

COLLECTIVE BARGAINING AGREEMENT

Between the

COMMONWEALTH OF MASSACHUSETTS

And the

MASSACHUSETTS NURSES ASSOCIATION

**State Chapter of
Health Care Professionals, Unit 7**

July 1, 2005 - December 31, 2007

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PREAMBLE

This Collective Bargaining Agreement entered into this 29th day of December, 2006, by the Commonwealth of Massachusetts, acting through the Commissioner of Administration and his/her Human Resources Division, hereinafter referred to as the "Employer" or the "Commonwealth," and by the Massachusetts Nurses Association, hereinafter referred to as the "Association," has as its purpose the promotion of harmonious relations between the Association and the Employer.

ARTICLE 1 **RECOGNITION**

Section 1.1

The Commonwealth recognizes the Association as the exclusive bargaining representative of employees of the Commonwealth in the following job titles:

Registered Nurse I
Registered Nurse II
Registered Nurse III
Registered Nurse IV
Registered Nurse V
Registered Nurse VI
Public Health Nursing Advisor I
Public Health Nursing Advisor II
Nurse Practitioner
Nursing Instructor
Community Psychiatric Mental Health Nurse
Clinical Specialist/Psychiatric Mental Health Nursing
Community Mental Health Nursing Advisor I
Community Mental Health Nursing Advisor II
Health Care Facility Inspector I
Health Care Facility Inspector II
Psychologist I
Psychologist II
Psychologist III
Psychologist IV
Psychologist V
Physical Therapist I
Physical Therapist II
Physical Therapist III
Occupational Therapist I
Occupational Therapist II
Occupational Therapist III
Audiologist I
Audiologist II

Audiologist III
 Speech and Language Pathologist I
 Speech and Language Pathologist II
 Speech and Language Pathologist III
 Pharmacist I
 Pharmacist II
 Psychopharmacologist
 Podiatrist
 Dentist
 Medical Assistant
 Physician Assistant
 Physician I
 Physician II
 Physician III
 Assistant Physician
 Psychiatrist I
 Psychiatrist II
 Psychiatrist III
 Physician Specialist
 Psychiatrist Specialist

But EXCLUDING, all persons functioning as Director of Medicine; Chief of Service; Director of Mental Health Center, and Area Director (Mental Health/Retardation).

The parties shall litigate the inclusion of Court Clinic Directors during the life of the Agreement. Such litigation may be commenced at any time by filing a CAS petition with the State Labor Relations Commission.

It is understood that the Human Resources Division (HRD) has been designated by the Commissioner of Administration to represent the Commonwealth in collective bargaining and that all collective bargaining on behalf of the Commonwealth shall be conducted solely by the Human Resources Division (HRD).

Section 1.2

- A. As used in this contract, the term "employee" or "employees" shall:
1. Include full-time and regular part-time persons employed by the Commonwealth in the Bargaining Unit as described in Section 1 above and seasonal employees whose employment is for a period of ninety (90) consecutive days or more.
 2. Exclude:
 - a. all managerial and confidential employees;
 - b. all employees employed in short-term jobs established by special federal or state programs such as summer jobs for underprivileged youths;
 - c. all intermittent employees; and
 - d. all persons other than those paid through an "AA" subsidiary account.
- B. A full-time employee is defined as an employee who normally works a full workweek

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

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

Section 1.3

In this Agreement, when the word "discipline" is used in connection with health care professional job categories, it shall include the following nine occupational categories:

1. Registered Nurses
2. Physicians
3. Pharmacists
4. Psychologists
5. Occupational Therapists
6. Physical Therapists
7. Dentists
8. Speech and Hearing Therapists
9. Podiatrists

ARTICLE 2

RULES AND REGULATIONS

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

ARTICLE 3

ASSOCIATION SECURITY

Dues/Agency Fee Check-Off

Section 3.1

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

Section 3.2

An employee may consent in writing to the authorization of the deduction of Association

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

Section 3.3

An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her department head.

Section 3.4

The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy as of July 1, 1976, to the treasurer of the Association together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

ARTICLE 4 **AGENCY FEES**

Section 4.1

Each employee who elects not to join or maintain membership in the Association shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the date of the signing of this Agreement, whichever is later, a service fee to the Association in any amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Association.

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

- 1) contributions to political candidates or political committees formed for a candidate or political party;
- 2) publicizing of an organizational preference for a candidate for political office;
- 3) efforts to enact, defeat, repeal or amend legislation unrelated to the wages, hours, standards of productivity and performance, and other terms and conditions of employment, and the welfare or the working environment of employees represented by the exclusive bargaining agent or its affiliates;

- 4) contributions to charitable, religious or ideological causes not germane to its duties as the exclusive bargaining agent;
- 5) benefits, which are not germane to the governance or duties as bargaining agent, of the exclusive bargaining agent or its affiliates and available only to the members of the employee organization.

Section 4.2

This Article shall not become operative as to employees in Bargaining Unit 7 certified to the Association until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in Bargaining Unit 7 present and voting.

Section 4.3

The Association shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the agency fee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

Section 4.4

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after sufficient time to do so.

Section 4.5

All members of the bargaining unit shall be entitled to representation and to all the rights and benefits provided under this agreement without regard to their membership, non-membership, or agency fee status within the Association or its affiliates.

ARTICLE 5 **ASSOCIATION BUSINESS**

Section 5.1 Association Representation

Association staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Association 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 Association will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

Section 5.2 Unit Chairpersons

Unit Chairpersons and grievants shall be permitted to have reasonable time off without loss of pay for the investigation and processing of grievances and arbitrations.

The Association will furnish the Employer with a list of Unit Chairpersons and their jurisdictions. Within six (6) months the Association shall delineate the jurisdiction of Unit Chairpersons so that no Chairperson need travel between work locations or subdivisions thereof while investigating grievances.

Section 5.3 Association Leave of Absence

Leaves of absence without loss of wages, benefits, or other privileges to attend meetings, conventions and executive board meetings of the local, city, state, regional, and parent organizations shall be granted to the Association officers, Unit Chairpersons, and elected delegates of the Association, provided that such leaves for State Council meetings shall not exceed two (2) meetings and 150 employee/days per contract year and that such leaves for executive board meetings shall not exceed six (6) meetings and 150 employee/days per contract year.

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

Section 5.4 Unpaid Association Leave of Absence

Upon request by the Association, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Association. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional period of one year or less at the request of the Association. Approved requests will be granted by the Department/Agency head not to exceed one per each 2,000 employees represented by the Association provided no adverse effect on the operations of the Department/Agency results.

Section 5.5 Attendance at Hearings

Representatives and officers of the Association shall be granted leaves of absence without loss of pay to attend hearings before the Legislature and State agencies concerning matters of importance to the Association.

Section 5.6 Approval Process for Association Business Leave

All requests for Association Business leave, as provided in this Article, shall require the prior approval of the Human Resources Division/Office of Employee Relations. However, requests for such leave shall not be unreasonably denied. All requests for Association Business leave must be received at least seven (7) calendar days in advance of said Association activity.

Section 5.7 Association Use of Premises

The Association shall be permitted to use those facilities of the Employer for the transaction of Association business during working hours which have been used in the past for such purpose and to have reasonable use of the Employer's facilities during off-duty hours for Association meetings subject to appropriate compensation if required by law.

This Section shall not be interpreted to grant an employee the right to carry on Association business during his/her own working hours, not granted elsewhere in the contract.

Section 5.8 **Bulletin Boards**

The Association may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Association stationery, signed by an official of the Association, and shall only be used to notify employees of matters pertaining to Association affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or fraction thereof.

Section 5.9 **Employer Provision of Information**

The Employer shall be required to provide the Association with the following information:

- A. Every three (3) months a list of all new employees, date of employment, and classification;
- B. Every six (6) months a list of all employees who have been terminated;
- C. Every six (6) months a list of all employees who have been transferred;
- D. Every six (6) months a list of all employees who have changed their classification including both titles and the effective date;
- E. A list of all employees who withdraw checkoff authorization under Article 3, Sections 2 and 3, within two (2) months of such withdrawal;
- F. A list of employees in each Department/Agency by title listed within each title in order of date of employment. Such lists shall be updated each six (6) months.

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

Section 5.10 **Orientation**

Where the Department/Agency provides an orientation program for new employees, one-half hour shall be allotted to the Association and to the new employees during which time an Association representative may discuss the Association with the employees.

ARTICLE 6
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 6.1

The Employer and the Association agree not to discriminate in any way against employees

covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, age, mental or physical handicap, Association activities, or veteran status.

Section 6.2

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

Section 6.3

The State-wide Association/Management Committee established pursuant to ARTICLE 28 shall give priority to the area of affirmative action. The Committee shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the policy and commitments contained in the Governor's Executive Order No. 116 dated May 1, 1975 or as subsequently amended or in Governor's Executive Order #253 (1988) or as subsequently amended.

Section 6.4

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

- A. Submission to or rejection of such advances, requests or behavior is made, either explicitly or implicitly a term or condition of an individual's employment or the basis for an employment decision;
- B. Such behavior has the purpose or effect of unreasonably interfering with work performance; or
- C. Such behavior has the purpose or effect of creating an intimidating, hostile or sexually offensive work environment.

Section 6.5

The provisions contained in ARTICLE 14 - VACANCIES, TRANSFERS, PROMOTIONS and ARTICLE 20 - RECALL PROCEDURES shall not be construed to impede the implementation of Affirmative Action Programs developed by Departments/Agencies in accordance with the goals set forth in this Article.

Section 6.6

A grievance alleging a violation of Section 4 of this Article shall be filed initially at step II of the grievance procedure. Such action must be brought within twenty-one (21) days from the

alleged act or occurrence. However, an employee who has filed a complaint alleging sexual harassment under the Commonwealth's Statewide Sexual Harassment Policy may not file a grievance regarding those same allegations under this Section.

ARTICLE 7

WORKWEEK AND WORK SCHEDULES

Section 7.1 Scheduled Hours, Workweek, Workday

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half (37.5) hours per week excluding meal periods or forty (40) hours per week excluding meal periods, as has been established for that job title at the particular job location. Any employee whose regular workweek has averaged more than forty (40) hours excluding meal periods in the past shall have a forty (40) hour workweek.

B. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Unit Chairpersons. In facilities wherein prior to the execution of this Agreement the work schedule was posted at least two (2) weeks in advance, the Employer shall continue to do so.

C. The Association and the Employer recognize that variations of the standard work shift may be needed to accommodate coverage of various work settings of the Health Care Professionals. Prior to implementation of such variations, the Employer shall consult with the Association. When the Employer desires to change the work schedule of an employee, he/she shall give the affected employee at least ten (10) days written notice of such contemplated change, except in cases of emergency involving the protection of the property of the Commonwealth or involving the health and safety of those persons whose care and/or custody have been entrusted to the Commonwealth but not for the purpose of avoiding the payment of overtime.

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

E. Nurses shall not be required to make up a weekend due to vacation or sick time unless, pursuant to Article 8, Section 1.K, an Appointing Authority has good cause to believe that sick leave on the weekend is being abused and the employee failed to provide satisfactory medical evidence.

Section 7.2 Overtime

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week.

B. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular workweek.

C. Compensatory time off in lieu of pay for overtime shall not be granted to employees except as provided in Section 2.J of this Article. The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the Appointing Authority and by the Personnel Administrator.

- D. 1. With the exception of paid sick leave, all time for which an employee is on full paid leave status shall be considered time worked for the purpose of calculating overtime compensation.
2. However, an employee who uses sick leave during the same work week in which he/she works mandatory overtime shall have the opportunity to replace up to three (3) shifts per fiscal year of sick leave with his/her available personal leave, vacation leave, accrued compensatory time or holiday compensatory time. Furthermore, up to two (2) days of sick leave may be counted toward such overtime calculation if the employee submits medical evidence pursuant to Article 8, Section 1 of the Agreement.

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

F. Employees who are engaged in special kinds of activities, such as House Officers at M.C.I. Norfolk in the Department of Correction, where scheduling of such work on a forty (40) hour basis is not feasible, shall not be paid overtime on a weekly basis but may be given compensatory time off for such overtime work. Any employee who is given compensatory time off under this provision shall be paid at the end of the year for the net overtime hours worked during the year.

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

H. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek. Department heads and Association representatives at each location shall work out procedures for implementing this policy of distributing overtime work.

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

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. Such compensatory time shall not

be accumulated in excess of ninety (90) hours and may be utilized in half 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.

K. The Commonwealth will exercise its best efforts to keep overtime work to a minimum, and where such work is necessary, to solicit volunteers to perform it. Best efforts shall include, but not be limited to, recruiting for budgeted vacancies in a timely manner.

The present practice at each Unit 7 facility with respect to mandatory overtime shall be maintained, provided that in no case shall any employee be required to work an unreasonable number of consecutive hours or to work overtime on an unreasonable number of occasions.

Section 7.3 Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Department/Agency and the needs of the employee.

Section 7.4 Rest Periods

Employees may be granted a rest period of up to fifteen (15) minutes per workday.

Section 7.5 Call Back Pay

An employee who has left his/her place of employment after having completed work on his/her regular shift and is called back to his/her work site prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. The present practice regarding payment of two (2) hours pay for employees called to work at home shall continue. 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.

Section 7.6 Shift Differential

A. Effective January 8, 2006, all employees in Unit 7, in any facility of the Commonwealth rendering service on a twenty-four (24) hour basis whose regular workday is on a second shift as hereinafter defined, will receive a shift differential of \$2.00 per hour for all such hours worked.

B. Effective January 8, 2006, all employees in Unit 7, in any facility of the Commonwealth rendering service on a twenty-four (24) hour basis whose regular workday is on a third shift as hereinafter defined, will receive a shift differential of \$3.00 per hour for all such hours worked.

C. Effective January 8, 2006, in addition to any other compensation they may be entitled to hereunder, all Unit 7 employees shall be paid a weekend differential in the amount of \$1.60 per hour for each hour worked between the beginning of the third shift on Friday P.M. through the end of the third shift on Sunday P.M.

D. The above hourly differentials shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift or on a weekend shift. Eligible employees who are required to work a second or third shift or a weekend shift or any

portion thereof on an overtime basis, replacing a worker who normally works such second or third shift or a weekend shift will receive a hourly shift differential pursuant to Paragraph A, Paragraph B and Paragraph C, as applicable, of this Section for all hours worked on such second or third shift or weekend shift.

E. For the purposes of this Section only, a second shift shall be one that commences at 2:00 P.M. or after and ends not later than 2:00 A.M., and a third shift shall be one that commences at 9:00 P.M. or after and ends not later than 9:00 A.M.; and a weekend shift shall be one that occurs between 9:00 P.M. on Friday and 9:00 A.M. on Monday.

F. For the purpose of computing overtime pay of employees covered by this Section, the procedure to be followed shall be:

- Step 1: Compute salary due the employee as if all hours worked were at the straight time rate;
- Step 2: Add the appropriate shift differential to the amount specified in Step 1;
- Step 3: Divide this sum by the total number of hours worked in that week;
- Step 4: Divide this quotient by two. The rate arrived at in Step 4 will apply only to overtime service and the total compensation due the employee is determined by multiplying the number of overtime hours by the rate. The product when added to the amount shown after Step 2 above equals the total compensation due for the week.

