fifty-three (53) hours of work or paid benefit time for the week.~~

Section 4 Stand-by Duty

B. The stand-by period shall be ~~fifteen~~ **fourteen (14 14.0)** hours in duration for any night stand-by duty, and shall be ~~nine ten~~ **(9 10.0)** hours in duration for any day stand-by duty.

C. Stand-by duty shall mean that a Department Head **or designee** has ordered any employee to be immediately available for duty **in person** upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when contacted, no stand-by pay shall be paid to the employee for the period.

~~D. Effective upon signing, but no earlier than the first full pay period of July 2025, an employee who is required by the Department Head as a condition of employment to be available~~

~~by electronic pager to report to duty immediately upon being paged shall be reimbursed at a rate not to exceed ten dollars (\$10.00) for such stand-by period.~~

ARTICLE 8 LEAVE

For the purpose of ARTICLE 8 – LEAVE all paid leave time shall be prorated for regular part-time employees.

~~As soon as administratively feasible, the Commonwealth will transition from monthly to biweekly accrual for sick leave benefits.~~

~~In accordance with this Article leave benefits/limitations for the Training Lieutenant will be based upon the forty-nine (49) hour schedule.~~

Section 8.1 Sick Leave

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

1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury.
2. An employee may use up to a maximum of five hundred and four (504)/**six hundred thirty-six (636)** hours per calendar year for the purpose of caring for:
 - 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 a relative living in the household who is seriously ill; or~~
 - **the employee's spouse or domestic partner (as defined by M.G.L. c. 175M)**
 - **the employee's child, foster child, stepchild, child of spouse or domestic partner,**
 - **employee's parent or stepparent**
 - **parent of spouse or domestic partner**
 - **domestic partner of employee's parent**
 - **brother, sister, or step sibling**
 - **grandparent, step grandparents, grandparent of spouse or domestic partner, or domestic partner of employee's grandparent**
 - **grandchild, step grandchild, grandchild of spouse or domestic partner**
 - **person for whom the employee is legal guardian**

- a relative living in the household **of an employee** who is seriously ill;
or
- b. Parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this section shall not be required to submit a medical certification, unless the Appointing Authority has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to eighty-four (84)/**one hundred six (106)** hours of paid leave set forth in Section 8.7.1 below.

~~This Article as applied to Local S-29 of the IAFF:~~

~~An employee may use up to a maximum of six hundred thirty-six (636) hours 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 a relative living in the household who is seriously ill; or~~
~~— child, foster child, stepchild, child of spouse~~
~~— parent or step parent~~
~~— parent of spouse~~
~~— brother, sister,~~
~~— grandparent,~~
~~— grandchild,~~
~~— person for whom the employee is legal guardian~~
~~— a relative living in the household who is seriously ill; or~~
 - (b) ~~— Parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this section shall not be required to submit a medical certification, unless the Appointing Authority has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to one hundred six (106) hours of paid leave set forth in Section 8.7.1 below.~~
3. An employee may use up to a maximum of eighty four (84)/**one-hundred six (106)** hours of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of five hundred and four (504)/**six hundred thirty-six (636)** hours of accrued sick leave in a calendar year for adoption related purposes. ~~With respect to Local S-29 of the IAFF, an employee may use up to a maximum of one hundred six (106) hours of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event~~

~~may an employee charge more than a total of six hundred thirty-six (636) hours of accrued sick leave in a calendar year for adoption related purposes.~~

4. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
5. When appointments with licensed medical, **mental health**, or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical, **mental health**, or dental condition.
6. When an employee is absent due to the excessive use of alcohol or narcotics, becomes and continues to be an active participant in an approved counseling service program.
7. An employee shall be entitled to use up to eighty-four (84)/**one hundred six (106)** hours of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DCF children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. HRD may approve a waiver of the eighty-four (84)/**one hundred six (106)** hours limit if needed for difficult placements. In addition, an employee may use the one day per month of paid leave available to employees for volunteer work under the Commonwealth's SERV volunteer programs for the above cited foster care activities. ~~With respect to Local S-29 of the IAFF, an employee shall be entitled to use up to one hundred six (106) hours of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DCF children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. HRD may approve a waiver of the one hundred six (106) hours limit if needed for difficult placements. In addition, an employee may use the one day per month of paid leave available to employees for volunteer work under the Commonwealth's SERV volunteer programs for the above cited foster care activities.~~

- H.
1. Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require satisfactory medical evidence from the employee. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Appointing Authority believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.
 2. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, **Clinical Psychologist, Licensed Independent Clinical Social Worker (LICSW)**, or

Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury; a statement that the employee was unable to perform his or her duties due to the specific illness or injury (diagnosis not required) on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1.C.2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question.

