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MEMORANDUM

TO: Cabinet Secretaries, Chiefs of Staff, Agency Heads and Departmental Human Resources Directors, Labor Relations Directors, Payroll and Budget Staff with Employees in Bargaining Unit 7

FROM: Melissa J. Pullin, Chief Human Resources Officer, Human Resources Division


DATE: January 5, 2026

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

On October 7, 2025, the Commonwealth of Massachusetts's Human Resources Division signed a Labor Agreement with MNA, Unit 7 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**
- **Art. 7.1.D Workweek and Work Schedules (specifically provision on alternative work schedule)**
- **Art. 7.2.J Overtime (compensatory hours in lieu of overtime cap)**
- **Art. 10.5 Holidays (compensatory hours in lieu of holiday pay cap)**
- **Art. 25.2 Step IV Grievance Procedure (dual notice to Department/Agency of arbitration filing)**
- **Art. 25.7 Grievance Procedure (timeline for filing to next step following written waiver at lower level)**

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 January 1, 2025 – December 31, 2027 Collective Bargaining Agreement will be distributed as soon as administratively possible.

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ARTICLE 2B
PROBATIONARY PERIOD
(New Article)

Upon new employment or reemployment, all employees shall serve a nine (9) month probationary period. 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 7
WORKWEEK AND WORK SCHEDULES

Article 7.1 Scheduled Hours, Workweek, Workday

D. Unless otherwise agreed, no employee shall be required to work more than every other weekend, except in emergency circumstances.

However, recognizing operational needs and the alternative work schedule preferences of some nurses, the Employer may establish and post nurse positions consisting of full-time or part-time work schedules that are focused on weekend coverage. In those instances, the nurse's regular work schedule shall consist of an every-weekend work requirement. The Employer will not involuntarily change the work schedule of a nurse to an every-weekend work schedule.

Article 7.2 Overtime

J. Notwithstanding the provisions of paragraph C of this Section, upon the request of an employee, an Appointing Authority shall grant compensatory time in lieu of payment for overtime at a rate of not less than one and a half hours for each hour of employment for which overtime compensation would be required under this Article. Total compensatory time (in lieu of overtime as provided herein and holiday compensatory time as provided for in ARTICLE 10 HOLIDAYS, Section 5) shall not be accumulated in excess of **ninety (90)** hours and may be utilized in half hour increments. Any hours accrued above the limit may be paid out at the discretion of the Agency. 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 a department or agency. Upon termination an employee shall be paid for all unused compensatory time at the final regular rate of pay.

ARTICLE 8

LEAVE

Section 8.1 Sick Leave

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

1. When an employee cannot perform their duties because they are incapacitated by personal illness or injury;
2. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
 - a. caring for the spouse, **domestic partner (as defined by M.G.L. c. 175M)**, child, **step-child, foster child, domestic partner's child, child of spouse, parent, step-parent, parent's domestic partner, spouse or domestic partner's parents, brother, sister, or step-siblings, grandparent, grandchild, step-grandchild, or domestic partner's grandchild, grandparents, step-grandparents, or grandparent's domestic partner, person for whom the employee is legal guardian, or a relative living in the household who is seriously ill; or**
6. When appointments with licensed medical, **mental health**, or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

K. 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 they are abusing sick leave and that they may be required to produce medical evidence for future use of sick leave.

In order to clarify existing practice, 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 they have personally examined the employee and shall contain the nature of the illness or injury; a statement that the employee was unable to perform their 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) days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

Section 8.3 Bereavement Leave

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

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

An employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within **ninety (90) calendar days of the date of death of the employee's spouse or domestic partner**, or thirty (30) calendar days from the date of the death of a child, foster child, child of a domestic partner or step child living in the household.

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

- Parent
- Brother
- Sister
- Brother-in-law
- Sister-in-law
- Stepparent
- Grandparent
- Grandchild
- Parent of spouse **or domestic partner (as defined by M.G.L. c. 175M)**
- Stepchild **not living in the household**
- Person whom the employee is the legal guardian
- Person living in the household

an employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

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

- Grandparent of spouse **or domestic partner (as defined by M.G.L. c. 175M)**
- Grandchild of spouse **or domestic partner (as defined by M.G.L. c. 175M)**
- **Aunt of employee**
- **Uncle of employee**

An employee shall be entitled to leave without loss of pay for a maximum of one (1) day within thirty (30) calendar days from the date of said death.

Section 5 Civic Duty Leave

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government **outside their capacity as an employee or as part of their civic duty**, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her **supervisor/manager**.

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

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

Section 8.6 Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws.

