**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 Units 1, 3, and 6

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

 

**DATE:** October 9, 2024

**RE:** Implementation of *Non-Economic* Provisions of the July 1, 2024 – July 30, 2027, Commonwealth – NAGE Collective Bargaining Agreement

On February 20, 2024, the Commonwealth of Massachusetts’s Human Resources Division (HRD) signed a Labor Agreement with NAGE, Units 1, 3, and 6 for the period of July 1, 2024, to June 30, 2027. This Memorandum implements the ***non-economic*** provisions of the new Agreement.

**Be advised that the non-economic terms and provisions of this Agreement as contained in Article 2B Probationary Period, Article 7, Section 2.G Overtime** **(specifically compensatory time in lieu of overtime), and Article 10, Section 3 Holidays (holiday compensatory hours) are effective October 13, 2024. All other language items contained herein are retroactive to July 1, 2024.**

Questions regarding the provisions of the new Agreement should be directed to Marianne Dill, Assistant Director of HRD’s Office of Employee Relations. Questions regarding the promotion or 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 2024 – 2027 Collective Bargaining Agreement will be distributed as soon as administratively possible.

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**ARTICLE 2B**

#### PROBATIONARY PERIOD

***(New Article)***

**1. Upon new employment or reemployment all employees shall serve a** nine (9) month **probationary period.** **Probationary periods may be extended no more than one (1) time 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 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. *(Existing language from Article 22, Section 1)*

**ARTICLE 5**

**UNION BUSINESS**

**Section 5.1 Union Representation**

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction. **The Union will update the list and provide it to Agencies every six (6) months, as well as provide notification of newly elected and appointed Union officials upon such election or appointment. Agencies will provide the Union with a list of Labor Relations representatives and their areas of jurisdiction in accordance with the timelines above.**

**Section 5.8 Orientation**

The Department/Agency shall provide an orientation program for new employees. **The Union shall be notified in writing of the date, time, and location/platform of the program and** one (1) hour shall be allotted to the Union and to the new employee(s) during which time a Union representative shall discuss the Union with the employee**. In the event the Union identifies a specific need at an Agency for up to an additional one (1) hour to meet with employees, said request shall not be unreasonably denied provided the request does not unduly disrupt the operations of the department or Agency.**

**In the event the agency does not provide such a program within two (2) weeks of start date, the Union shall be provided with one (1) hour of access to employees on paid time which may be in person or virtual for the same purpose as determined by the Union. Such access shall be provided at a time and in a manner requested by the Union which shall not be unreasonably denied.**

**ARTICLE 7**

**WORKWEEK AND WORK SCHEDULES**

**Section 7.2 Overtime**

G. Notwithstanding the provisions of paragraph C of this Section 7.2, upon the request of an employee, an Appointing Authority shall grant compensatory time in lieu of payments for overtime at a rate of not less than one and a half (1 ½) 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 compensatory time shall not be accumulated in excess of **ninety (90)** ~~one-hundred twenty (120)~~ hours and may be utilized in half (1/2) hour increments.

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 his/her duties because he/she is

incapacitated by personal illness or injury;

2. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:

a. caring for the spouse, **domestic partner (as defined by M.G.L. Chapter 175M),** child, foster child, step-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

5.When appointments with licensed medical**, mental health,** or dental professionals cannot be reasonably scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

6. When an employee is absent due to **a** **substance use disorder and is receiving treatment or participating in a recognized recovery Program.**

K. 2. Satisfactory medical evidence (see Appendices D-1 and D-2) 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 **ten (10)** 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:

Spouse/ **domestic partner (as defined by M.G.L. Chapter 175M)**

Child

Foster child

Step child**/child of a domestic partner** living in household

An employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of the death of a child and within ninety (90) calendar days from the date of the death of the employee’s spouse.

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

Parent

Step parent

Brother

Sister

Grandparent

Grandchild

Person for whom the employee is legal guardian

Parent of spouse

Child of spouse/**child of domestic partner**

Person living in 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:

Grandparent in-law

Grandchild in-law

Brother in-law

Sister in-law

**Aunt**

**Uncle**

An employee shall be granted one (1) day of leave without loss of pay to attend the funeral.

**Section 8.5 Civic Duty Leave**

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

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

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.

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

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

**Court leave shall 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.**

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

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

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

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

**Section 8.6 Military Leave**

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

**Section 8.7.1 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 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 referenced in Section 8(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**,** ~~of~~ **or** adoption, except that this leave may not be charged in increments of less than one (1) day. For cases of foster placement, if the placement is less than 10 days, the number of paid days shall equal the number of work days that fall within the placement time period. In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. The ten (10) days of paid **family** leave granted under this Section shall be prorated **based on the regular weekly hours of the** part-time employees.