A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within seven (7) ~~calendar~~ **business** days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

3. Any inappropriate use of sick leave shall be recorded as unauthorized leave without pay and (may) result in discipline.
4. Employees who are believed, by the employer, to have a serious medical condition qualifying for FMLA leave will obtain from their Healthcare Provider a completed "Certification of Healthcare Provider for Employees of Serious Health Condition" form (G1). The employee will return this form within 15 days of receipt.

Section 3 Bereavement Leave

A. ~~Upon evidence satisfactory to the Appointing Authority of the death of a: spouse or child, an employee shall be entitled to a maximum of 58.8 hours of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death and within ninety (90) calendar days from the date of the death of the employee's spouse. With respect to Local S-29 of the IAFF, upon evidence satisfactory to the Appointing Authority of the death of a spouse or child, an employee shall be entitled to a maximum of 74.2 hours of leave without loss of pay to be used at the option of the employee within (30) calendar days from the date of said death and within ninety (90) calendar days from the date of the death of the employee's spouse.~~

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

~~an S-28 employee shall be entitled to a maximum of 58.8/hours, and a S-29 employee 74.2 hours, of leave without loss of pay to be used at the option of the employee within thirty~~

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

B. Upon evidence satisfactory to the Appointing Authority of the death of a: ~~parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, parent or child of spouse or person living in household, an employee shall be entitled to a maximum of 33.6 hours of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death. With respect to Local S-29 of the IAFF, upon evidence satisfactory to the Appointing Authority of the death of a parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, parent or child of spouse or person living in household, an employee shall be entitled to a maximum of 42.4 hours of leave without loss of pay to be used at the option of the employee within (30) calendar days from the date of said death.~~

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

an S-28 employee shall be entitled to a maximum of 33.6/ hours, and a S-29 employee 42.4 hours, of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of death an employee.

NEW C. Upon evidence satisfactory to the Appointing Authority, an S-28 employee shall be granted 8.4/hours, and a S-29 employee 10.6 hours of leave without loss of pay to attend the funeral of the employee's aunt or uncle.

Section 5 Civic Duty Leave

A. Jury Duty

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

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

1. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
2. Remit to the Appointing Authority the jury fees if less than his/her regular rate of compensation for the period involved.

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

B. Civic Duty Court Leave

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

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

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

£ C. An employee on **civic duty** court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in **civic duty** court service will permit ~~four~~ **4.2/5.3** or more consecutive hours of employment ~~for a S-28 employee or 5.3 or more consecutive hours of employment for an S-29 employee.~~ **Civic duty** court leave shall not affect any employment rights of the individual.

Ⓔ D. No **civic duty** court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed

during a vacation period may be retained by the employee. The employee shall retain expenses for travel, meals, rooms, etc.

Section 7.1 — Family Leave

~~During family leave taken in conjunction with the birth, adoption or placement of a child, an employee shall receive his/her salary for eighty four (84) hours of said leave, at the option of the employee. The eighty four (84) hours of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than 8.4 hours. For cases of foster placement, if the placement is less than eighty four (84) hours, the number of paid hours shall equal the number of work hours that fall within the placement time period. In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. The eighty four (84) hours of paid leave granted under this Section shall be prorated for regular part-time employees.~~

[Move to 7.1.A Par. 2 Family Leave]

Section 7.1 7.2 Family and Medical Leave

A. Family Leave

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

[Moved from 7.1 Family Leave]