Section 7.7 Stand-By Duty

A. An employee who is ordered by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed fifteen dollars (\$15.00) for such stand-by period.

B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty and shall be nine (9) hours in duration for any daytime stand-by.

C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.

Section 7.8 Charge Differential

Effective July 1, 2000, each RN I or RN II assigned charge duties for four (4) hours or more shall receive additional compensation for such temporary service at the rate of one dollar and twenty cents (\$1.20) per hour.

ARTICLE 8 LEAVE

Section 8.1 Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the following rate for each full calendar month of employment:

<u>Scheduled Hours per Week</u>	<u>Sick Leave Accrued</u>
37.5 hours per week	9.375 hours
40.0 hours per week	10.000 hours

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B. A regular part-time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.

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

1. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
2. An employee may use up to a maximum of thirty (30) days per calendar year for the purpose of:
 - a. caring for the spouse, child or parent of either the employee or his/her spouse or a relative living in the immediate household who is seriously ill; or
 - b. parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this section shall not be required to submit a medical certification unless the appointing authority has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8.7.A.7 below.
3. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of thirty (30) days of accrued sick leave in a calendar year for adoption related purposes.
4. An employee shall be entitled to use up to ten (10) days of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. HRD may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee may use the one-day per month of paid leave available to employees for volunteer work under the Commonwealth's School Volunteer or Mentoring programs for the above cited foster care activities.

5. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; or

6. When appointments with licensed medical 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.

D. A full-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one day.

E. Upon return to work following a sick leave in excess of five (5) consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his/her choice.

F. Sick leave must be charged against unused sick leave credits in units of one-half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

G. Any employee having no sick leave credits, who is absent due to illness shall be placed on leave without pay unless said employee requests use of other available leave time which is subsequently approved.

H. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the Personnel Administrator, where such absence was caused by:

1. Illness of said employee;
2. Dismissal through no fault or delinquency attributable solely to said employee; or
3. Injury while in the employment of the Commonwealth in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

I. A regular part-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

J. Employees requesting sick leave under this Article must notify the designated representative of the Appointing Authority at least one (1) hour before the start of his/her work shift on each day of absence. In single-shift agencies, employees requesting sick leave under this Article must notify the designated representative not later than fifteen (15) minutes after the start of the work day on each day of absence. Repeated violations of these notification procedures may result in the denial of sick leave. Such notice must include the general nature of the disability and the estimated period of time for which the employee will be absent. Where

circumstances warrant, the Appointing Authority or designee shall reasonably excuse the employee from such daily notification.

K. 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.

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 or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his/her duties due to the specific illness or injury on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1(C)(2) of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within 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.

L. In extraordinary circumstances, where the Appointing Authority, or the designated person in charge if the Appointing Authority is unavailable, has sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, the Appointing Authority or the designated person in charge may authorize the removal of such employee from the workplace. It is understood that the employee might not recognize or acknowledge such unfitness. The employee shall be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his/her own choice, in which case such verification and cost shall be the responsibility of the employee. However, the Appointing Authority shall reserve the right to obtain a second opinion from a Commonwealth designated physician to determine fitness for work. Such cost shall be borne by the Appointing Authority. In the event that the opinion of the employee's physician and the opinion of the Appointing Authority's physician conflict, then a third neutral physician, agreeable to the Association and the Commonwealth, will be chosen to render an opinion, and such opinion shall be binding upon the Association, the Commonwealth and the employee. The cost of this neutral physician shall be borne equally by the parties.

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

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

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

It is understood that any such payment will not change the employee's pension benefit.

O. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

P. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody, and who as a result of such injury would be entitled to benefits under M.G.L. c. 152, shall, if entitled under M.G.L. c. 30, Section 58, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days duration.

Section 8.2 Paid Personal Leave

A. On each January 1, full-time employees on the payroll as of that date will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	22.500 hours
40.0 hours per week	24.000 hours

Such personal leave may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her Appointing Authority. Full-time employees hired or promoted into the bargaining unit after January 1 of each year will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire or Promotion</u>	<u>Scheduled Hours per Week</u>	<u>Personal Leave Credited</u>
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January 1 – March 31	37.5	22.500 hours
	40.0	24.000 hours
April 1 – June 30	37.5	15.000 hours
	40.0	16.000 hours
July 1 – September 30	37.5	7.500 hours
	40.0	8.000 hours
October 1 – December 31	37.5	0 hours
	40.0	0 hours

Any personal leave not taken by any December 31 will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be used in hourly increments and may be used in conjunction with vacation leave.

Nothing in this section shall be construed as giving more than three (3) personal days in a given year.

Section 8.3 Bereavement Leave

Upon evidence satisfactory to the Appointing Authority of the death of a spouse, child, parent, brother, sister, sister-in-law, brother-in-law, stepparent, grandparent, grandchild, or parent or child of spouse, or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) calendar days. Leave shall not exceed a period of four (4) consecutive calendar days either commencing with the date of death or ending after the date of the funeral, at the option of the employee.

Section 8.4 Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two (2) hours, for the sole purpose of voting in the election.

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 shall be granted court leave with pay upon filing of the appropriate notice of service with his/her 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.

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 (4) 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

A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under M.G.L. c. 33, Sections 38, 40, 41, 42, or 60, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee under M.G.L. c. 33, Section 59 as amended.

C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts and Resolves of 1941 as amended, or of Chapter 805 of the Acts and Resolves of 1950 as amended, or Chapter 671 of the Acts and Resolves of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts and Resolves of 1941 as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts and Resolves of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

Section 8.7 Family and Medical Leave

A. Family Leave

1. An Appointing Authority shall grant to a full-time or part-time employee who has completed his/her probationary period, or if there is no such probationary period, has been employed for at least three (3) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within twelve (12) months following the birth or placement.

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

3. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation credits at the commencement of her/his family leave, the employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation provisions of this Agreement. The Appointing Authority may, in his/her discretion, assign an employee to backfill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure.

4. At the expiration of the family leave, the employee shall be returned to the same equivalent position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave, employees in an equivalent position have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

5. Employees taking an unpaid leave of absence under this provision will accrue sick and vacation leave benefits only for the first eight (8) weeks of such unpaid leave. Notwithstanding any other provision of the Agreement to the contrary, the family leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave.

6. During the time an employee is on family leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover, as provided under FMLA, the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave.

7. 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 leave, at a time requested by the employee. 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, except that this leave may not be charged in increments of less than one (1) day. 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.

B. Medical Leave

1. An Appointing Authority shall grant to any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of his/her position.

2. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If a thirty (30) day notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the Appointing Authority, satisfactory medical evidence. Satisfactory medical evidence is defined under Section 1(K) of this Article. If the Appointing Authority has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense.

In the event there is a conflict between the second opinion and the original medical opinion, the Appointing Authority and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the Appointing Authority and the employee, at the Appointing Authority's expense.

3. 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. 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.

4. If the employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her medical leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement.

5. At the expiration of the medical leave, the employee shall be returned to the same equivalent position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave, employees in an equivalent position have been laid off through no fault of their own, the Employer will extend the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

6. Between periods of unpaid medical leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

7. During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.

Section 8.8 Non-FMLA Family Leave

A. Upon written application to the Appointing Authority, including a statement of any reasons, any employee who has completed his/her probationary period, or if there is no probationary period who has been employed at least three (3) consecutive months who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted non-FMLA family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The Appointing Authority may, in his/her discretion, assign an employee to back fill for an employee who is on non-FMLA family leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of grandparent, grandchild, sister or brother living in the same household, or child, whether the child(ren) is the natural, adoptive, foster, stepchild or child under legal guardianship of the employee.

B. Ten (10) days of non-FMLA family leave may be taken in not less than one day increments. However, such leave requires the prior approval of the Appointing Authority or his/her designee.

C. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of her/his non-FMLA family leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.

D. Between periods of non-FMLA family leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 8.9 FMLA and Non-FMLA Clarification on Utilization

A. Where an eligible full-time or part-time employee and his/her eligible spouse are both employees of the Commonwealth they may jointly be granted a total of not more than twenty-six (26) weeks of unpaid leave under this Article to care for the employee's parent with a serious medical condition; or in conjunction with the birth, adoption or placement of a child as long as the leave(s) conclude(s) within twelve (12) months following the birth or placement. If the leave is requested because of the illness of a child or of the other spouse, each spouse is entitled to twenty-six (26) weeks of unpaid leave. The female employee is entitled up to eight (8) weeks of those combined twenty-six (26) weeks under M.G.L. c. 149, Section 105D for maternity or adoption purposes.

B. Where an eligible full-time or part-time employee and his/her eligible spouse both use a portion of the total twenty-six (26) week FMLA leave to care for an employee's parent with a serious medical condition or in conjunction with the birth, adoption or placement of a child as indicated in paragraph A, the spouses would each be entitled to the difference between the amount he/she has taken individually and twenty-six (26) weeks for FMLA leave in order to care for the spouse or child of the employee if such spouse or child has a serious health condition or because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

C. Of the combined twenty-six (26) weeks provided in paragraph A of this Section, not more than ten (10) days per employee shall be paid under the provisions of Section 8.7.A.7 of this Article, with the remainder unpaid, except that if the employee has accrued sick leave, vacation leave or other personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, vacation leave, or personal leave provisions of this Agreement.

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

Section 8.10 Domestic Violence Leave

An employee may use up to a maximum of fifteen (15) paid days per calendar year for the purpose of arranging for the care of him/herself or his/her child(ren) or for attending to necessary legal proceedings or activities in instances where the employee or his/her child(ren) is a victim of domestic abuse at the hands of another. Said fifteen (15) paid days are in addition to any other paid leave which the employee may accrue under the provisions of this Agreement. Any documentation required by the employer to implement leave under this Section shall be kept strictly confidential, and any notations made on an employee status record shall be nonspecific.

Section 8.11 Education Leave

Employees may be granted a paid leave of absence in accordance with the policies of the Employer for educational purposes to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave. The above paid leave provision may include a long term leave for a period of up to two (2) years at either full pay for one (1) year or half (1/2) pay for two (2) years. In the event that any employee fails to return from a long term educational leave of absence or fails to work for a period which is twice as long as the leave of absence, the employee shall reimburse the Commonwealth for any salary the Employer has paid to said employee during the long-term leave. The Employer will make reasonable efforts to facilitate leaves under this Section. Notwithstanding the other provisions of this Section, leaves under this Section shall be at the sole discretion of the Employer.

Section 8.12 Professional Days

Each employee in Unit 7 shall be entitled to two (2) paid professional days per year.

Section 8.13 Tuition Remission

Full time employees shall be eligible for tuition remission as follows:

A. For enrollment in any state supported course or program at the undergraduate or graduate level at any Community College, State College or State University, excluding the M.D. Program

at the University of Massachusetts Medical School, full tuition remission shall apply.

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

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

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

E. Effective July 1, 1998, spouses of full-time employees shall be eligible for the remission benefits contained in this Article and subject to the other provisions of this Article. It is understood that any program of spousal eligibility developed by the Board of Higher Education in conjunction with the Employer (HRD) require the subordination of spousal eligibility rights to those remission benefit rights extended to full-time state employees in different bargaining units as well as full-time employees covered by the provisions of this Agreement.

Section 8.14 Definitions: Day and Week

For the purposes of ARTICLE 8 - LEAVE, ARTICLE 9 - VACATIONS, and ARTICLE 10 - HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8) hour workday shall mean seven and one-half (7.5) or eight (8) hours, whichever is appropriate, and for the purpose of ARTICLE 9 - VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate.

ARTICLE 9
VACATIONS

Section 9.1

The vacation year shall be the period from January 1st to December 31st inclusive.

Section 9.2

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

**Length of Continuous
Full-Time**

Scheduled Hours
25

Vacation

<u>"Creditable Service"</u>	<u>Per Week</u>	<u>Credit Accrued</u>
Less than 4.5 years	37.5	6.250 hours
	40.0	6.667 hours
4.5 years, but less than 9.5 years	37.5	9.375 hours
	40.0	10.000 hours
9.5 years, but less than 19.5 years	37.5	12.500 hours
	40.0	13.333 hours
19.5 years or more	37.5	15.625 hours
	40.0	16.667 hours

B. For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day in the state agency where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article.

Section 9.3

A full-time employee on leave without pay and/or absent without pay for thirty (30) or more cumulative days in any vacation year shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled workdays in the vacation year. In addition any such leave or absence without pay for thirty (30) or more cumulative days in any vacation year shall result in the permanent loss of one (1) year of continuous service for the purpose of vacation credit, unless such leave or absence is attributable to one the following reasons:

- Serious illness requiring hospitalization for all or a portion of the period of absence
- Industrial Accident
- Maternity/Adoptive Leave
- FMLA/Non-FMLA Leave
- Military Leave
- Educational Leave
- Civic Duty Leave

in which case "continuous service" for purposes of vacation credit shall not be affected.

Section 9.4

Vacation leave earned during any vacation year in which an employee achieves the next higher vacation accrual status shall be credited at the rate at which the employee began the current vacation year. Adjustments necessary to reflect the higher vacation accrual shall be credited on the last day of the vacation year.

Section 9.5

A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 9.6

A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to thirty (30) days of service of a full-time employee shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year and will lose one (1) year of continuous service for the purpose of vacation credit unless such leave or absence is attributable to one of the following reasons:

- Serious illness requiring hospitalization for all or a portion of the period of absence
- Industrial Accident
- Maternity/Adoptive Leave
- FMLA/Non-FMLA Leave
- Military Leave
- Educational Leave
- Civic Duty Leave

in which case “continuous service” for purposes of vacation credit shall not be affected.

Section 9.7

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

Section 9.8

The Appointing Authority shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference, subject to the operational needs of the Department/Agency, shall be given to employees on the basis of years of employment with the Commonwealth.

Unused vacation leave earned during the previous two (2) vacation years can be carried over on January 1 for use during the following vacation year. Annual earned vacation leave credit not used by December 31 of the second year it was earned will be forfeited.

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

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

Section 9.9

Absence on account of sickness in excess of the authorized sick leave provided in this

Agreement (or for personal reasons not provided for under said sick leave provisions) may be charged to vacation leave at the discretion of the Appointing Authority.

Section 9.10

Employee's vacation leave balances shall be charged on an hour for hour basis; e.g. one hour charged for one hour used. Charges to vacation leave may be allowed in units of not less than one half hour.

Section 9.11

Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of the separation, provided that no monetary or other allowance has already been made therefor. Upon the death of an employee who is eligible for vacation under this Agreement, the Personnel Administrator may, upon request of the Appointing Authority of the deceased person, authorize the payment of such compensation in the following order of precedence:

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

Section 9.12

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

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

Section 9.13

Any employee who resigned or was granted a leave of absence to enter service in the armed forces of the United States, under the provisions of Chapter 708 of the Acts and Resolves of 1941 as amended, and who, upon honorable discharge from such service in said armed forces, has returned or returns to the service of the Commonwealth, shall be paid an amount equal to the vacation allowance as earned in the vacation year prior to his/her entry into such service in said armed forces which had not been granted prior to military leave and, in addition, that portion of the vacation allowance earned in the vacation year during which he/she entered such service, up to the time of military leave, provided that no monetary or other allowance has already been made therefor.