**Section 8.7.2 Family and Medical Leave**

B. Medical Leave

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

a. Employees who provide satisfactory medical documentation to support an intermittent FMLA **for a spouse, child or parent** may utilize up to 60 days of their FMLA allotment provided for in Section 8 (B) (1) for intermittent absences. **Employees may utilize up to one hundred (100) days of their FMLA allotment if the intermittent absence is due to a serious health condition of the employee which prevents the employee from being able to perform the functions of their position.**

b. 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 operations of the workplace.

c. Such modified work schedules may include full time continuous leave, a change in job responsibilities, an alternative work option, or a continuation of the intermittent leave beyond the sixty (60) days **to care for a spouse, child, or parent, or beyond the one hundred (100) days for the employee’s own serious health condition** if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed **in a twelve (12) month period. For this purpose, a rolling twelve (12) month period will be used measured as the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under Section 8 of this Article commences for the employee.**

d. 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.

e. 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.

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

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

h. In the event that the employer gives notice of its intent to terminate the intermittent leave, and the affected employee does not wish to access any remaining full-time leave benefits as described above, the Union may request expedited impartial review by an arbitrator to determine whether the Agency has made a reasonable attempt to accommodate the need of the employee’s intermittent leave beyond the sixty (60) days **for spouse, child, or parent, and one hundred (100) days for the employee** and whether or not the leave unduly disrupts operations. Said review must be requested within 10 calendar days of the notification that the leave will be terminated. The status quo ante shall be preserved pending the decision of the arbitrator unless the proceedings are unreasonably delayed due to the part of the Union or the Employee.

i. 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 13** **Paid Family Medical Leave (PFML)**

1. 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.
2. **Pursuant to M.G.L. Chapter 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, § l(w).**

**ARTICLE 10**

**HOLIDAYS**

**Section 10.3**

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

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

**ARTICLE 11**

**EMPLOYEE EXPENSES**

**Section 11.1**

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of **sixty-two (0.62)** ~~forty (.40)~~ cents per mile.

**ARTICLE 12**

**SALARY RATES**

**Section 12.5**

**The following shall apply to employees currently covered by this Agreement who are being either promoted or demoted into a job group also covered by this Agreement:**

A. Whenever an employee paid in accordance with the salary schedules provided in Appendix A of this Agreement receives a promotion to 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 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**:

1. For employees who are below the maximum step within their current job:

a. Determine the employee’s current salary rate and step within his/her current job group; then

b. Find the salary rate of the next higher step within the employee’s current job group; and

c. Multiply the employee’s current salary rate by one and **five** one hundredths **(1.05)**; then

d. Compare the higher of the resultant amounts from b) or c) above to the salary rates for the higher job group into which the employee is being promoted.

e. The employee’s salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from d) above.

**Calculation 2:**

**a. Determine the years of the employee’s relevant "experience", and/or substitution therefor, 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.**

In the event the application of the above formula results in a salary that is less than the amount the employee would receive had he/she been promoted to the next lower grade, the employee’s salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.

2. For employees who are at the maximum step within their current job:

**Calculation 1:**

a. Determine the employee’s current salary rate and step within his/her current job group; then,

b. Multiply the employee’s current salary rate by one and **five** one hundredths **(1.05)**; then,

c. Compare the resultant amount from b) above to the salary rates for the higher job group into which the employee is being promoted.

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

**Calculation 2:**

**a. Determine the years of the employee’s relevant "experience", and/or substitution therefor, 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.**

**B. Whenever an employee paid in accordance with the salary schedules provided in Appendix A of this Agreement receives a demotion to a lower job group, the employee's new salary rate shall be set at a step in grade within his/her new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months**.

C. An employee who, as a result of a reduction in force, is demoted in grade shall have his/her salary calculated as step to step, unless the employee’s years of creditable service in the job grade to which he or she is demoted, or higher job grade equates to a higher step. For employees that were recruited into the higher job grade, professional recruitment/comparable service credit shall be counted as creditable service. No employee subject to this provision shall receive a salary in his/her lower grade or title that exceeds his/her salary prior to the demotion

**Section 12.8**

**The following shall apply to employees not currently covered by this Agreement who are being transferred, promoted, or demoted into a position within a bargaining unit covered by this Agreement:**

**To determine if the placement of the employee into the new job group covered by this Agreement is a transfer, promotion, or demotion; compare the values of the maximum steps of the current job group and the new job group. If the maximum step of the new job group has a greater value than that of the maximum step of the current job group, the new job group is of a higher grade and would be considered a promotion. If the maximum step of the new job group has a lesser value than that of the maximum step of the current job group, the new job group is of a lower grade and would be considered a demotion.**

A. An employee entering a position within a bargaining unit covered by this Agreement from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.