Section 8.7 Family and Medical Leave

A. Family Leave

8. During family leave taken in conjunction with the birth, adoption or placement of a child **in foster care**, an employee shall receive their salary for ten (10) days of said family leave, at a time requested by the employee. **An employee who is ineligible for family leave because they are in their probationary period may use the ten (10) days in advance of eligibility, but said time will count towards their twenty-six (26) week allotment reference in Section 8.7.A.1.** The ten (10) days of paid family leave granted under this section may be used on an intermittent basis over the twelve (12) months following the birth, ~~or~~ adoption, **or foster care placement** except that this leave may not be charged in increments of less than one (1) day. For cases of foster placement, if the placement is less than ten (10) days, the number of paid days shall equal the number of workdays 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 they may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. **The ten (10) days of paid family leave granted under this Section shall be prorated based on the regular weekly hours of the part-time employee.**

B. Medical Leave

4. Intermittent leave usage and modified work schedules may be granted where a spouse, child, or parent has a serious medical condition and is dependent upon the employee for care, **or for a serious medical condition which prevents the employee from being able to perform the functions of their position.** Where intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operation of the workplace.

Employees who provide satisfactory medical documentation to support an intermittent FMLA **for a spouse, child, or parent** may utilize up to sixty (60) days, **or one hundred (100) days for the employee,** of their twenty-six (26) week FMLA allotment provided for in Section 8.7(B)(1) for the intermittent absences **per rolling twelve (12) month period. For this purpose, a rolling twelve (12) month period will be measured as the period of fifty-two (52) consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under Section 8.7 of this Article commences for the employee.**

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, 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 **FMLA** leave beyond sixty (60) days **for a spouse, child, or parent, or one hundred (100) days for the employee,** 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 intermittent leave.

Section 8.15 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, **they may utilize their accruals in accordance with M.G.L. c. 175M.**

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

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

ARTICLE 10 **HOLIDAYS**

Section 10.2

All holidays shall be observed on the Commonwealth's legal holiday unless the Employer designates an alternative day.

Section 10.4

When a holiday occurs on a day that is not an employee's regular workday, they, at the option of the Employer, shall receive pay for one day at their regular rate or compensatory **time** off with pay **not to exceed 7.5 or 8.0 hours**.

Section 10.5

An employee required to work on a holiday shall **accrue compensatory hours at the straight rate for the actual hours worked not to exceed 7.5 or 8.0 hours**. Such compensatory hours shall become part of total compensatory time (in lieu of overtime as provided in ARTICLE 7 WORKWEEK AND WORK SCHEDULES, Section 7.2.J and holiday compensatory time as provided herein), shall not be accumulated in excess of **ninety (90) hours** and may be utilized in **one-half (0.5) hour increments**. Any hours accrued above the limit may be paid out at the discretion of the Agency.

Section 10.7

A. An employee who is on leave without pay or is absent without pay for any part of their scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or ~~a~~ compensatory **time** off for that holiday.

Section 10.8

An employee who is granted sick leave for a holiday on which they are scheduled to work shall not receive holiday pay or compensatory **time** off for **sick leave used on** that holiday.

ARTICLE 12

SALARY RATES

Section 12.4

B. Whenever an employee paid in accordance with the salary schedules provided in Salary Charts 1 - 4 of this Agreement receives a promotion to a position in a higher job group, the employee's new salary rate shall be calculated as follows:

When an employee is receiving a promotion to a higher-grade position and the promotion date occurs 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.

Calculation 1:

- a) Determine the employee's salary rate at their current job group;
- b) Find the next higher step within the employee's current job group, or, for employees at the maximum rate within their current job group, multiply the employee's current salary rate by one **and five** one-hundredths (**1.05**);
- c) Compare the resultant amounts for the higher job group into which the employee is being promoted;
- d) The first rate in the higher job group, which at least equals the resultant amount will be compared to the sum arrived at below.

Calculation 2:

- a) Determine the years of the employee's **relevant "experience" deemed appropriate by the Employer for the specific job**, and/or substitution therefore, in the same or similar work. **Relevant experience includes same or similar work performed in a lower grade or any experience that fulfills the minimum entrance requirements.**
- b) Subtract the minimum entrance requirements number of years from the employee's total years of experience.
- c) Use the number of years of experience remaining to determine which step the employee would be placed in. The resultant amount will be compared to the sum arrived at above.

Compare Calculations 1 and 2:

Whichever amount is higher will determine the step on the wage scale into which the employee shall be placed.