Section 9.14

Employees who are reinstated after military leave as referred to in Section 13 may be granted one full year's vacation allowance for the year in which they returned or return, provided that prior to such military leave vacation had not been used or compensation paid in lieu thereof for the same year. If an insufficient period of time remains in that vacation year to permit the granting of a full allowance, the entire period remaining may be so used. Neither the above usage, nor absence due to military leave shall in any way affect vacation credits earned by such employees in the vacation year in which they return from military service.

Section 9.15

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

Section 9.16

Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 9.17

If an employee is on industrial accident leave and has available vacation credits which have not been used and who, because of the provisions of Section 8 of this Article, would lose such vacation credits, the Appointing Authority of such employee shall convert such vacation credits to sick leave credits December 31st of the year in which such vacation credits would be lost if not taken.

Section 9.18

Upon approval of the Appointing Authority or his/her designee, an employee may be eligible to redeem up to seven (7) days of vacation leave credits per calendar year. Payment for such credits shall be at the employee's hourly base salary rate as of the date of approval. This provision shall be extended to part-time employees in the same proportion that his/her service bears to full-time service. Employees receiving workers compensation benefits are ineligible for redemption of vacation credits.

ARTICLE 10 **HOLIDAYS**

Section 10.1

The following days shall be holidays for employees:

New Year's Day	Martin Luther King Day
Washington's Birthday	*Evacuation Day
Patriot's Day	Memorial Day
*Bunker Hill Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Day	*only in Suffolk County

Section 10.2

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

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. Part-time employees shall not have their schedules temporarily changed for the purpose of avoiding holiday pay or benefits.

Section 10.4

When a holiday occurs on a day that is not an employee's regular workday, he/she at the option of the Employer, shall receive pay for one day at his/her regular rate or one compensatory day off with pay within sixty (60) days following the holiday to be taken at a time approved by the agency head.

Section 10.5

An employee required to work on a holiday shall receive a compensatory day off with pay within sixty (60) days following the holiday to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the Department/Agency because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 10.6

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

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

Section 10.7

A. An employee who is on leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

B. The above procedure may be waived by the Employer if an employee is tardy due to severe weather conditions or if an employee is tardy for not more than two (2) hours due to events beyond the control of the employee. Denial of said waiver by the employer may be appealed up to Step III of the grievance procedure if the Association feels that said denial was arbitrary or capricious.

Section 10.8

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

Section 10.9

An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the Department/Agency because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday. Additionally, an employee who is not scheduled to work on the Suffolk County holidays, if the employee's usual workweek is five (5) or more days, shall be entitled to a day off with pay within sixty (60) days following such holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the Department/Agency because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay.

Section 10.10

Effective January 8, 2006, in addition to any other benefits provided by this agreement, Unit 7 employees who work on Christmas, New Years Day, Thanksgiving Day, Independence Day or Labor Day shall be paid a holiday differential for all hours worked in the amount of \$1.60 per hour.

ARTICLE 11 **EMPLOYEE EXPENSES**

Section 11.1

A. Effective September 12, 2005, 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 forty cents (\$0.40) per mile.

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

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

C. Employees shall not be reimbursed for commuting between their home and office or other regular work locations. With the approval of the Personnel Administrator, an employee's home may be designated as his/her regular office by his/her Appointing Authority for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 11.2

A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

<u>Meal</u>	<u>Applicable Period</u>	<u>Allowance</u>
Breakfast	3:01 to 9:00 A.M.	\$3.00
Lunch	9:01 to 3:00 P.M.	\$4.50
Supper	3:01 to 9:00 P.M.	\$7.50

B. On the first day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment commences after 6:00 A.M., for lunch if such assignment commences after 12:00 noon, or for supper if such assignment commences after 10:00 P.M.

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

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

Section 11.3

Effective July 1, 1998, employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular workday, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

<u>Meal</u>	<u>Applicable Period</u>	<u>Allowance</u>
Breakfast	3:01 A.M. to 9:00 A.M.	\$2.75
Lunch	9:01 A.M. to 3:00 P.M.	\$3.75
Dinner	3:01 P.M. to 9:00 P.M.	\$5.75
Midnight Snack	9:01 P.M. to 3:00 A.M.	\$2.75

ARTICLE 12 **SALARY RATES**

Section 12.1

The following shall apply to full time employees:

- A. Effective July 10, 2005, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a three percent (3%) increase in salary.
- B. Effective January 8, 2006, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a two percent (2%) increase in salary.
- C. Effective January 8, 2006, employees occupying positions in Attachment A will be reclassified one job grade higher than their existing job grade, at the same step maintaining their anniversary step date.
- D. Effective January 8, 2006, employees occupying positions in Attachment A below step six on the salary schedule, will be advanced to step 6, maintaining their anniversary step date.
- E. Effective January 8, 2006, a new salary range maximum step 13 will be added to the salary schedule for all titles in Attachment A, the value of which will be two and one-half percent (2.5%) greater than step 12.
- F. Effective July 9, 2006, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a three percent (3%) increase in salary.
- G. Effective January 7, 2007, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one and one-half- percent (1.5%) increase in salary.
- H. Effective July 8, 2007, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one and one-half- percent (1.5%) increase in salary.
- I. All current full-time and part-time employees, as of May 19, 2006, who were on the payroll as of January 1, 2005, shall be eligible to receive a one-time retention recognition bonus payment in the amount of two thousand (\$2000.00) dollars.
- J. Employees who possess certification in an area for which they are working for the Commonwealth and for whom such certification:
 - a) is not required as a condition of employment, or, in the absence of such requirement,
 - b) is beyond what is necessary for a license or certification that is required as a condition of employment,
 shall receive a differential payment of twenty dollars (\$20.00) per week.

Said differential shall be prorated for part-time employees in the proportion that their part-time service bears to full time service. There shall be no duplication or pyramiding of the certification pay provided in this Section (i.e. employees shall be entitled to pay for only one such certification).

- K. All unit 7 Physicians and Psychiatrists who possess Board certification in an area for which they are working for the Commonwealth, and all unit 7 Physicians and Psychiatrists who do not possess Board certification, shall be paid in accordance with the salary schedules “With Board Certification” (BC) and “Without Certification” (NC) as so designated respectively,

in Appendices C-1 through C-6 of this Agreement, except as provided in paragraph J. of this Section. Physicians and Psychiatrists who obtain such certification during the term of this Agreement shall be paid in accordance with said salary schedules effective as of the date of obtaining such certification.

Section 12.2

Employees who receive a "Below" rating on their annual performance evaluation shall not be eligible to receive the salary increases or bonus provided in Section 1 of this Article, nor any step increases. Employees who receive a "Below" rating will have their performance reviewed on a monthly basis in accordance with Article 26A of this Agreement and will become eligible for the salary and step increase previously denied effective upon the date of receiving a "Meets" or "Exceeds" rating. Such employees, upon the date of receiving a "Meets" or "Exceeds" rating, shall also receive any bonus amount previously withheld. Said bonus amount will be reduced in proportion to the number of weeks elapsed between the effective date of the bonus and the date said employee receives a "Meets" or "Exceeds" rating.

Section 12.3

- A. The salary rate for employees hired, reinstated (except upon recall from layoff or upon return from a leave of absence or a return under an agreement or arbitrator's award pursuant to Articles 24 or 25 hereunder), or reemployed shall be Step 1 of the job group of his/her position except in cases where a new employee is hired by a Department/Agency at a salary, approved by the Personnel Administrator, above Step 1. Effective May 19, 2006, former Licensed Practical Nurses (LPN's) who upon becoming members of Unit 7, shall receive credit for that service for salary step placement purposes only.
- B. The salary rates of full-time employees are set forth in Appendices A-1 through A-6, B-1 through B-4, and C-1 through C-6, are attached hereto, and hereby made a part of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.
- C. A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.
- D. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 12.4

- A. An employee shall continue to advance under the terms of this Agreement to the next higher salary step in his/her job group, within the salary chart assigned to his/her position title, unless he/she is denied such step-rate increase by his/her Appointing Authority, after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her assignment to that job group until the maximum salary rate is reached. In the event an employee is denied a step-rate increase, he/she shall be given a written statement of the reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step-rate increases.

B. Whenever an employee paid in accordance with the salary schedules provided in Appendices A-1 through A-6, B-1 through B-4 and C-1 through C-6 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:

1. Determine the employee's salary rate at his/her current job group;
2. 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 plus two one-hundredths (1.02);
3. Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;
4. The employee's salary rate shall be the first rate in the higher job group which at least equals the resultant amount.

Section 12.5

All employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

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

Section 12.6

Employees who possess the following educational degrees in an area for which they are working for the Commonwealth, and for whom such degree:

- a) is not required as a condition of employment, or, in the absence of such requirement,
- b) is beyond what is necessary for a license or certification that is required as a condition of employment, shall receive the following education differential payment:

Baccalaureate degree - fifteen dollars (\$15.00) per week

Master's degree - thirty dollars (\$30.00) per week

Doctorate degree - forty dollars (\$40.00) per week

Said differential shall be prorated for part-time employees in the proportion that their part-time service bears to full time service. There shall be no duplication or pyramiding of the education differential provided in this Section (i.e., employees shall be paid for only the highest degree held).

Section 12.7

When it has been determined that any employee has been overpaid, the employee shall be notified of this fact and the reasons therefore. The Employer and employee shall make every effort to agree upon a mutually acceptable recoupment arrangement. Unless the employer and employee agree to another arrangement such overpayment shall be recovered from the employee over the same period of time and in the same manner in which the employee was overpaid (i.e.

an employee who was overpaid by \$5.00 per pay period for six (6) months shall refund the employer at the rate of \$5.00 per pay period for six (6) months).

ARTICLE 13

GROUP HEALTH INSURANCE CONTRIBUTIONS

Section 13.1

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of coverage that is provided for him/her and his/her dependents under the Plan.

Section 13.2

With regard to the health insurance coverage of regular part-time employees working less than twenty (20) hours a week, which is currently restricted by statute, a joint Association/Management Committee shall study the advisability of the extension of coverage to those part-time employees. All other regular part-time employees shall be eligible to receive health insurance coverage if they so desire.

ARTICLE 13A

HEALTH AND WELFARE

Section 13A.1

The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust (Trust Agreement) drafted by the Employer, and approved by the Association, and executed by the Employer and the Association, for the purpose of purchasing benefits for Unit 7 employees. Such Trust Agreement provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Association. The Board of Trustees of the Health and Welfare Fund shall determine in their sole discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 13A.2

Effective July 10, 2005, the Employer shall contribute to the Fund eleven dollars (\$11.00) per calendar week, per full-time employee equivalent in Unit 7. These contributions shall not be used for any purpose other than to provide benefits and to pay operating and administration expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month for which the contributions are attributable.

Section 13A.3

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any Collective Bargaining Agreement between the Employer and the Association.

Section 13A.4

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under B above.

ARTICLE 14

VACANCIES, TRANSFERS AND PROMOTIONS

Section 14.1. Request for Change of Work Schedule/Worksite

Prior to the filling of a vacancy of a position in the bargaining unit management shall review employee requests for transfer within a facility "Bid Book" in accordance with the following procedure:

1. Each facility shall maintain a Bid Book for the purpose of affording each employee an opportunity to notify management of his/her desire to change his/her work schedule and/or worksite within the same title and within the facility.
2. Prior to posting any vacancy, management shall review the Bid Book to determine if any employees have registered in the book who have the same title and are seeking the exact shift/number of hours per week/worksite.
3. When more than one employee transfer request is on file for the same vacancy and where the Appointing Authority or his/her designee determines that the qualifications of the applicants are substantially equal, the applicant who has the most seniority in the Department shall be preferred. Where the Appointing Authority determines that legitimate operational needs preclude filling the vacancy by transfer, he/she shall so advise the Association in writing giving the reason therefore.
4. Employees may have no more than two (2) bid requests on file at any given time.
5. Upon receiving or refusing a transfer via the Bid Book procedure an employee will become ineligible to register in the bid book for a period of six (6) months.

Section 14.2 Vacancies

After the Appointing Authority has reviewed the Bid Book and has made any appointments according to the procedures in Section 1 and prior to considering applicants from outside the job title and/or facility, the Appointing Authority will post a notice of vacancy for ten (10) days. Notices of vacancies shall be conspicuously posted within the facility. A copy of such notice shall be sent to the unit chairperson of the facility prior to each posting.

Section 14.3 Promotions

There shall be a Promotion Committee in each facility consisting of five (5) members . Said Committee shall include the Director of the facility or his/her designee, the Association Chairperson or his/her designee and three (3) members of the Bargaining Unit, one of whom shall be selected by the Director or his/her designee, one of whom shall be selected by the Association Chairperson or his/her designee and one of whom shall be jointly selected by the Director or his/her designee and the Association Chairperson or his/her designee. At least one of the three members of the bargaining unit shall belong to the professional discipline for which the vacancy has been posted.

Employees wishing to apply for a promotion pursuant to a posted vacancy shall submit their application to the Employer who shall forward it to the Promotion Committee who shall review the application. The Committee shall interview applicants as it deems it necessary and it shall make a recommendation to the Appointing Authority. Recommendations shall be made on the basis of qualifications and where qualifications are relatively equal, seniority in the Department shall be the determining factor. The Appointing Authority shall review the Committee's recommendation but he/she shall make the final determination. In the event that the Appointing Authority fails to appoint the person recommended by the Promotion Committee, he/she shall report the reasons for the failure to follow the Committee's recommendation in writing to the Committee.

Section 14.4 Transfers Within Facilities

If management determines for legitimate operational needs to transfer employees within the same facility it shall first solicit volunteers in the job title from the affected group. If there are more volunteers than necessary, selection for the new assignment(s) shall be made on the basis of seniority. If volunteers are insufficient, employees may be involuntarily transferred in order of inverse seniority first from employees in the affected group who have the same shift and hours needed in the new receiving work location.

ARTICLE 15 CONTRACTING OUT

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

ARTICLE 16 OUT OF TITLE WORK

Section 16.1 Work In A Lower Classification

While an employee is performing the duties of a position classified in a grade lower than that

in which the employee performs his/her duties, he/she shall be compensated at his/her regular rate of pay as if performing his/her regular duties.

Section 16.2 Work In A Higher Classification

Any employee who is assigned by his/her Appointing Authority to a vacant position in a higher grade for a period of more than thirty (30) days shall receive the salary rate for the higher position from the first day of the appointment, provided such appointment is made pursuant to Civil Service law when applicable.

Section 16.3 Overtime Compensation

A. An employee who performs overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation unless it is higher than the maximum of the grade in which overtime is rendered, in which case he/she shall be paid at the maximum rate of the grade in which service is rendered.

ARTICLE 17
PROFESSIONAL PERFORMANCE

All health care professionals covered by this Agreement shall not be required to perform duties that are inappropriate to their respective professional discipline.

ARTICLE 17A
TECHNOLOGICAL CHANGE

Section 17A.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 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 as PMIS and CAPS. Therefore the Commonwealth and the Association 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 Association 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 or any other such changes of a similar nature). The Commonwealth and the Association will establish a Special Association/Management Committee made up of an equal number of Association representatives and Management representatives. The Association will appoint its members to the Committee and the Personnel Administrator will appoint members for the Commonwealth. 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. All rights granted to management under this provision shall be exercised in a reasonable manner, through reasonable means and only to achieve legitimate managerial goals.