During family leave taken in conjunction with the birth, adoption or **foster care placement of a child with the employee**, an ~~S-28~~ employee shall receive his/her salary for eighty-four (84)/**one hundred six (106) hours of said Family Leave**, at the option of the employee. **An employee who is ineligible for family leave due to their probationary or three (3) month waiting period, may use the 84/106 hours in advance of eligibility, but said time will count toward their twenty-six (26) week Family Leave allotment referenced in Section 7.2.A.1. Family Leave.** The eighty-four (84)/**one hundred six (106)** hours of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than 8.4/~~hours for S-28 employees and 10.6 hours for S-29 employees~~. For cases of foster placement **with the employee**, if the placement is less than eighty-four (84) hours/~~for S-28 employees or one hundred six (106) hours for S-29 employees~~, the number of paid hours shall equal the number of work hours that fall within the placement time period. In addition, if the employee has accrued sick leave, vacation leave, or personal leave credits available, the employee may use such credits for which he/she may

otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. The eighty-four (84)/**one hundred six (106)** hours of paid leave granted under this Section shall be prorated for regular part-time employees based on the average weekly hours of the employee.

B. Medical Leave

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

~~Effective January 1, 2016 employees who are on intermittent FMLA, or for a new requests, must~~ **Employees who** provide satisfactory medical documentation to support an intermittent FMLA **for a spouse, child, or parent** and may utilize up to ~~sixty (60) days~~ **five hundred four (504)/hours for S-28 employees and six hundred thirty-six (636) hours for S-29 employees** of their FMLA allotment provided in Section 8 (B) (1) for intermittent absences. **For intermittent FMLA absence due to a serious health condition of the employee which prevents the employee from being able to perform the functions of their position, S-28 employees may utilize up to eight hundred forty (840)/hours and one thousand sixty (1,060) hours for S-29 employees.**

Where an intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.

Such modified work schedules may include full time continuous leave, a change in job responsibilities, an alternative work option or a continuation of the intermittent leave beyond the ~~sixty (60) days~~ **504/636 hours to care for a spouse, child, or parent, or beyond 840/1,060 hours for the employee's own serious health condition** if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed within the ~~previous fifty two (52) week~~ in a **twelve (12) month** period. **For this purpose, a rolling twelve (12) month period will be used measured as the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under Section 8 of this Article commences for the employee.**

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

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

In such an event, no employee who then requests full time continuous leave and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying illness. Such leaves will be limited to the remainder of the twenty-six (26) weeks of available FMLA leave and based upon their intermittent determination shall not be eligible for the Catastrophic leave extension.

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

In the event that the employer gives notice of its intent to terminate the intermittent leave, and the affected employee does not wish to access any remaining full-time leave benefits as described above, the Union may request expedited impartial review by an arbitrator to determine whether the Agency has made a reasonable attempt to accommodate the need of the employee's intermittent leave beyond the ~~sixty (60) days~~ **504/636 hours to care for a spouse, child, or parent, or beyond 840/1,060 hours for the employee's own serious health condition** and whether or not the leave unduly disrupts operations. Said review must be requested within ten (10) calendar days of the notification that the leave will be terminated. The status quo ante shall be preserved pending the decision of the arbitrator, unless the proceedings are unreasonably delayed due to the part of the Union or Employee.

The parties shall meet upon execution of the agreement to establish the review/arbitration process noted above. Such proceedings shall be informal in accordance with the rules to be agreed upon by the parties. The parties shall develop a form to be used as notice to the Union and employee of the intent to terminate the intermittent leave.

Section 13 Paid Family Medical Leave (PFML)

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

B. During an approved qualifying leave, employees may elect as to whether they would like to utilize their **paid leave** accruals **only or** apply for a paid benefit from the DFML. If an employee requests and is approved for a benefit from the DFML, ~~the employee must exhaust their approved allotment of PFML benefit time prior to utilizing any additional accruals from the employer for that qualifying leave~~ **they may utilize their accruals in accordance with M.G.L. c. 175M.**

C. Pursuant to M.G.L. c. 175M, any paid leave granted to the employee by the Administrator and/or the Employer for any given week shall not exceed the employee's average weekly wage. For this purpose, average weekly wage has the same meaning as provided in M.G.L. c. 151A, §1(w).

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

ARTICLE 9 VACATIONS

For the purpose of ARTICLE 9 – VACATIONS all paid leave time shall be prorated for regular part-time employees.

~~As soon as administratively feasible, the Commonwealth will transition from monthly to biweekly accrual for vacation benefits.~~

~~In accordance with this Article leave benefits/limitations for the Training Lieutenant will be based upon the forty-nine (49) hour schedule.~~

ARTICLE 10 HOLIDAYS

For the purpose of ARTICLE 10 – HOLIDAYS all paid leave time shall be prorated for regular part-time employees.