**C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade, which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement, shall be placed at a step in grade in accordance with the provisions of Section 5 of this Article.**

**D. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade which is the equivalent of a higher salary grade in a bargaining unit not covered by this agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months.**

**ARTICLE 17A**

**TECHNOLOGICAL CHANGE**

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

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

**The parties further understand that, during the life of this Agreement, the Commonwealth may initiate efforts toward a successor to HR/CMS. In such event, the parties shall establish a special labor-management committee comprised of an equal number of NAGE 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 22**

**ARBITRATION OF DISCIPLINARY ACTION**

**Section 22.1**

No employee **who has satisfied the probationary period set forth in Section 1 of 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. Upon issuance of discipline, including demotion, suspension, or termination, the Employer will carbon copy written notification sent to the employee to the Union.

**ARTICLE 23**

**GRIEVANCE PROCEDURE**

**Section 23.11**

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

**Section 23.15**

A. A sub-committee of the Commonwealth's Joint Labor-Management Committee, consisting of four (4) people designated by the NAGE and four (4) people designated by the Commonwealth, shall meet and develop mutually agreed upon policies and implementation procedures for an Alternative Dispute Resolution Program which may include an option for mediation or a binding tri-partite panel at the Step III grievance level.

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

**This committee shall convene ninety (90) days after the ratification of the 2024 – 2027 Collective Bargaining Agreement.**

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

**Section 23.16**

**The fees charged by the Neutral shall be paid equally by the Commonwealth and the Union as agreed upon in the Memorandum of Understanding between the parties dated March 10, 2014.**

**ARTICLE 24**

**PERSONNEL RECORDS**

**Section 24.3**

D. The parties agree that reprimands **(written warnings)** that have been placed into the personnel record of an employee which are more than two and one-half (2 ½) 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.**

 **ARTICLE 29**

 **DURATION**

This Agreement shall be for the **three** year period from **July 1, 2024,** to **June 30, 2027,** and terms contained herein shall become effective on **July 1, 2024,** unless otherwise specified. It is expressly understood and agreed that subject to ratification by the Units 1, 3 and 6 Membership, the predecessor collective bargaining agreement shall be modified in accordance with this memorandum of understanding.

**ARTICLE 30**

**REOPENER**

**Section 1. Wage Reopener**

In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration and 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.

**FOR ALTERNATIVE WORK OPTIONS**

**II. Eligibility:**

Alternative Work Options are open to employees with the approval of Management. The assessment of a request for an alternative work option involves taking into account the employee's recent performance history, up to 24 months from the date of the request, length of time in the bargaining unit, and operational needs of the Agency. Employees in their probationary period **may** participate in an Alternative Work Option Program.

**APPENDIX G**

**ARTICLE l7**

**CLASSIFICATION AND RE-CLASSIFICATION**

Specifications

The Commonwealth and the Union agree that during the term of this agreement the Commonwealth shall retain the unreserved right to implement revised job specifications for job titles certified to bargaining units 1, 3 and 6, except when:

• The revised job specification will require a change in minimum entrance requirements

that would adversely affect promotional opportunities for employees in bargaining units

1, 3 and 6.

Or

• The revised job specification contains level distinguishing characteristics that are more

restrictive than current and prevailing employment practices.

In the event the union believes either of the above are true, the matter shall be submitted to expedited arbitration in a forum agreed to by the parties. The issue(s) to be reviewed by the neutral shall be limited to an affirmative or negative assessment of the union’s claim under the above standards. Should the arbitrator agree with the union’s position, the parties acknowledge that implementation of the specification shall be subject to ordinary bargaining obligations.

**The parties agree to establish a labor-management committee to identify NAGE titles with supervisory requirements in the job specifications to study and make a recommendation of whether or not the supervisory requirements can be removed if there are roles for individual contributors within the classification. The committee shall consist of up to four (4) representatives selected by the Union and up to four (4) representatives selected by the Employer. The Committee shall meet within 6 months of ratification of the successor agreement with the Class and Compensation Director at HRD and jointly determine the process for analyzing identified classification utilizing subject matter expertise to perform a classification study on specific positions identified by the committee.**