Section 17A.2

In order to clarify current practice, the Commonwealth and the Association specifically agree that all hardware, software, databases, communication networks, peripherals, and all other electronic technology, whether networked or free-standing, is the property of the Commonwealth and is expected to be used as it has been used in the past, for official Commonwealth business. Use by employees of the Commonwealth's property constitutes express consent for the Commonwealth and its Departments/Agencies to monitor and/or inspect any data that users create or receive, any messages they send or receive, and any web sites that they may access. The Commonwealth retains, and through its Departments/Agencies may exercise, the right to inspect and randomly monitor any user's computer, any data contained in it, and any data sent or received by that computer.

Notwithstanding the foregoing, unless such use is reasonably related to an employee's job, it is unacceptable for any person to intentionally use the Commonwealth's electronic technology:

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

The terms of this Section do not alter current practice regarding employee use of telephones.

ARTICLE 18

CLINICAL SUPERVISION

The quality of clinical performance of employees covered by this Agreement shall be monitored and adjudged by individuals belonging to the same professional discipline who are of a higher classification or who are functioning at a higher level of authority. In facilities where there are no individuals of a higher classification or functioning at a higher level of authority in a specified discipline, the director of the facility shall seek evaluative input from members of that discipline.

This provision shall not be subject to the grievance and arbitration provisions of this Agreement. The Association reserves the right to take whatever lawful action it deems appropriate under the circumstances.

ARTICLE 19

CLASSIFICATION AND RECLASSIFICATION

Section 19.1 Class Specifications

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

Section 19.2

Each employee in the bargaining unit shall be permitted by the Employer to have access to examine his/her class specification.

Section 19.3 Individual Appeal of Classification

Individual employees shall continue to have the same right to appeal the propriety of the classification of his/her position through the Personnel Administrator or the Civil Service system which the individual employee enjoyed on June 30, 1976, and such appeal may not be the subject of a grievance or arbitration under ARTICLE 25 herein.

Section 19.4

In furtherance of their mutual interests in developing an orderly system of personnel administration and in providing career opportunities for health care professionals in Unit 7, the MNA and the Commonwealth shall implement and maintain the classification system set forth below.

With respect to the newly-created positions (e.g. Community Psychiatric Mental Health Nurse and Clinical Specialist/Psychiatric Mental health Nursing), it is the intent of the MNA and the Commonwealth to implement the classification system in accordance with the following:

1. The Commonwealth shall obtain legislative and/or executive approvals necessary to establish these titles; and
2. The Commonwealth via its appointing authorities shall determine the

- functional and/or operational needs which require the use of the newly-created titles; and
3. The Commonwealth via its appointing authorities shall fill these positions as they determine appropriate to meet the operational needs and/or functional needs of each Appointing Authority.
 4. The Office of Employee Relations shall facilitate and actively encourage the above steps required to implement this classification plan and to fill the new positions.

CLASSIFICATION SYSTEM

New Grade Title

Nursing

2	Registered Nurse I
3	Registered Nurse II
4	Registered Nurse III
5	Registered Nurse IV
7	Registered Nurse V
9	Registered Nurse VI
7	Public Health Nursing Advisor I
9	Public Health Nursing Advisor II
5	Community Psychiatric Mental Health Nurse
7	Community Mental Health Nursing Advisor I
9	Community Mental Health Nursing Advisor II
9	Clinical Specialist in Psychiatric Mental Health Nursing
8	Health Care Facility Inspector I
9	Health Care Facility Inspector II
9	Nurse Practitioner
7	Nursing Instructor

Physician

6	Medical Assistant
9	Physician Assistant
11	Assistant Physician
15	Physician I
18	Physician II
21	Physician III
	Physician Specialist (ungraded)
15	Psychiatrist I
18	Psychiatrist II
21	Psychiatrist III
	Psychiatrist Specialist (ungraded)

Psychology

2	Psychologist I
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5	Psychologist II
7	Psychologist III
10	Psychologist IV
11	Psychologist V

Dentist

14	Dentist
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Physical Therapy

3	Physical Therapist I
5	Physical Therapist II
7	Physical Therapist III

Occupational Therapy

3	Occupational Therapist I
5	Occupational Therapist II
7	Occupational Therapist III

Speech Therapy and Audiology

3	Speech and Language Pathologist I
3	Audiologist I
6	Speech and Language Pathologist II
6	Audiologist II
7	Speech and Language Pathologist III
7	Audiologist III

Pharmacy

5	Pharmacist I
7	Pharmacist II
12	Psychopharmacologist

Podiatrist

10	Podiatrist
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- A. Any employee in titles that are reclassified to a lower grade shall be grandfathered at their current grade and shall receive all salary increases to which they are entitled.
- B. Any employee in titles that are reclassified to a higher grade shall receive the salary for such higher grade at the same step occupied by such employee immediately prior to the reclassification.
- C. A joint labor management committee shall be established with equal participation from both parties for the purpose of monitoring the implementation of the classification plan and the

development of position specifications thereunder.

D. In the event that any vacant Unit 7 titles deleted in the reclassification are recreated, such positions or their successors shall be contained in Unit 7.

E. Effective September 30, 1987 Pharmacist I's at single pharmacist facilities as defined below shall be eligible and upon application will be considered for reclassification to Pharmacist II notwithstanding that they do not supervise other employees. This provision shall apply to single pharmacist facilities at hospitals, state schools, walled corrections facilities, Soldiers Homes and large mental health centers. The latter facilities shall be designated by mutual agreement between HRD and MNA.

F. Effective September 25, 1989, the Nurse Practitioners and Clinical Specialists/Psychiatric Mental Health Nursing shall be reclassified to Grade 8.

ARTICLE 20

LAYOFF-RECALL PROCEDURE

Section 20.1 Applicability

The provisions of this Article shall apply to all employees unless superceded by civil service law. The provisions of this Article shall be applicable to all department/agencies except for the Department of Public Health. The Department of Public Health will abide by the Memorandum of Agreement between the Commonwealth and the Association governing layoff and recall, executed on July 23, 1993 (See Supplemental Agreement).

Section 20.2 Seniority Definition

As used in this Article seniority shall be defined as the total of all continuous service rendered by the employee from the last date of entry into a Unit 7 position or positions within the Department/Agency. Breaks in service for approved educational, maternity, military, industrial accident and any other paid leave shall be included in total seniority. Where seniority is equal, the length of state service will be used to determine seniority. Any period of layoff from which an employee has been recalled within two years shall be included in the calculation of seniority.

Section 20.3 Notice to Association

A. In the event that the Commonwealth becomes aware of an impending reduction in the workforce it will notify the Massachusetts Nurses Association (MNA) at least twenty (20) working days prior to the layoff.

B. Within five (5) working days of notification of the impending reduction in the workforce, the Commonwealth shall meet with the MNA to discuss the reduction, including the availability of similar positions within the same Department/Agency or other Departments/Agencies within state service and including the availability of any training programs which may be applicable to the employees.

C. The MNA will be provided with current seniority lists at this meeting for the group of potentially affected employees in the title or titles.

Section 20.4 Preliminary Layoff Processes

A. Prior to notifying employees that their positions have been eliminated the Commonwealth will first solicit volunteers for layoff within the Department/Agency. Next, the Commonwealth will seek to terminate services provided by non-"AA" subsidiary account consultants providing the same or similar services as the functions to be eliminated. Such services shall be terminated as soon as legally permitted or as allowed by the consultant contract. It is understood however, the authority of the Secretary for Administration and Finance to promulgate rules and regulations for contracting out services pursuant to Chapter 29, Section 29A shall not be eliminated.

B. The parties recognize that the use of employees who work less than half time is necessary from time to time but not intended to constitute replacement of employees who work at least half time. Therefore, to the extent practicable, the Commonwealth will first attempt to staff its operations by employees covered by the Agreement.

Section 20.5 Notice to Employees

A. If, after taking the steps in the preceding Section, there still are positions which must be eliminated, then employees whose positions in the affected title(s) are being eliminated will be notified in writing at least twenty (20) working days in advance of the effective date of the layoff that their positions will be eliminated and that they have the following options:

1. Accept the layoff;
2. Transfer in title on the same shift into the position of the least senior employee with the same hours as the affected employee. Or, if there is no such employee, transfer in title on the same shift to the least senior employee with up to 8 more hours than the affected employee or, transfer in title on the same shift into the position of the least senior employee with up to 8 fewer hours than the affected employee or, transfer into the position regardless of shift held by the least senior employee in the same title. All of the above options occur within the facility where the affected employee works and to the least senior incumbent within the defined group;
3. Transfer in title on the same shift into the position of the least senior employee within any region, including the employee's own region, with the same hours as the affected employee. If there is no such employee, transfer in title on the same shift to the least senior employee with up to 8 more hours, or 8 fewer hours than the affected employee or, transfer into the position regardless of shift or hours held by the least senior employee in the same title. All of the above options occur within the affected region and to the least senior incumbent in the region in the defined group (in DMH region shall mean area);
4. Bump down to a lower title to which they are qualified, in accordance with sub-sections 2 and 3 above;
5. Choose to fill a funded, fillable vacancy after completion of the "Bid Book" procedure described in Article 14 where applicable, in the

same or lower title to which determined qualified by the Appointing Authority.

6. In all of the above sub-sections, 1 through 5, the employee(s) affected by such displacement must be less senior than the employee selecting the reassignment or bump option.
7. In determining whether employees have the same hours, the actual hours of the employee shall be rounded to the nearest increment of 24, 32 or 40.
8. In clarification of sub-section 2 above, it is understood that affected employees must accept an exact match of the total hours worked, if such match is available.

B. Employees shall notify the Appointing Authority within five (5) working days of receipt of notice, which option(s) they wish to exercise, listed in order of priority.

C. Employees affected by a reassignment or bump shall have the same rights as set forth above. All employees who displace less senior employees, must accept the tour of duty/hours of employment that the displaced employees works.

D. Both the Commonwealth and the MNA recognize the impact that layoffs have on clients serviced by Unit 7 professionals. Accordingly, the Commonwealth will give the employees and the MNA as much notice as practicable over and above the aforementioned minimums whenever a reduction in force is impending.

Section 20.6 Transfer between Department/Agencies

Any employee who is to be laid off/bumped/transferred may file a request for transfer to any Agency in state service. Upon approval of that Agency, such employee may be appointed to any vacancy in the Bargaining Unit in the same grade and title or any similar title for which he/she might meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid-off or bumped.

Section 20.7 Recall

A. The Department/Agency shall maintain a recall roster from which bumped and laid-off employees and employees whose positions have been eliminated will be recalled to the job title from which they were bumped or laid-off or which was eliminated, or to titles in the same or lower job grade in Unit 7 in accordance with their seniority and in accordance with their qualifications to perform the work.

B. A bumped or laid-off employee or an employee whose position has been eliminated will remain on the recall roster for two (2) years, except an employee who is offered recall in accordance with paragraphs A and D of this Section and who refuses such offer or does not respond within five (5) working days shall be removed from the recall list for that job title only.

C. The Department shall send written notices to persons on the recall list asking each to indicate in which facility, area or region they would be willing to accept re-employment.

D. As vacancies occur in particular facilities, areas or regions the Department shall offer the positions to the most senior person on the recall roster who indicated in writing that he/she would accept employment in that location.

E. Any employee who after having accepted a recall fails to report to work as instructed shall have his/her name removed from the recall list and shall forfeit further recall rights. Persons on the recall list shall have seven (7) working days to respond in writing indicating the office areas where they will accept employment. Failure to do so will result in removal of the person's name from the recall list and forfeiture of further recall rights.

F. Any person who is laid-off from a position in the service of the Commonwealth and who is subsequently hired, recalled or re-employed within two (2) years of his/her lay-off into a Unit 7 position shall be placed at the salary step he/she held prior to layoff.

G. The parties may, by agreement in writing, alter the implementation of this Article to meet the varying needs of the particular Departments/Agencies.

ARTICLE 21

IN-SERVICE EDUCATION

The Employer and the Association agree that In-Service Education is important for employees covered by this Agreement in promoting the ongoing learning experiences necessary for the performance of assigned duties and fostering high quality health care for the consumer.

The Health Care Professional Committee shall participate in the planning and implementation of such programs. However, the Employer shall determine the extent and content of any In-Service Education programs provided for employees.

When an employee is required to attend any such program on off-duty time, the employee will be compensated at his/her regular rate of pay.

ARTICLE 22

SAFETY AND HEALTH

A. The Employer agrees to provide a safe, clean, wholesome surrounding in all places of employment. At least once per week the Employer shall inspect the premises to maintain good housekeeping. The Employer shall inspect lighting, floors, ceilings and walls, stairs, roof, ladders, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric fans, storage spaces, trucks, conveyer belts, containers, packing cases, machines, tools, and any other physical property used in any place of employment.

B. In areas where valves and other control devices may be located, the person in charge shall ascertain that no noxious or poisonous gases are present therein before permitting any employee to enter for any reason. When such gases are present, no employee shall be permitted

to enter the area until the situation is corrected. The use of harnesses or other protective devices must be used where any danger is present.

C. If a tool, machine or piece of equipment is defective, worn out, or dangerous to operate because of its condition, the supervisor shall not permit its use until authorized by his Department head or his designee.

D. Department heads shall at all times be concerned with the safety and health of employees of their respective departments. No employee shall be required to use any tool, machinery or equipment unless said employee is adequately experienced or familiar with the use of such.

E Each department head shall issue instructions to all supervisory personnel to carry out the provisions of this Article.

F. When an employee reports any condition which he/she believes to be injurious to his/her health to the administrative head of a work location, the administrative head shall correct the situation if within his/her authority, or shall report said complaint to his supervisor.

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

H. Rules and regulations issued by the Division of Occupational Safety pertaining to the use of power tools; for the prevention of accidents in window cleaning; for common drinking cups and common towels in factories, workshops, manufacturing, mechanical and mercantile establishments; for safeguarding power press tools; for toilets in industrial establishments; for the prevention of anthrax; to govern compressed air work; to establish safety rules and regulations and machinery standards; relating to safe and sanitary working conditions in foundries and the employment of women in core rooms; relative to benzol, carbon tetrachloride and other substances hazardous to health; for the prevention of accidents in construction operations; pertaining to structural paintings; for the care of employees injured or taken ill in industrial establishments; for safeguarding woodworking machinery; lighting codes for factories, workshops, manufacturing, mechanical and mercantile establishments; and any other rule or regulation adopted by the Division of Occupational Safety intended to govern the prevention of accidents or industrial diseases and not inconsistent with the provisions of this Agreement are all incorporated herein.

I. Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure as set forth in ARTICLE 25 but may not be the subject of arbitration.

ARTICLE 23

EMPLOYEE LIABILITY

The Commonwealth will indemnify employees in accordance with M.G.L. c. 258 for injury, loss of property, personal injury or death.

ARTICLE 24
ARBITRATION OF DISCIPLINARY ACTION

Section 24.1

No employee who has been employed in the Bargaining Unit described in ARTICLE 1 of this Agreement for six (6) consecutive months or more shall be discharged, suspended, or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with the Commonwealth must serve an additional probationary period upon reemployment whether in the same or a different job title.

Section 24.2

In the event that an employee is not given a departmental hearing prior to the imposition of discipline or discharge, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her Agency head within ten (10) working days of the date such action was taken. The grievance shall be treated as a Step II grievance and ARTICLE 25 - GRIEVANCE PROCEDURE shall apply.