~~In accordance with this Article leave benefits/limitations for the Training Lieutenant will be based upon the forty-nine (49) hour schedule.~~

NOTE: The below provisions on Holidays apply only to Local S-28 employees assigned to Otis/Joint Base.

Please see the Memorandum of Understanding for provisions that apply only to Local S-29 employees assigned to Barnes.

Section 1

The following days shall be holidays for employees all paid leave time shall be prorated for regular part-time employees:

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

Section 2

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

Section 3

When a holiday occurs on the regular scheduled workday of a full-time employee, he/she, if not required to work that day, shall be entitled to receive 8.4 hours of pay at his/her regular rate for such holiday. ~~With respect to Local S-29 from the IAFF, when a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive comp time for 10.6 hours at his/her regular rate or 10.6 hours of compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the Appointing Authority.~~

Section 4

When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive pay for 8.4 hours at his/her regular rate or 8.4 hours of compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the Appointing Authority.

Section 5

An employee required to work on a holiday shall receive 8.4 hours of compensatory time within sixty days following the holiday to be taken at a time approved by the Department Head or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons, then he/she shall be entitled to 8.4 hours of pay at his/her regular rate of pay in addition to pay for the holiday worked. ~~With respect to Local S-29 from the IAFF, an employee required to work on a holiday shall receive 10.6 hours of compensatory time within sixty (60) days following the holiday to be taken at a time approved by the Department Head or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons, then he/she shall be entitled to 10.6 hours of comp time at his/her regular rate of pay in addition to pay for the holiday worked.~~

Section 6

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

Section 7

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

NEW Section 8 Compensatory Hours

Total compensatory hours accrued pursuant to this Article and in lieu of overtime, as provided in Article 7, shall not exceed a total of 94.5 hours and may be utilized in one-half hour (0.5) hour increments. Should holiday compensatory hours accrued exceed the maximum compensatory hours limit, the employee shall be paid for the holiday hours at the straight rate of pay.

ARTICLE 12 SALARY RATES

Section 7

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

1. For employees who are below the maximum step within their current job:
 - a. Determine the employee's current salary rate and step within his/her current job group; then
 - b. Find the salary rate of the next higher step within the employee's current job group; and
 - c. Multiply the employee's current salary rate by one and ~~three~~ **five** one-hundredths (~~1.03~~ **1.05**); then
 - d. Compare the higher of the resultant amounts from b) or c) above to the salary rates for the higher job group into which the employee is being promoted.
 - e. The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from d) above.
2. For employees who are at the maximum step within their current job:
 - a. Determine the employee's current salary rate and step within his/her current job group; then,
 - b. Multiply the employee's current salary rate by one and ~~three~~ **five** one-hundredths (~~1.03~~ **1.05**); then,
 - c. Compare the resultant amount from b) above to the salary rates for the higher job group into which the employee is being promoted.

The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant amount from 2.c) above.

When a current employee of the Appointing Authority is receiving a promotion to a higher grade position and the promotion date occurs within ninety (90) days or less before a step anniversary date in the lower grade position, the employer will calculate the promotion as if the new step had already occurred. The new anniversary step would be used as the employee's "current salary rate". This provision does not apply to hires/promotions from another bargaining unit or outside of the Appointing Authority.

ARTICLE 17A TECHNOLOGICAL CHANGE

Section 1 Introduction

A. The Commonwealth and the Union recognize that automation and technological change are fast becoming an integral part of work in many of the departments/agencies in the state. Both parties are aware of the enormous impact these changes will have and are having on employees

and the way in which they perform work. The Employer and the Union are committed to making this transition to automation in as responsive a way as possible to both the human issues and the provision of services to the public.

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

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

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

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

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

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

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

The parties further understand that, during the life of this Agreement, the Commonwealth may initiate efforts toward a successor to HR/CMS. In such event, the parties shall establish a special labor-management committee comprised of an equal number of IAFF

and management representatives. The committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining units that may arise from such a change of payroll and personnel systems. The committee will be convened in advance of any such changes to business practices that may significantly impact the membership.