ARTICLE 17A

TECHNOLOGICAL CHANGE

Section 17 A.1

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

The Commonwealth and the Association 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 MNA and management representatives. The committee shall be the sole forum for the parties to negotiate any changes that involve mandatory subjects of collective bargaining 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. Paid union leave shall be granted to Association members on the special Labor-Management committee pursuant to Article 5.

ARTICLE 24

ARBITRATION OF DISCIPLINARY ACTION

Section 24.1

No employee described in ARTICLE 1 - RECOGNITION of this Agreement **who has satisfied the probationary period set forth in Article 2B, Section 1**, shall be discharged, suspended, or demoted for disciplinary reasons without just cause.

ARTICLE 25

GRIEVANCE PROCEDURE

Section 25.2

Step IV. Grievances unresolved at Step III may be brought to arbitration solely by the Association by filing a Request for Arbitration with the Human Resources Division (HRD) and **notice to the Department/Agency Human Resources or Labor Relations Director as is the custom or practice**, within thirty (30) calendar days of the receipt of the Step III decisions. HRD and the Association will confer as soon as possible thereafter to select an arbitrator. If the parties cannot agree upon said selection, an arbitrator will be assigned by the American Arbitration Association (AAA).

Section 25.7

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 33

DURATION

This Agreement shall be for the **three (3) year** period from January 1, **2025**, to December 31, **2027**, and terms contained herein shall become effective the first **full** pay period of January **2025**, unless otherwise specified. Should a successor agreement not be executed by December 31, **2027**, this Agreement shall remain in full force and effect until a successor agreement is executed. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after May 1, **2027**. Notwithstanding the foregoing, at the request of the Association, negotiations for a successor agreement will commence within thirty (30) days of the receipt of such a request by the Commonwealth.

MEMORANDUM OF AGREEMENT
Between the
COMMONWEALTH of MASSACHUSETTS
And the
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES/
DEPARTMENT OF MENTAL HEALTH
And the
MASSACHUSETTS NURSES ASSOCIATION

Establishment of a DMH Joint Safety Council

This Memorandum of Agreement is entered into between the Commonwealth of Massachusetts, Executive Office of Health and Human Services (EOHHS), Department of Mental Health (DMH), and the Massachusetts Nurses Association (MNA). The parties acknowledge during collective bargaining they have explored issues around employee and client/patient safety at the Department of Mental Health. In order to further meaningful discussion on these topics, the parties agree to the creation of a Joint Safety Council.

- 1. The Council shall consist of fourteen (14) members. Seven (7) members will be MNA Unit 7 represented DMH employees, chosen by the MNA. Seven (7) members will be DMH managers, chosen by DMH that may include EHS Labor Relations staff and an expert from the Office of Inpatient Management. An MNA staff representative and the Commissioner of DMH or their designee will serve on the Council as ex officio members. The Council may also by agreement invite additional participants.**
- 2. Meetings will be held at least twice monthly or more often by agreement of the parties. Unit 7 members of the Council shall be released from work without loss of pay or benefits in accordance with the CBA.**
- 3. The initial agenda item shall be a determination of the issues to be reviewed and the metrics to be utilized by the Council. DMH shall supply quarterly updates on those metrics.**
- 4. The Council shall agree to an agenda for each meeting. Each party will take its own notes.**
- 5. Consultants may be directed by DMH to attend designated meetings to provide progress on activities. DMH will provide regular updates on the progress/activities of its consultants.**
- 6. The Council may submit agreed upon recommendations to the DMH Commissioner and EOHHS Undersecretary of Health and advocate for their acceptance.**

This Council shall be coterminous with the 2025-2027 Commonwealth-MNA Collective Bargaining Agreement and shall hold its first meeting no later than forty-five (45) days following the ratification of said Agreement. If at any time following the first nine (9) months

of the Council's deliberations, MNA believes sufficient progress is not being made in accordance with numbers 1-6 above, it may discontinue its participation. In such event, and upon request from MNA, the Unit 7 CBA may be reopened for the limited purpose of continuing negotiations over the subject matter of safety for Unit 7 DMH employees.

Signed this 2nd day of October, 2025.

7th day of October, 2025,

For the Commonwealth:

[Signature]
Date 10/7/25

For the MNA:

[Signature]
Date 10/2/25

For the EOHHS:

[Signature]
Date 10/7/25

For the Department of Mental Health:

[Signature]
Date 10/7/25

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS NURSES ASSOCIATION
UNIT 7**

Regarding the Titles Nurse Practitioner and Physician Assistant

The Commonwealth and the Union agree that during the life of this agreement a classification review of the titles of Nurse Practitioner and Physician Assistant shall be undertaken. The results of such review may be used for further discussion between the parties.