Section 24.3

In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to HRD within ten (10) working days of the date such action was taken. The grievance shall be treated as a Step III grievance, and ARTICLE 25 - GRIEVANCE PROCEDURE shall apply.

Section 24.4

Any employee wishing to appeal a disciplinary action taken pursuant to Article 25 of this Agreement, must sign and submit to the Employer, on a form agreeable to the Employer and the Association, a confirmation that the Employee has not appealed said disciplinary action, or the matters underlying said disciplinary action, to any other forum, including the Civil Service Commission. In the event that an Employee does pursue a grievance under these provisions, and subsequently files an appeal of the disciplinary action or the matters underlying the disciplinary action to any other forum, including the Civil Service Commission, but excluding any state or federal forum dealing with discrimination law, the grievance shall be considered withdrawn.

Section 24.5

Should the Association submit a grievance alleging a violation of Section 1 to arbitration pursuant to ARTICLE 25, the arbitration shall be conducted on an expedited basis. An employee and/or the Association shall not have the right to grieve, pursuant to ARTICLES 24 or 25, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown, or withholding of services unless the Association alleges that the employee did not engage in such conduct.

ARTICLE 25

GRIEVANCE PROCEDURE

Section 25.1

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this Collective Bargaining Agreement.

Section 25.2

The grievance procedure shall be as follows:

Step I. An employee and/or the Association shall submit a grievance in writing to the person designated by the Agency head for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The person so designated by the Agency head shall reply in writing by the end of seven (7) calendar days following the date of submission.

Step II. In the event the employee or the Association wishes to appeal an unsatisfactory decision at Step I, the appeal must be presented in writing to the Agency head for such purpose within ten (10) calendar days following the receipt of the Step I decision. The Agency head or his/her designee shall meet with the employee and/or the Association for review of the grievance and shall issue a written reply to the employee and/or the Association by the end of the fourteen (14) calendar days following the day on which the appeal was filed.

Step III. In the event the employee or the Association wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented to HRD within ten (10) calendar days of receipt of the unsatisfactory decision. HRD shall issue a written reply by the end of thirty (30) calendar days following the day on which the appeal was filed or if a conference is held, by the end of twenty one (21) working days following the conference. Every effort will be made to hold such conference within fourteen (14) working days following the filing of the appeal.

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) within thirty (30) calendar days of the receipt of the Step III decision. 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 25.3

The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws Chapter 150C.

Section 25.4

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration

proceeding shall be divided equally between the Association and (HRD). Each party shall bear the cost of preparing and presenting its own case.

Section 25.5

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

Section 25.6

If the Employer exceeds any time limit prescribed at any Step in the grievance procedure, the grievant and/or the Association may assume that the grievance is denied and invoke the next Step of the procedure, except, however, that only the Association may request impartial arbitration under Step IV. However, no deadline shall be binding on the grievant and/or the Association until a required response is given.

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.

Section 25.8

Each Department/Agency head, shall designate a person(s) to whom grievances may be submitted at Step I.

Section 25.9

An Association representative or Unit Chairperson, whichever is appropriate, shall be notified of grievances filed by an employee on his own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure.

Section 25.10

A Committee consisting of three (3) people designated by the Association and three people designated by the Employer 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.

Section 25.11

The Commonwealth shall establish a fund of \$120,000.00 to be used to pay for its share of the costs associated with the mediation and dispute resolution obligations of this Article.

ARTICLE 26 **PERSONNEL RECORDS**

Section 26.1

Each employee shall have the right, upon request, to examine and copy any and all material,

including any and all evaluations, contained in any personnel records concerning such employee. The Association shall have access to an employee's records upon written authorization by the employee involved.

Section 26.2

Whenever any material, including evaluations, is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material.

Section 26.3

The Association or any employee may challenge the accuracy or propriety of a personnel evaluation by filing a written statement of the challenge in the personnel file. An employee may file a grievance based on a personnel evaluation or any material either of which results in a negative action. Upon a determination at any Step of the grievance procedure that such personnel evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statement or statements thereto.

Section 26.4

The Employer and the Association agree that reprimands (warnings) that have been placed into the personnel record of an employee which are more than three (3) years old from the date of the issuance shall, upon written request of the employee, be removed from the personnel record, provided there has been no subsequent discipline imposed.

Section 26.5

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 26A **PERFORMANCE EVALUATION**

Section 26A.1

In accordance with the provisions of Chapter 767 of the Acts and Resolves of 1981, there shall be established a Performance Evaluation System for all employees covered by this Agreement.

Section 26A.2

Said system shall permit variations in format between various Departments and Agencies. There shall be no variation in format within the same Department/Agency for the same job titles. Any format must meet the following criteria (subject to formal promulgation under M.G.L. c. 31, Sections 4 and 6A):

- A. All employee evaluations shall be in writing and shall be included in the employee's

official personnel file. All EPRS evaluations shall be based upon a "Meets" expectations, "Exceeds" expectations, or "Below" expectations standard.

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

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

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

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

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

G. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof. The employee shall have two (2) work days to review the evaluation prior to signing.

H. Following the employee's review and signature, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form. The employee shall have two (2) workdays to review the evaluation prior to signing it.

Section 26A.3

There shall be established within each agency an Association/Management Committee, consisting of not more than four (4) representatives of each party, which shall meet at reasonable times to discuss any problems or issues surrounding the Performance Evaluation System.

Section 26A.4

Any employee who, as a result of an evaluation pursuant to this Agreement, receives an overall rating of "Below" shall have the right to appeal such rating pursuant to Section 8.C of this Article.

Section 26A.5

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

Section 26A.6

The parties agree to establish an Association/Management Committee consisting of four (4) representatives selected by the Association and four (4) representatives selected by HRD. The Committee shall meet bimonthly and shall review and make recommendations concerning the Commonwealth's policies and practices regarding the review and maintenance of Personnel Records. The Committee shall also discuss problems involving the Performance Evaluation System which are unrelated to the Department/Agency Association/Management Committees established above.

Section 26A.7

The parties agree to establish an Association/Management Committee to review and make recommendations to revise the Performance Evaluation Guidelines/Form. Said Committee shall consist of three (3) representatives selected by the Association and three (3) representatives selected by HRD. The Committee shall convene in July, 1998 and shall continue to meet upon request by either party.

Section 26A.8

A. Disciplinary actions impacting on an employee's "ability to perform his/her normal duties" shall be considered for the purpose of a final overall rating on the performance review.

B. Disciplinary actions not impacting on an employee's "ability to perform his/her normal duties" shall not have a greater impact than other areas of the employee evaluation for the purpose of a "Meets" expectations, or "Exceeds" expectations rating.

- C.
1. Any appeal of a final "Below" rating shall be initiated at a Merit Arbitration Panel as designated below.
 2. Said appeal shall be filed within twenty-one (21) days with the Human Resources Division.
 3. Only employees receiving a rating of "Below" shall be able to appeal the rating.
 4. The appeal shall be considered by a Merit Arbitration Panel consisting of one (1) person designated by the Association, one person designated by the Personnel Administrator and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis.
 5. The standard of review to be applied by the panel shall be solely limited to whether or not the final performance rating of "Below" was justified.
 6. The decision of the Merit Arbitration Panel shall be final and binding and any employee having a "Below" rating overturned shall be made whole in as prompt a manner as possible. Any costs associated with this process will be borne equally by the parties.
 7. Supervisors and managers shall not use performance evaluations to threaten or

coerce employees in any manner.

D. There shall be no pre-determined formula or ratio used to establish the number of "Below" ratings given.

E. Job duties and performance criteria shall be observable and measurable to the extent practicable.

- F.
1. Any employee who receives a "Below" evaluation shall be re-evaluated thirty (30) days after the completion of his/her final evaluation. The Department/Agency shall file a remedial plan for an employee receiving a "Below" rating. Each re-review period shall be thirty (30) days in length to a maximum of six (6) months. The employee shall have his/her re-evaluations done each thirty (30) day period until a "Meets" rating is achieved or six (6) months pass, whichever is first.
 2. Employees that may be nearing a "Below" rating shall be counseled by his/her supervisor at least three (3) months in advance of their final stage of the evaluation as to the specific areas that must be improved and what they must do to attain a "Meets or Exceeds" rating.
 3. During the process of the re-review, the employee who continues to receive "Below" ratings shall be able to make a one time appeal of that re-review rating to the Merit Arbitration Board. This appeal must be filed within ten (10) days of the last re-review rating. Any decision in favor of the employee will be from the month of the appeal forward. Such appeal may not be filed if the employee has already filed an appeal at the time of the final unsatisfactory review.

G. Once an employee receives a "Meets" or "Exceeds" expectations evaluation during the re-review process, he/she shall be eligible for the denied step and/or denied salary increases effective from the date of receiving the "Meets" or "Exceeds" rating. An employee's anniversary date for step purposes shall not be retarded upon receiving the "Meets or Exceeds" rating.

H. Any employee who may be adversely impacted by an untimely evaluation shall be made whole upon the completion of the performance review and upon achieving a final rating of "Meets" or "Exceeds".

I. All performance merit ratings shall be based on the current EPRS system as found in this Article and all payment of salary, bonuses and/or step increases shall be based on current language found in Article 12 relating to pay for performance.

J. All financial considerations (i.e., merit increases, step rate increase) shall be based on the employees most recent, final annual evaluation.

K. When work related circumstances occur over which the employee/agency has no control, the employee shall not be prevented from attaining an overall rating of "Meets" or "Exceeds" expectations.

ARTICLE 27
MANAGERIAL RIGHTS/PRODUCTIVITY

Section 27.1

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

Section 27.2

Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and the Association. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Section 27.3

It is acknowledged that, during the negotiations, which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the Association agrees that the Employer shall not be obligated to any additional collective bargaining.

Section 27.4

Any prior agreement covering employees in this bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE 28
STATE-WIDE ASSOCIATION/MANAGEMENT COMMITTEE

Section 28.1

In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a state-wide Association/Management Committee shall be established which shall consist of up to four (4) representatives designated by the Employer and up to four (4) representatives designated by the Association.

Section 28.2

The Committee shall meet at least twice each year. Such meeting shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject.

The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern, including improvement of employer/employee relations and improvement of productivity.

ARTICLE 29

HEALTH CARE PROFESSIONALS COMMITTEE

There shall be established in each facility where members of Bargaining Unit 7 are employed a Health Care Professionals Committee. Said Committee shall consist of an equal number of persons designated by the Employer and the Association. Due to the varying characteristics of the facilities wherein employees covered by this Agreement are employed, the Employer and the Association shall mutually agree on the size of and representation of the disciplines on the Committee.

The primary purpose of the Committee is to discuss ways of improving the safety and quality of patient care at the respective facilities. The Health Care Professionals Committee may recommend measures to improve patient care and the Employer shall consider such recommendations and advise the Committee of action taken or contemplated, if any.

Understanding that Health Care Professionals have an extensive responsibility to patients and should not be expected to ignore this responsibility or the code of ethics of their profession, if the Health Care Professionals Committee determines the existence of conditions which constitute a threat to the health of patients, a meeting shall be arranged with the Director of the facility to request corrective action.

ARTICLE 29A

STAFFING

Section 29A.1

The Employer will exercise its best efforts to ensure safe staffing levels within all disciplines on all shifts within each facility.

Section 29A.2

There shall be established in each facility where members of Bargaining Unit 7 are employed a Staffing Committee. Said Committee shall consist of an equal number of persons designated by the Employer and the Association. Due to the varying characteristics of the facilities wherein employees covered by this Agreement are employed, the Employer and the Association shall mutually agree on the size of and representation of the disciplines on the Committee.

Section 29A.3

The Committee shall meet every month and at such other times as mutually agreed to discuss

matters concerning staffing, including without limitation, making recommendations to the Director of the facility on staffing issues. This Committee shall serve in an advisory capacity and does not have the authority to modify staffing levels or the collective bargaining agreement or to negotiate over terms and conditions of employment.

Section 29A.4

There shall be established a Labor-Management Committee which shall serve as the sole forum for discussion and/or resolution of any disputes regarding the interpretation or application of this Article. Said Committee shall consist of two (2) persons designated by the Association, one (1) person designated by the Employer, and the Personnel Administrator or his/her designee.

ARTICLE 30
CAREER LADDERS COMMITTEE

Section 30.1 General

The Employer and the Association recognize the importance of training programs, the development of career ladders and of equitable promotional opportunities via a career ladder system and seek here to establish a process for the recommendations and implementation of such a program.

Section 30.2 Committee

Toward these ends, the Employer and the Association agree to establish a Statewide Training and Career Ladders Committee consisting of four (4) persons appointed by the Association and four (4) persons appointed by the Personnel Administrator. Such Committee shall function continuously throughout the life of this Agreement.

Section 30.3 Funding

A Effective July 1, 2000, the employer shall establish a Fund in the amount of \$35.00 per full-time equivalent, and twelve (12) months from said date shall add an equivalent amount to the Fund, per full-time employee equivalent on the payroll, to maintain the Statewide Training and Career Ladders Program.

B. The Fund provided herein shall be available for utilization until such time as it is depleted. Said Fund shall be utilized by the Personnel Administrator both for the development of essential skills to adopt to new technologies (such as HR/CMS) and for more generalized skills development.

ARTICLE 30A
CONTROLLED SUBSTANCES TESTING/SCREENING

The parties agree that the critical mission of public health care justifies maintenance of a drug free work environment through the use of a reasonable controlled substance testing/screening

program. Therefore, in order to ensure the integrity of the Commonwealth and to preserve public trust and confidence in a fit, drug-free public health care profession, the Commonwealth and the Association agree to implement a controlled substance testing/screening program and, under appropriate circumstances as set forth throughout this Article, to provide for the rehabilitation of any such employee found to be in violation of this program.

Section 30A1. Purpose of Drug Testing/Screening Program

The Commonwealth's Drug Testing/Screening Program employs four principles as a means to achieve Commonwealth goals of providing maximum public service, a workplace free from the effects of drug use and to ensure the fair treatment of employees.

The first principle is a commitment by the Employer and the Commonwealth to fairness in testing, free from undocumented and unsubstantiated instances of ordering an employee to be tested and free from harassment by any supervisor. Where there is reasonable suspicion that a supervisor has harassed an employee(s) through the ordering of a test(s) said supervisor shall be subject to investigation and possible disciplinary action.

The second principle emphasizes deterrence from the effects of drug use. As such, the Commonwealth will make education and training available for all employees regarding the effects of substance abuse on individuals and on the workplace. Supervisors and managers will receive specialized training in detection, early intervention and enforcement.

The third principle is detection. To this end, the Commonwealth will employ testing based on reasonable suspicion. All testing will be done by a laboratory certified under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace drug testing programs.

The fourth principle is treatment and rehabilitation. The Commonwealth supports rehabilitation for those employees whose job is in jeopardy yet who sincerely desire rehabilitative services. All employees are encouraged to receive help for drug problems through participation in an Employee Assistance Program and/or a recognized, certified Rehabilitation Program.

Employees found to be in violation of any of the provisions contained in this Controlled Substance Testing/Screening Program will be subject to discipline. Employees who refuse to be tested when so ordered or refuse to enter an Employee Assistance Program or Rehabilitation Program/Facility after a positive test shall be subject to dismissal. The Commonwealth does prefer to institute such discipline as a last resort and is committed to the rehabilitation of the employee and his/her successful re-entry into the workplace.