ARTICLE 21 TRAINING & CAREER LADDERS

Section 8 ~~EMT~~EMS Continuing Education

~~The employer agrees to provide EMT certification classes through in-house training and an EMT refresher course every year at times agreeable to the Union and management.~~

For Local S-28 employees assigned to Otis/Joint Base, the employer agrees to provide applicable EMS continuing education classes in accordance with OEMS regulations AR 2-212 for EMT's and AR2-100 for Emergency First Responders throughout the appropriate certification cycle.

For Local S-29 employees assigned to Barnes, the employer agrees to provide applicable EMS continuing education classes through in-house training or refresher course/training every year at times agreeable to the Union and Management.

These continuing education classes or refresher courses/training apply to employees with existing certifications only that the Department deems applicable to the work location where the employees are assigned.

ARTICLE 23 ARBITRATION OF DISCIPLINARY ACTION

Section 1

No employee ~~who has been employed in the bargaining unit described in Article 1 of this Agreement for twelve (12) consecutive months or more~~ **who has satisfied the probationary period set forth in Article 2B** shall be discharged, suspended, or demoted for disciplinary reasons without just cause. ~~An employee who severs his/her employment with an Agency must serve an additional probationary period upon re-employment whether in the same or a different job title or the same or different agency.~~

ARTICLE 23A GRIEVANCE PROCEDURE

Section 11

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

ARTICLE 24 PERSONNEL RECORDS

Section 3

- A. The Union or any employee may challenge the accuracy or propriety of any material and/or evaluations in their personnel file or record by filing a written statement of the challenge in the official personnel file or record.
- B. The Union or any employee may file a grievance based on a performance evaluation or on any material either of which results in a negative action. Upon a determination at any step of the grievance procedure that such performance evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel record, such inaccurate evaluation, material, or portion thereof, shall be removed from the file together with any of the employee's statement or statements thereto.
- C. Notwithstanding the provisions of Paragraph B above, an employee may file a grievance challenging any written memorandum which reprimands the employee for prior conduct or omissions, and which warns the employee that further transgressions may result in suspension, demotion or discharge. Said memorandum will be found to violate this Agreement only if it is arbitrary, discriminatory or if it contains allegations which are erroneous. Said grievances shall be grievable to Step II.
- D. The parties agree that reprimands that have been placed into the personnel record of an employee which are more than two and a half years old from the date of the issuance of the reprimand, provided there has been no subsequent discipline imposed, shall be removed from the personnel record **upon the request of the employee, or absent such request, shall be considered removed from the personnel record.**
- E. There shall be only one (1) official personnel file or record maintained by the

Employer. Information not included in the official personnel file or record shall not be considered valid information and shall be purged.

ARTICLE 28 DURATION

This Agreement shall be for the ~~one~~ **three (3)** year period from January 1, ~~2024~~ **2025** to December 31, ~~2024~~ **2027**, and terms contained herein shall become effective the first pay period of January ~~2024~~ **2025**, unless otherwise specified. It is expressly understood and agreed that it is subject to ratification by the **International Association of Fire Fighters, consisting of** Local S-28 and S-29 membership respectively, the predecessor collective bargaining agreement shall be modified in accordance with this Memorandum of Understanding. At the written request by either party, negotiations for a subsequent agreement will be commenced on or after July 1, ~~2024~~ **2027**.

WAGE REOPENER

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

Labor Management Committee

The parties agree to form a Labor-Management Committee to discuss modifications for organizational and modernization purposes to the Commonwealth of Massachusetts and International Association of Firefighters collective bargaining agreement for January 1, 2025 – December 31, 2027.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
THE UNION, LOCALs S-28 and S-29 OF THE IAFF**

Emergency Day

Any employee designated as emergency personnel and are required to physically report to a work location when non-emergency personnel are directed to stay home, shall be provided with one (1) emergency day effective the first full pay period in January. Said emergency day **(8.4/10.6 hours)** must be taken within the calendar year it was granted at a time requested by the employee and approved by the Appointing Authority. Any emergency leave not taken by the last Saturday prior to the first full pay period in January will be forfeited by the employee.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
UNIT 11, Local S-29**

Article 10 Holidays

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division, and the International Association of Fire Fighters regarding the provisions on Article 10 Holidays that apply only to Local S-29 employees assigned to Barnes.