Section 30A.2 Controlled Substance Testing Based on Reasonable Suspicion

A. The reasonable suspicion standard for drug testing is fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used drug, controlled substance or marijuana. Reasonable suspicion may be based upon the following or other, comparable fact based upon a specific objective patterns:

(1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a drug, controlled substance or marijuana.

(2) A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e.: slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).

(3) Arrest, indictment or conviction for a drug related offense or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking.

(4) Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Commonwealth personnel regarding past or present illegal use of drugs.

(5) Repeated or flagrant violations of the Commonwealth's rules and procedures, which are determined by a supervisor, through an affidavit, to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug use.

(6) A documented, written report of drug use, in affidavit form, provided by reliable and credible sources such as other law enforcement agencies.

(7) Any of the above combined with causing an accident with "accident" being defined as an unplanned, unexpected and unintended event which:

(a) occurs on Commonwealth property, on Commonwealth business or during working hours; and

(b) initially appears to have been caused wholly or partially by an employee; and

(c) results in either:

(i) fatality;

(ii) any injury requiring medical treatment; or

(iii) damage to property in excess of \$2,500.00

B. The supervisor making the initial determination of reasonable suspicion shall document, in writing, all circumstances, information and facts leading to and supporting his/her suspicion. The report will include appropriate dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and action(s) taken. Said observations must be made during work time.

C. The supervisor shall consult with a second supervisor of a higher rank and they shall jointly decide whether reasonable suspicion exists and if the employee shall be referred for testing.

D. The Association shall be notified immediately and all such documentation will be made available to the Association, if approved by the employee. The local Chairperson of the Association, or his/her designee shall, as soon as reasonably possible, and where practicable, discuss with the supervisor in determining if reasonable suspicion exists for the employee to be ordered to drug testing. If after such consultation the supervisor believes that reasonable suspicion continues to exist the employee will be tested. However, he/she will be allowed to appeal the decision based on the procedures outlined in Section 5 of this Article. If under appeal, the employee will be required to provide a urine sample, as outlined in Section 2H, but such sample shall not be tested until a final determination is made after the appeal process.

E. An employee's refusal to submit to a test when directed to by a supervisor will constitute insubordination and the employee will be subject to discipline. In addition, an employee will be required to read and sign a consent and release form authorizing the collection and analysis of a specimen and the release of the test results to the Department. Refusal to sign this form will constitute insubordination and the employee will be subject to discipline.

F. In those cases where the supervisor determines that the employee's condition or behavior causes a potential threat of harm to himself or others, the employee will be immediately escorted to the collection facility and where there is no other misconduct resulting in suspension the employee shall be placed on paid administrative leave.

G. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of the supervisor to advise the employee of such decision and to escort the employee to the collection facility. The supervisor shall remain with the employee at the collection site until testing is concluded. If the employee so desires, an Association official may accompany him/her to the collection facility to act as an observer. However, the Association official shall comply and not interfere in any way with the procedures identified in Appendix DT-Article 30A of this Article. Once the collection procedures are over the supervisor shall transport the employee to his/her worksite and arrange for transportation for the employee to be brought home. The supervisor shall also notify the employee that he/she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not substantiated.

H. The employee will be compensated at time and one-half his/her regular rate of pay for each hour or fraction thereof that said accompaniment to the collection facility and collection procedure itself continue past the employee's regular work hours.

I. At the time of the drug test, the employee's urine sample will be divided into two collection bottles ("split sampling"). If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory, licensed by the Massachusetts Department of Public Health to perform forensic/drug testing, upon written application to the

Department Head or his/her designee and within ten days of the notification of a positive result.

J. At the time that the employee provides a urine sample, the employee shall also provide a confidential written statement as to whether he/she is using any prescription drugs. If the test is positive the employee must present evidence of the use of prescription drugs which shall include all written confirmation from the employee's prescribing physician and copies of the prescriptions.

K. If an employee tests negative and/or is successful in an appeal of the grounds for a "reasonable suspicion" test, said urine samples shall be destroyed as well as any confidential written statement of the employee regarding the use of prescription drugs, and no material on such test shall be placed in the employee's personnel file. Any employee testing positive shall have the results and any documentation placed in a filing system consistent with Section 4H of this Article.

L. In the event an employee loses pay during the process of the controlled substance testing and reasonable suspicion is not found or the test is negative, the employee shall be reimbursed for any such loss incurred.

Section 30A.3 Procedures for Drug Testing

A. All urine drug testing/screening will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing as described in Appendix DT-Article 30A, "Procedures for Drug Testing". These procedures call for the use of an Immunoassay Screen (i.e. "EMT") with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology.

B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determinations of the presence of these five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in M.G.L. Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates and benzodiazepines.

C. The order for test submission and the actual testing process and results shall not be implemented for the purpose of substantiating criminal allegations against the subject employee.

Section 30A.4 Consequences of a Positive Test

A. An employee tested under a "reasonable suspicion" drug test and who tests positive for use of drugs as defined in Section 3(B) may be subject to immediate termination. However, any employee testing positive for the first time shall be allowed to enter a recognized certified rehabilitation program, in-state or out-of-state, in lieu of discipline with the full support and encouragement of the Commonwealth.

B. An employee must provide documentation to the Department Head or his/her designee regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Department Head or his/her designee with proof of successful completion of said Rehabilitation program.

C. The employee entering a Rehabilitation Program will sign the Rehabilitation Agreement with the Department (provided in Appendix DT-Article 30A) and abide by its terms and conditions.

D. An employee's seniority will not be interrupted by any in-patient or out-patient participation in a rehabilitation program as provided in this Article.

E. The employee must successfully complete the rehabilitation program before returning to duty except as provided in Section 4F of this Article. Before being re-instated to duty the employee shall meet with the Department Head or his/her designee to discuss the Rehabilitation Program and its completion and to discuss assignment options. Such meeting(s) will be designed to assist the employee's re-entry into the workplace.

F. During any out-patient period of such rehabilitation program, an employee can continue to utilize accrued sick, vacation or other leave credits otherwise available to him/her by the Association-Employer Collective Bargaining Agreement to maintain compensation status. Regular compensation pursuant to the provisions of such Collective Bargaining Agreement shall not be received by an employee participating in an out-patient period of a rehabilitation program; provided, however, that if the Department Head or his/her designee receives from the rehabilitation program written communication advising that active work status is an affirmatively recommended component of the out-patient rehabilitation and that the employee is capable of that status, with full compensation as provided by the Association-Employer Collective Bargaining Agreement, and the Department Head or his/her designee shall determine, upon consultation with the rehabilitation program, the duties to be assigned to the employee and the location of assignment for such employee during the period of the rehabilitation program.

G. 1. An employee may use accrued sick leave, vacation leave and personal leave credits to attend the rehabilitation program. Such time will date from the assignment to administrative leave. An employee who uses all accrued time before completion of their rehabilitation program shall be allowed to borrow against future earned time equal to a maximum of one hundred sixty (160) hours broken down as follows: eighty (80) hours sick leave credits and eighty (80) hours vacation leave credits. Once the employee successfully re-enters the workforce all such borrowed time shall be repaid at the rate of one day per month.

2. The Employer will pay the cost of those items not otherwise covered by the employee's health insurance plan for any rehabilitation program pre-approved by the Department Head or his/her designee.

H. Upon such successful completion of the rehabilitation program, all records and documentation regarding the initial determination of reasonable suspicion and all succeeding events associated with the processing of such determination and with the employee's participation in the rehabilitation program will be retained by the Department Head or his/her designee, with strict standards of confidentiality, in a file separate from the personnel file system; provided, however, that the only person having access to such separate file shall be the Department Head or his/her designee, and further provided that if any material from such separate file is used by the Department Head or his/her designee at any time for any purpose, the Department Head or his/her designee shall advise the involved employee of the full details of such usage. The Department Head or his/her designee shall exercise discretion consistent with the confidential nature of such material in any such usage.

I. Any employee's failure to successfully complete the rehabilitation program, where such failure is not based on his/her failure to attend, cooperate with or participate in the rehabilitation program may result in discipline and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with or participation in the rehabilitation program may result in discipline, up to and including termination.

J. Upon return to duty after successful completion of the drug rehabilitation program, the employee shall be subject to random drug screening tests for a period of twenty four (24) months, during which time any positive test during said twenty four (24) month period, when required by the Department Head or his/her designee, shall be terminated. There shall be no more than six (6) random drug screening tests in the first twelve (12) months, nor more than six (6) random drug screening tests in the second twelve (12) months following the successful completion of the drug rehabilitation program. All drug tests required during said twenty four (24) month period shall be deemed the result of a valid determination of "reasonable suspicion" and shall be exempt from the provisions of Section 2 of this Article.

Section 30A.5 Appeal of Decision to Test Under "Reasonable Suspicion"

A. Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/her submission to a drug test, as discussed in Section 2 of this Article, the employee shall so notify the Department, by filing the Appeal Form (provided in Appendix DT-Article 30A) with his/her superior at the time a specimen is provided by the employee. The laboratory shall be notified simultaneously with delivery of the specimen that the test is subject to protest. The sample shall be held and no testing done until a determination is made after the appeal process.

1. The dispute shall be submitted immediately upon provision of the sample, to a member of a neutral panel of arbitrators, agreed to by the Association and HRD. Such arbitrators shall have experience in cases dealing with reasonable suspicion and drug testing and procedures associated therewith. The panel shall rotate, and neither party shall have the right to select a specific panel member for a specific dispute. The panel shall be renegotiated by the parties every twenty-four (24) months and continue to be listed in alphabetical order. The arbitrator shall preside over a hearing within seven (7) days of his/her selection, and shall issue a “bench determination” at the close of hearing as to whether the Department had “reasonable suspicion” to require the test. The Department shall be confined to substantiation of the reasons articulated pursuant to Section 2B of this Article. The employee and the Department shall be entitled to representation at the hearing. The employee shall have the right to refute any of the reasons so articulated.

2. Should the arbitrator determine that the Department had reasonable suspicion, the laboratory shall be instructed to immediately conduct the test on the employee sample. The results of such test shall be forthwith delivered to the Department Head or his/her designee. The Department Head or his/her designee shall notify the employee in question of the results.

Should the arbitrator determine that the Department was without reasonable suspicion, the employee urine sample and all records associated with the incident shall be destroyed forthwith. The determination of the arbitrator shall be final and binding upon the parties as to whether the Department had reasonable suspicion to require the test.

Section 30A.6 Selection of Laboratory and Medical Review Officer

A. The Appointing Authorities shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs. Prior to advertising the RFP for such services the Department will ask the Association for their comments and suggestions on the RFP.

B. As set forth in the Mandatory Guidelines for Federal Workplace Testing Programs there shall be a Medical Review Officer (MRO) chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee’s medical information.

1. The MRO shall be a licensed physician responsible for receiving laboratory drug testing results and who has a knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test result relative to the employee’s medical history and other biomedical information.

2. The MRO must hold either a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) degree. In terms of substance abuse disorders, the MRO must be knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs.

3. The MRO shall be selected by the Appointing Authority after the advertisement of an RFP for the position. Prior to advertisement the Association shall be given a copy of the RFP and shall provide the Department with comments and suggestions. The MRO shall not be an employee of the Department nor be an employee or agent or have any financial interest in the laboratory for which the MRO is reviewing drug testing results. Additionally, the MRO shall not derive any financial benefit by having an agency use a specific drug testing laboratory or have any agreement with the laboratory that may be construed as a potential conflict of interest. The purpose of this requirement is to prevent any arrangement between a laboratory and an MRO that would prevent the MRO from reporting a problem identified with a laboratory's test results or testing procedures. Similarly, the laboratory is prohibited from entering into any agreement with an MRO that could be construed as a conflict of interest.

ARTICLE 30B

STANDARD OF CONDUCT

Each employee shall conform to the laws, rules and regulations established for his/her profession by the Massachusetts Division of Professional Licensure, the licensing provisions set forth in M.G.L. c. 112, and the Conflict of Interest and Financial Disclosure laws of M.G.L. c. 268A and 268B.

ARTICLE 31

NO STRIKES

Section 31.1

Neither the Association nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slow-down, or withholding of services by employees.

Section 31.2

The Association shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

ARTICLE 32

SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Human Resources Division and may be submitted by the Association to expedited arbitration.

ARTICLE 33

DURATION

This Agreement shall be for the two and one-half year period from July 1, 2005 to December 31, 2007 and the terms contained herein shall be effective on said date unless otherwise specified. Should a successor agreement not be executed by December 31, 2007, 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, 2007. 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.

In addition to the terms in the preceding paragraph, the Commonwealth agrees to commence collective bargaining with the Association upon request during the remainder of the Agreement over the subjects of staffing and mandatory overtime. If the parties are unable to reach agreement after a reasonable attempt to do so, they will participate in mediation over any unresolved issues with a private mediator mutually selected by them. The parties shall equally share the costs of such mediation. It is recognized that numerous factors impact the staffing needs and the potential necessity of mandatory overtime. Accordingly, both parties shall establish facility based staffing/labor management committees to identify local factors and potential solutions to staffing concerns. Such committees shall meet monthly and specific issues warranting statewide remedies may be advanced to the larger deliberations referred to above. The parties agree that the terms of this section are not arbitrable except as may be necessary to enforce their express terms.

ARTICLE 34

APPROPRIATION BY THE GENERAL COURT

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

ARTICLE 35

FUNDING LEGISLATION

The MNA and HRD shall immediately upon the ratification of this Agreement exercise their best efforts to develop, sponsor and support legislation, the terms of which shall be mutually agreeable, to streamline the administrative and legislative procedures for payment of monies owed from contract negotiations, grievance settlements, arbitration awards and other similar events.

Signed this 29th day of December, 2006:

**For the Massachusetts Nurses
Association:**

Julie Pinkham,
Executive Director, MNA

Thomas Breslin
Coordinator-Supervisor, Unit 7

Michael D'Intinosanto
President, Unit 7

**For the Commonwealth of
Massachusetts:**

Mark E. D'Angelo
Director, HRD/Employee Relations

James P. Whelan
Assistant Director, HRD/Employee
Relations

SUPPLEMENTAL AGREEMENT
to the
AGREEMENT
between the
COMMONWEALTH OF MASSACHUSETTS
and the
MASSACHUSETTS NURSES ASSOCIATION
covering
BARGAINING UNIT 7

Whereas, the parties to the above Collective Bargaining Agreement seek to clarify understandings reached during negotiations regarding ARTICLE I, "RECOGNITION," of that Agreement; and

Whereas, the parties have a disagreement as to whether or not certain employees of the Commonwealth are managerial and/or confidential employees; and

Whereas, the parties seek to clarify the definition of an intermittent employee, it is agreed as follows:

- A. Those employees considered by the employer to be managerial or confidential but whose status has not yet been resolved shall not be covered by the above referred to Agreement. In the event any such employee is determined by litigation during the term of that Agreement to be neither a managerial nor a confidential employee, he/she shall be covered by the terms of that Agreement commencing from the date of such determination except for salary which shall be provided retroactively in accordance with the terms of that Agreement.
- B. An intermittent employee is defined as an employee who is neither a full-time nor a regular part-time employee and whose position has been designated as an intermittent position by his/her Appointing Authority in accordance with existing written procedures of the Personnel Administrator or those procedures as hereafter amended.

For the Massachusetts Nurses Association:

Julie Pinkham, Director
Labor Relations Program-MNA

Ronald Champoux
President-Unit 7

Alan J. McDonald
Counsel and Chief Negotiator

For the Commonwealth of Massachusetts:

James J. Hartnett, Jr.
Personnel Administrator

SUPPLEMENTAL AGREEMENT
to the
AGREEMENT
between the
COMMONWEALTH OF MASSACHUSETTS
and the
MASSACHUSETTS NURSES ASSOCIATION
covering
BARGAINING UNIT 7

Whereas, the parties to the above Collective Bargaining Agreement agree to include the payment of existing area differentials to some employees in Bargaining Unit 7 employed at the Lemuel Shattuck Hospital and the Soldiers' Home in Massachusetts (Chelsea), it is hereby understood as follows:

A. Full-time employees in the following titles or in successor titles under the reclassification plan at the Lemuel Shattuck Hospital and the Soldiers' Home in Massachusetts (Chelsea) will receive an area differential of \$9.50 per week:

21-707	Chief Hemodialysis Nurse
21-745	Assistant Director of Nurses
19-767	Hemodialysis Nurse
19-730	Chief Hospital Supervisor, Graduate Nurse
19-830	Nursing Instructor
17-758	Hospital Supervisor, Graduate Nurse
14-770	School Resident Nurse

B. Full-time employees in the following titles or in successor titles under the reclassification plan at the Lemuel Shattuck Hospital will receive an area differential of \$9.50 per week:

15-752	Head Nurse
14-771	Staff Nurse
13-P22	Graduate Nurse

C. Full-time employees in the following titles or in successor titles under the reclassification plan at the Soldiers' Home in Massachusetts (Chelsea) will receive the following area differentials:

15-752	Head Nurse	-	\$12.50
14-771	Staff Nurse	-	\$15.50

D. The above weekly area differentials shall be paid in addition to regular salary and irrespective of the tour of duty for eligible employees when their entire workweek is spent at either of the above named institutions.

E. A regular part-time employee in a title listed above who is employed at either of the above named institutions shall receive an area differential that is proportionally less than the area differential for a regular full-time employee. The area differential for a regular part-time employee shall be calculated by multiplying the percent that the regular hours of the part-time employee is of the regular hours of a regular full-time employee in the same title times the area differential for a regular full-time employee in the same title.

F. For the purpose of computing overtime pay of employees covered by this Article, the procedure to be followed shall be:

- Step 1: Compute salary due the employee as if all hours worked were at the straight time rate;
- Step 2: Add the appropriate area differential to the amount specified in Step 1;
- Step 3: Divide this sum by the total number of hours worked in that week;
- Step 4: Divide this quotient by two. The rate arrived at in Step 4 will apply only to overtime service and the total compensation due the employee is determined by multiplying the number of overtime hours by the rate. The product when added to the amount shown after Step 2 above equals the total compensation due for the week.

A regular full-time employee, who pursuant to the Sections of this Supplemental Agreement, is eligible for an area differential but who works less than a normal workweek or less than a normal workday shall receive an area differential in a reduced amount which shall be proportionate to the number of hours actually worked during his/her normal workweek. All increases provided hereunder shall be effective on September 30, 1984.

AGREEMENT REACHED _____

**For the Massachusetts Nurses
Association:**

Julie Pinkham, Director
Labor Relations Program-MNA

**For the Commonwealth of
Massachusetts:**

James J. Hartnett, Jr.
Personnel Administrator

Ronald Champoux
President-Unit 7

Alan J. McDonald
Counsel and Chief Negotiator

SUPPLEMENTAL AGREEMENT
to the
AGREEMENT
between the
COMMONWEALTH OF MASSACHUSETTS
and the
MASSACHUSETTS NURSES ASSOCIATION
covering
BARGAINING UNIT 7

Whereas, the parties have agreed therein to exclude from the definition of “employee” all persons paid through a non- “AA” subsidiary account; and

Whereas, the parties are desirous of establishing a procedure for determining the rate of salary and certain other benefits for such persons who may become regular state employees (AA) in Bargaining Unit 7, the parties therefore agree as follows:

A. That those persons who, prior to appointment to a state position as a regular employee (AA), had rendered service under the direct control of the Commonwealth under the same or similar conditions of employment as AA employees and who had been paid out of the non-AA subsidiary accounts shall, upon becoming an employee, be entitled to have the time worked under said account considered subject to existing rules only for the following purposes:

1. for placement on the step system up to and including step 7, subject to management discretion, under Article 12 of the Collective Bargaining Agreement;
2. for determining “continuous service” solely as it relates to “vacation status” under Article 9;
3. for determining the seniority of said person(s) of Article 14 and 20.

B. Nothing herein shall be construed as authorizing or approving retroactive wages or other benefits prior to the date such persons are appointed to official state positions (AA) as employees in Bargaining Unit 7.

C. It is agreed that employees wishing to have such service counted shall submit a request on a form supplied by the Employer for that purpose and that subject to verification, adjustment shall be made to salary and benefits.

D. It is further agreed that all pending grievances and litigation shall be disposed of in accordance with the terms of this Agreement with appropriate relief to the affected employees retroactive to the date of said person’s appointment to an official state position or 21 days prior to the filing of the grievance, whichever is later.

AGREEMENT REACHED _____

**For the Massachusetts Nurses
Association:**

**For the Commonwealth of
Massachusetts:**

Julie Pinkham, Director
Labor Relations Program-MNA

James J. Hartnett, Jr.
Personnel Administrator

Ronald Champoux
President-Unit 7

Alan J. McDonald
Counsel and Chief Negotiator

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS NURSES ASSOCIATION**

Clarifying Article 19 - Classification and Reclassification

The Association and the Commonwealth agree and understand that the Essential Functions Study of Classification titles and specifications in the Commonwealth is critical to the Commonwealth's compliance with the Americans with Disabilities Act. The parties further agree and understand that the results of said study will be a unique resource in defining an appropriate and workable classification system statewide where the duplication of primary and essential functions will be minimized. As such, the parties agree and understand that the results of said study will likely recommend and necessitate alterations in the classification structure of Bargaining Unit 7, including the expansion of some career ladders, the constriction of others, the creation of some new job titles and the elimination of others as well as commensurate adjustments in job grade and/or salary structure.

Whereas, there shall be convened a Unit 7 Classification Planning Group comprised of five (5) members from the Commonwealth, appointed by the Human Resources Division, and five (5) members of the Association, appointed by the MNA. Said group shall meet no less than bi-weekly commencing no later than two weeks after the HRD has completed its Essential Functions Study for job titles in Unit 7. The Group shall have access to all SME questionnaires and any other resources utilized in the study. Said Planning Group shall forward a report mutually agreeable to the Commonwealth and the Association Members of the Planning Group to the Personnel Administrator as soon as completed but no later than 120 days after completion of the Essential Functions Study for titles in Bargaining Unit 7. Said report shall recommend the classification system for Bargaining Unit 7 which, if accepted and implemented by the Personnel Administrator shall replace the system which currently exists in Article 19 of the Agreement between the MNA and the Commonwealth. The Personnel Administrator may reject any or all of the report from the Group and may implement changes in the classification system, which are warranted by the Essential Functions Study. The Personnel Administrator, in implementing any changes not recommended by the Group, shall retain the inherent characteristics of the Unit 7 career ladder system within each job series, as discussed and understood by the parties in developing this Agreement. For example, should the study warrant the constriction of a six level series to a five level series, due to the similarities of essential duties and responsibilities inherent in titles within the series, such a change would not be deemed to destroy the inherent characteristics of the Unit 7 career ladder system. Conversely, the constriction of a two level series would be so deemed and thus precluded. Notwithstanding the above, the parties agree that the constriction of any job series by merging a lower grade title into a higher-grade title is not deemed to be destructive of the inherent characteristics of the career ladder system.

The parties agree and understand that any consequent reclassifications implemented by the Personnel Administrator shall obligate the Commonwealth to negotiate over any changes in wage rates.

The parties agree that no incumbent shall suffer economic harm in the reclassification process, and understand that any reclassification of a position title in Unit 7 which results in a reduction in job group shall result in the "grandfathering" of the incumbent (i.e., the incumbent's title shall be moved to the lower job group, but the incumbent shall be paid at the rate of the higher job group with all salary increases calculated on and added to the salary of the higher job group). The parties agree that the issue of the discontinuation of the grandfathering of said incumbents may be the subject of negotiations for a successor Collective Bargaining Agreement.

AGREEMENT REACHED _____

**For the Massachusetts Nurses
Association:**

**For the Commonwealth of
Massachusetts:**

Julie Pinkham, Director
Labor Relations Program-MNA

James J. Hartnett, Jr.
Personnel Administrator

Ronald Champoux
President-Unit 7

Alan J. McDonald
Counsel and Chief Negotiator

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS NURSES ASSOCIATION**

Clarifying the Calculation of Overtime Compensation for Part-Time Employees

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division and the Massachusetts Nurses Association (MNA). This Memorandum reflects a clarification of Article 7, Section 2 of the Commonwealth/MNA Agreement concerning payment of overtime for employees who are regularly scheduled to work fewer than forty (40) hours per week.

- A. An employee whose regular workweek is less than forty (40) hours shall be:
1. compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular workweek and,
 2. compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of forty (40) hours in a workweek.
- B. Except as outlined in Article 7, Section 2, paragraph D of the Agreement, paid sick leave shall not be considered time worked for the purpose of calculating any overtime compensation.
- C. An employee whose regular workweek is less than forty (40) hours shall be compensated at the rate of time and one half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8) hours in his/her regular workday except that:
1. an employee whose regular workday is more than eight (8) hours shall be compensated at the rate of time and one half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday and,
 2. as outlined in Article 7, Section 2, paragraph D of the Agreement any paid sick leave used during that payroll period shall be excluded from such overtime calculations.

AGREEMENT REACHED _____

**For the Massachusetts Nurses
Association:**

Julie Pinkham, Director
Labor Relations Program-MNA

Ronald Champoux
President-Unit 7

**For the Commonwealth of
Massachusetts:**

James J. Hartnett, Jr.
Personnel Administrator

Alan J. McDonald
Counsel and Chief Negotiator

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS NURSES ASSOCIATION**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division and the Massachusetts Nurses Association. This Memorandum reflects a clarification of Article 7, Section 2 of the Commonwealth/MNA Agreement concerning payment of overtime for Unit 7 employees at the Department of Public Health/Shattuck Hospital, or other Health and Human Services Agencies who work in operating rooms and are required to carry a beeper.

A. Any aforementioned bargaining unit 7 employee who is assigned by their Appointing Authority to carry a beeper shall be exempt from the provisions of Article 7, Section 2, sub-Section D.

B. If and when an Appointing Authority rescinds the beeper assignment to any aforementioned bargaining unit 7 employee, such employee will not be exempted from the provisions of Article 7, Section 2, sub-Section D effective the date of the rescission.

AGREEMENT REACHED _____

**For the Massachusetts Nurses
Association:**

**For the Commonwealth of
Massachusetts:**

Julie Pinkham, Director
Labor Relations Program-MNA

James J. Hartnett, Jr.
Personnel Administrator

Ronald Champoux
President-Unit 7

Alan J. McDonald
Counsel and Chief Negotiator

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
AND
THE MASSACHUSETTS NURSES ASSOCIATION**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division, and the Massachusetts Nurses Association. This Memorandum reflects a clarification of Article 20, Layoff/Recall as it pertains only to Unit 7 employees within the Department of Public Health.

1. **DEFINITIONS**

As used in this Agreement, the words below shall have the following meanings:

Seniority - Seniority in the Department/Agency shall mean the total of all service rendered by an employee from the last date of entry into a Unit 7 position or positions within the Department/Agency. Breaks in service for approved educational, maternity, military, industrial accident, and any other paid leave shall be included in total seniority. Any period of lay-off from which an employee has been recalled within two (2) years shall be included in the calculation of seniority.

Employee - shall mean the same as in Article 1, Section 2 of the Commonwealth/MNA Collective Bargaining Agreement. It is understood that an employee will fall either into a tenured employee status whereby his/her layoff is governed by Chapter 30 or 31 of the General Laws or the Collective Bargaining Agreement, whichever provides the greater rights, or non-tenured employee status whereby his/her layoff is governed by the Collective Bargaining Agreement only. Persons holding temporary civil service appointments are employees for purposes of determining the order of layoff or recall within the class of other temporary employees with respect to the same title.

Appointing Authority - any person, Board or Commission with the power to appoint, employ, or discharge personnel in or from a position in a region, institution, or central office facility.

Qualified - shall mean the ability to meet objective standards of the position established by the Commonwealth.

Department/Agency - shall mean the broadest or highest organizational division in the Commonwealth's bureaucratic structure within a secretariat, e.g., Department of Public Health, Department of Mental Health, Chelsea Soldiers Home.

2. **NOTICE TO ASSOCIATION**

In the event the Commonwealth becomes aware of an impending reduction in the workforce, it will notify the MNA at least twenty (20) calendar days prior to the reduction.

Within five (5) days of notification of the impending reduction in the workforce, the Commonwealth shall meet with the MNA to discuss the reduction on the affected employees, including but not limited to the availability of similar positions within the same Department/Agency or other Departments/Agencies within state service and including the availability of any training programs which may be applicable to the employees.

3. NOTICE TO EMPLOYEES

Prior to notifying employees that their positions have been eliminated the Commonwealth will first solicit volunteers for layoff within the Department/Agency. Next, the Commonwealth will seek to terminate all services provided by 03 account consultants providing the same or similar services as the functions to be eliminated. Such services shall be terminated as soon as legally permitted or as allowed by the consultant contract. The parties agree to convene the Committee provided under Article 15 within five (5) days for the purposes of studying and assessing the scope, nature and impact of services provided by 07 vendors providing the same or similar services as the function to be eliminated. The findings of the Committee shall be reported to the Secretary of Human Services and the Secretary of Administration and Finance within thirty (30) days. It is understood, however, the authority of the Secretary of Administration and Finance to promulgate rules and regulations for contracting out services pursuant to Chapter 29, Section 29A shall not be diminished. The parties recognize that the use of employees who work less than half time is necessary from time to time but not intended to constitute replacement of employees who work at least half time. Therefore, to the extent practicable, the Commonwealth will first attempt to staff its operations by employees covered by the Agreement. If, after taking these steps, there still are positions which must be eliminated, then employees whose positions in the affected title are being eliminated will be notified in writing, at least thirty (30) calendar days in advance of the effective date, that their positions will be eliminated and that they have the following options:

- A. Accept layoff;
- B. Bump into the position of any employee less senior in the same job title in Unit 7 in the employee's Department/Agency for which they are qualified;
- C. Bump into the position of any employee less senior in a title in a lower job grade in Unit 7 in the employee's Department/Agency for which they are qualified;
- D. Choose to fill a funded, fillable position in the same title in the employee's Department/Agency, based on seniority, which is still vacant after posting pursuant to Article 14; or
- E. Choose to fill a funded, fillable position for which they are qualified in a title in the same or a lower job grade in Unit 7 in the employee's Department/Agency, based on seniority, which is still vacant after posting pursuant to Article 14.