Section 1

The following days shall be holidays for employees:

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

Section 2

All holidays shall be observed **for twenty-four (24) hours beginning at 0730/0700** on the Commonwealth's legal holiday unless an alternative day is designated by the Department. **Holiday time shall not exceed an identified continuous 8.4/10.6 hours duration during such twenty-four (24) hour period as determined by the employee each holiday.**

Section 3 Regular Work Day – Employee Approved Holiday Time Off

When a holiday occurs on the regular scheduled workday of a full-time employee, **if approved holiday time off for up to 8.4/10.6 of the identified continuous holiday hours**, he/she ~~if not required to work that day shall entitled to receive 8.4/10.6 hours of holiday pay at his/her regular rate of pay for the identified continuous holiday hours of the workday in lieu of using accrued leave time for such holiday holiday hours.~~ [With respect to Local S-29 from the IAFF, ~~when a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive comp time for 10.6 hours at his/her regular rate or 10.6 hours of~~

~~compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the Appointing Authority.] [Move to Section 5 Regular Day Off] Refer to Section 8 of this Article for the use of Sick Leave on Regular Day Holidays.~~

Employees are permitted to request to use any of their accrued leave time for the remaining work hours of the twenty-four (24) hour holiday not to exceed 15.6/13.4 hours.

Section 4 Regular Work Day – Employee Works the Day [former Section 5]

When a holiday occurs on the regular scheduled workday of a full-time employee, and the employee works up to 8.4/10.6 of the identified continuous holiday hours of their regular scheduled workday, the employee shall receive their regular pay for all hours worked. Additionally, employees shall receive holiday pay at his/her regular rate of pay for the actual hours worked of the identified continuous holiday hours not to exceed 8.4/10.6 hours. Refer to Section 8 of this Article for the use of Sick Leave on Regular Day Holidays.

Employees are permitted to request to use their accrued leave time for the remaining work hours of the twenty-four (24) hour holiday not to exceed 15.6/13.4 hours.

~~An employee required to work on a holiday shall receive 8.4 hours of compensatory time within sixty days following the holiday to be taken at a time approved by the Department Head or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons, then he/she shall be entitled to 8.4 hours of pay at his/her regular rate of pay in addition to pay for the holiday worked. With respect to Local S 29 from the IAFF, an employee required to work on a holiday shall receive 10.6 hours of compensatory time within sixty (60) days following the holiday to be taken at a time approved by the Department Head or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons, then he/she shall be entitled to 10.6 hours of comp time at his/her regular rate of pay in addition to pay for the holiday worked.~~

Section 5 Regular Day Off [former Section 4]

When a holiday occurs on a day that is not an employee's regular workday, and he/she does not work the holiday, he/she, at the option of the Employer, shall receive pay for at his/her regular rate of pay not to exceed 8.4/10.6 hours or accrue the equivalent 8.4 hours of compensatory hours not to exceed 8.4/10.6 hours ~~day off with pay within sixty days following the holiday to be taken at a time approved by the Appointing Authority.~~

Should an employee work on a holiday that is a regular day off, he/she shall receive the regular overtime rate of pay for all hours worked, and holiday pay or compensatory hours as outlined above for the holiday occurring on their day off.

NEW Section 6 Compensatory Hours

Total compensatory hours accrued pursuant to this Article and in lieu of overtime, as provided in Article 7, shall not exceed a total of 94.5 / 119.25 hours and may be utilized in

one-half hour (0.5) hour increments. Should holiday compensatory hours accrued exceed the maximum compensatory hours limit, the employee shall be paid for the holiday hours at the straight rate of pay.

Section 6 7 Absent/Leave Without Pay

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

Section 7 8 Use of Sick Leave on the Regular Work Day Holidays

Sick leave is the only leave time permitted to be used for the 8.4/10.6 identified continuous holiday hours. Should an employee be approved the use of sick leave for any portion of their 8.4/10.6 identified continuous holiday hours on a regularly scheduled workday holiday, he/she shall not receive holiday pay for the sick leave hours. However, he/she shall receive holiday pay or compensatory hours, as determined by the Employer, for the actual hours worked of the 8.4/10.6 identified continuous holiday hours only.

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