Employees shall advise their Appointing Authority within five (5) calendar days of receipt of notice which option they wish to exercise.

If an employee is bumped by a more senior employee, that employee shall have the same rights as an employee whose position is eliminated, except that the third employee choosing to exercise the option to bump within the same title, per transaction, shall be limited to bumping either the least senior full-time employee or least senior part-time employee in the title in the employee's Appointing Authority. The bumping employee must be willing to work the hours of the bumped employee. The third employee bumped in a title per transaction may choose to exercise options A, C, D, or E above. A transition is defined as the displacement of an employee by an employee with more seniority.

Both the Commonwealth and the MNA recognize the impact that layoffs have on clients services by Unit 7 professionals. Accordingly the Commonwealth will give the employees and

the MNA as much notice as practicable over and above the aforementioned minimums whenever a reduction in force is impending.

4. TRANSFERS BETWEEN DEPARTMENTS/AGENCIES

Any employee who is to be laid-off/bumped/transferred may file a request for transfer to any Agency in state service. Upon approval of that Agency, such employee may be appointed to any vacancy in the Bargaining Unit in the same grade and title or any similar title for which he/she might meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid -off or bumped. In the event one or more such employees are seeking the same position, state seniority shall be the determining factor, defined as all service rendered by an employee from the last date of entry into a Unit 7 position or positions with the Commonwealth.

5. RECALL

Article 20, Section 1 is modified to read as follows:

B. The Department/Agency shall maintain a recall roster from which bumped and laid -off employees and employees whose positions have been eliminated will be recalled to the job title from which they were bumped or laid-off or which was eliminated, or to titles in the same or lower job grade in Unit 7, in accordance with their seniority and in accordance with their qualifications to perform the work.

C. A bumped or laid-off employee or an employee whose position has been eliminated will remain on the recall roster for two years, except an employee who is offered recall in accordance with Paragraphs B and F of this Section, and who refuses such offer or does not respond within five (5) calendar days shall be removed from the recall list for that job title only.

F. As vacancies occur in particular office areas, the Department shall offer the positions to the most senior person on the recall roster who indicated in writing that he/she would accept employment in that location.

G. Any employee who after having accepted a recall fails to report to work as instructed shall have his/her name removed from the recall list and shall forfeit further recall rights.

H. Any person who is laid-off from a position in the service of the Commonwealth and who is subsequently hired, recalled, or reemployed within two (2) years of his/her layoff, into a Unit 7 position shall be placed a the salary step he/she held prior to layoff.

6. Except as modified by the provisions of this Memorandum of Agreement, all other provisions of Article 20 shall remain in full force and effect.

AGREEMENT REACHED _____

**For the Massachusetts Nurses
Association:**

Julie Pinkham, Director
Labor Relations Program-MNA

Ronald Champoux
President-Unit 7

Alan J. McDonald
Counsel and Chief Negotiator

**For the Commonwealth of
Massachusetts:**

James J. Hartnett, Jr.
Personnel Administrator

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS NURSES ASSOCIATION**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division, and the Massachusetts Nurses Association. This Memorandum provides for employees covered by the terms and conditions of the Agreement to have their salaries directly transferred electronically. Whereas the Association has expressed concern that not all members would be able to avail themselves of the electronic transfer because of severe hardship, the Parties agree as follows:

- A. The Commonwealth and the Association agree that all employees will have their net salary checks electronically forwarded to an account or accounts selected by the employee.
- B. In the extraordinary event that the Association alleges that an employee cannot comply with the Collective Bargaining Agreement relative to the electronic transfer due to severe hardship such as inability to access a bank or financial institution during off hours or, there is no ATM available within a reasonable geographic distance from an employee's worksite or home, the Association shall petition the Human Resources Division for a Direct Deposit Special Exemption.
- C. The Human Resources Division, in concert with the Office of the State Comptroller, shall review the request for the Direct Deposit Special Exemption filed by the Association and will notify the Association of its finding.
- D. The Parties agree that no other appeal may be commenced by the employee or the Association relative to the Direct Deposit Special Exemption and further, that this Memorandum is not grievable and is inarbitrable.

AGREEMENT REACHED _____

**For the Massachusetts Nurses
Association:**

**For the Commonwealth of
Massachusetts:**

Julie Pinkham, Director
Labor Relations Program-MNA

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Personnel Administrator

Ronald Champoux
President-Unit 7

Alan J. McDonald
Counsel and Chief Negotiator

APPENDIX DT-ARTICLE 30A

DEFINITIONS

A. Accident – an unplanned, unexpected and unintended event which:

- a) Occurs on Department property, on Department business, or during working hours; and
- b) initially appears to have been caused wholly or partially by an employee; and
- c) results in either:
 - i) fatality;
 - ii) any injury requiring medical treatment; or
 - iii) damage to property in excess of \$2,500.00.

An unplanned, unexpected and unintended discharge of a firearm is also an “accident”.

B. Aliquot – a portion of the urine specimen used for testing.

C. Chain of Custody – procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. With respect to drug testing, these procedures shall require that an appropriate drug testing custody form be used from time of collection to time of receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account(s) for the sample or sample aliquots within the laboratory.

D. Collection Container – a container into which the employee urinates to provide the urine sample used for a drug test.

E. Collection Site – a place designated by the employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

F. Collection Site Person – a person who instructs and assists individuals at collection site and who receives and makes a screening examination of the urine specimen provided by those individuals.

G. Controlled Substance – any drug as defined by Section 802(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of which is unlawful under Chapter 13 of that title, or any drug included within the definition of “controlled substance” in Chapter 94C of the Massachusetts General Laws (e.g.: cocaine, marijuana, valium, morphine, anabolic steroids, etc.). The term does not include the use of prescribed drugs which have been legally obtained and are being used for the purpose for which they were prescribed.

- H. DHHS – the United States Department of Health and Human Services.
- I. DOT – the United States Department of Transportation administering regulations related to drug testing.
- J. Drug Paraphernalia – any item which is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a controlled substance and which is not authorized or intended for use in the course of legitimate law enforcement activities.
- K. Illegally-Used Drug – any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes, and all designer drugs not listed in the Controlled Substances Act (e.g.: MA, fentanyl, etc.).
- L. NIDA – the National Institute of Drug Abuse.
- M. Medical Review Officer (MRO) – a licensed physician responsible for receiving laboratory drug testing results who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test result relative to the employee’s medical history and other relevant biomedical information.
- N. Shipping Container – a container capable of being secured with a tamper-evident seal that is used for transfer of one or more urine specimen bottle(s) and associated documentation from the collection site to the laboratory.
- O. Specimen Bottle – the bottle that, after being labeled and sealed according to the procedures in this appendix, is used to transmit a urine sample to the laboratory.

PROCEDURES FOR DRUG TESTING

All drug tests administered pursuant to Article 30A will be conducted in strict accordance with the following procedures:

1. Laboratory Qualifications: Each Department/agency (the Department) will retain a certified laboratory under the United States Department of Health and Human Services Mandatory Guidelines (DHHS) for federal workplace drug testing programs. The use of a certified laboratory ensures that the highest standards of forensic toxicology are being met.
2. Controlled Substances: The following drugs will be tested for:
 - a) Marijuana
 - b) Cocaine
 - c) Opiates
 - d. Amphetamine
 - e. Phencyclidine

- f. Others as deemed appropriate and in accordance with M.G.L. c. 94C.
3. Security and Chain of Custody: The selected laboratory will maintain strict security at its laboratory facilities and will strictly adhere to the chain of custody procedures mandated by the United States Department of Transportation (DOT) and the DHHS. This will include:
- a. Use of a standard drug testing custody and control form;
 - b. Use of a clean, single-use specimen bottle that is securely wrapped until filled with the specimen, or use of a clean, single-use collection container that is securely wrapped until utilized;
 - c. Use of a tamper-proof sealing system designed to ensure against undetected opening and the use of a specimen bottle with a unique identifying number which is identical to the number appearing on the custody and control form;
 - d. Use of a shipping container in which the specimen and related paperwork may be transferred and which can be sealed and initialed to prevent undetected tampering.
 - e. Written procedures, instructions and training to ensure the integrity of the process shall be provided to collection personnel.
4. Specimen Collection Procedures:
- a. All specimens will be collected at designated collection sites which have necessary personnel certified by the laboratory in accordance with National Institute of Drug Abuse standards. In addition, materials, equipment and supervision to provide for specimen collection, security, temporary storage facilities, and shipping or transportation to the laboratory will also comply with NIDA standards.
 - b. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe a person may alter or substitute the specimen to be provided. The following are the exclusive grounds constituting reason to believe an individual may have altered or substituted a specimen:
 - 1. The employee presents a specimen which falls outside normal temperature range (32.5-37.7 degrees Celsius/90.5-99.8 degrees Fahrenheit); and
 - a. The person refuses to provide a measurement of oral body temperature; or
 - b. Oral body temperature varies by more than 1 degree Celsius/1.8 degrees Fahrenheit from the temperature of the specimen.
 - 2. The last urine specimen provided by the employee was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L;
 - 3. The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g.: substitute urine in plain view, blue dye in the specimen presented, etc.); or
 - 4. The employee has previously been determined to have used a controlled substance

without medical authorization and the test was being conducted under Department procedures providing for follow-up testing or after return to service.

In any case where a determination is made by a collection site person to observe a specimen collection, a higher-level supervisor of the collection site person, or the supervisor, shall review and concur in such decision in advance. All direct observation shall be conducted by a person of the same gender as the person providing the specimen. In any case where collection is monitored¹ by non-medical personnel, the person shall be the same gender as the person providing the specimen.

- c. The following procedures shall be used to ensure the integrity and identity of the specimen:
 1. Toilet bluing agents will be placed in the toilet tanks whenever possible so the reservoir remains blue. Where practical, there shall be no other source of water in the enclosure where urination occurs. If there is another source of water, it shall be effectively secured or monitored so as to ensure it is not used as a source for diluting the specimen.
 2. Upon arriving at the collection site, the employee to be tested shall present the collection site person with proper identification to ensure that he/she is positively identified as the person selected for testing (e.g.: by presenting a driver's license or other photo identification). If the employee's identity cannot be established, the supervisor will establish the employee's identification. If requested by the employee, the collection site person shall show his or her identification to the employee.
 3. Prior to providing a sample, the employee will also be required to read and sign a consent and release form authorizing the collection for the specimen, analysis of the specimen for designated controlled substances and release of the test results to the Department Head or his/her designee or his/her designee (hereinafter referred to as the "the Department Head or his/her designee").
 4. If the employee scheduled to be randomly tested fails to arrive at the collection site at the assigned time, the collection site person shall contact the Department Head or his/her designee to obtain guidance on the action to be taken.
 5. The employee to be tested will be required to remove any unnecessary outer garments (e.g.: coat or jacket) that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. The collection site person shall ensure that all personal belongings such as purses or briefcases remain with the outer garments. The employee may retain his or her wallet. If requested, the

¹ A collection site person "monitors" a collection for this purpose only if he or she is in close proximity to the Employee as the Employee provides the sample, such that the collection site person can hear the Employee's actions.

collection site person shall provide the employee with a receipt for any personal belongings.

6. The employee shall be instructed to wash and dry his/her hands prior to urination.
7. After washing his/her hands, the employee shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
8. The employee may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The collection person shall provide the employee with a specimen bottle or collection container, as applicable.
9. The collection site person shall note any unusual behavior or appearance of the employee which may indicate the sample may have been tampered with on the urine custody and control form.
10. Upon receiving the specimen from the employee, the collection site person shall determine if it contains at least 60 milliliters of urine. If the employee is unable to provide 60 milliliters of urine, the collection site person shall direct the employee to drink fluids and, after a reasonable time, again attempt to provide a complete sample using a fresh specimen bottle or a fresh collection container. The original specimen shall be discarded. If the employee is still unable to provide a complete specimen, the following rules apply:
 - (a) In the case of a reasonable suspicion test, the employee shall remain at the collection site and continue to consume reasonable quantities of fluids until the specimen has been provided or until the expiration of a period up to eight (8) hours from the beginning of the collection procedure.
 - (b) If the employee cannot provide a complete sample within the up to eight (8) hour period or at the subsequent collection, as applicable, then the Medical Review Officer (MRO) shall refer the employee for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide a specimen is genuine or constitutes a refusal to provide a specimen². The medical evaluator shall report his or her findings to the MRO. Upon completion of the examination, the MRO shall report his/her conclusions to the Department Head or his/her designee in writing.
11. Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the

² Such a referral is not necessary in pre-employment testing where the Department does not wish to hire the person.

specimen. The time from urination to temperature measure is critical and in no case shall exceed for (4) minutes.

12. A specimen temperature outside the range of 32.5-37.7 degrees Celsius/90.5-99.8 degrees Fahrenheit constitutes a reason to believe that the employee has altered or substituted the specimen in accordance with paragraph 4(b)(1) above. This may be cause for the employee to be required to provide another specimen under direct observation. In such cases, the employee supplying the specimen may volunteer to have his or her oral temperature taken to provide evidence to counter the reason to believe the employee may have altered or substituted the specimen.
13. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the custody and control form.
14. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
15. Whenever there is reason to believe that a particular employee has altered or substituted the specimen as provided in paragraph 4(b)(1) or (3) above, a second specimen shall be obtained as soon as possible under the direct observation of a collection site person or the same gender.
16. To the maximum extent possible, the collection site personnel shall keep the employee and the employee's specimen bottle within sight both before and after the employee has urinated. After the specimen is collected it shall be divided into two collection bottles and it shall be properly sealed (by placement of a tamperproof seal over the bottle cap and down the sides of the bottle) and labeled in the presence of the employee. If the specimen is transferred to a second bottle, the collection site person shall request the employee to observe the transfer of the specimen and the placement of the tamperproof seal over the bottle cap and down the sides of the bottle.
17. The collection site person, in the presence of the employee shall place securely on the bottle an identification label which contains the date, the employee's specimen number and any other identifying information provided or required by the Department. If separate from the label, the tamperproof seal shall also be applied.
18. The employee shall, in the presence of the collection site person, initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him/her.
19. The collection site person shall, in the presence of the employee, enter on the drug testing Custody and Control Form all information identifying the specimen. The collection site person shall sign the form certifying that the collection was accomplished according to the procedures described herein.

20. The employee shall be asked to read and sign a statement on the drug testing Custody and Control Form certifying that the specimen identified as having been collected from him or her is in fact the specimen he or she provided. He or she will also have the opportunity to set forth on the form information concerning medications taken or administered in the past thirty (30) days.
21. The collection site person shall complete the chain of custody portion of the drug testing Custody and Control Form to indicate receipt of the specimen from the employee and shall certify proper completion of the collection process. If the specimen is not immediately prepared for shipment, the collection person shall ensure that it is appropriately safeguarded during temporary storage.
22. While any part of the above chain of custody procedures is being performed, the urine specimen and custody documents must remain under the control of the involved collection site person.
23. The collection site person shall not leave the collection site in the interval between presentation of the specimen by the employee and securing of the sample with an identifying label bearing the employee's specimen identification number and seal initialed by the employee. If it becomes necessary for the collection person to leave during this interval, the collection shall be nullified and (at the election of the Department Head or his/her designee) a new collection begun.
24. Collection site personnel shall arrange to ship the collected specimen to the drug testing laboratory. The specimens shall be placed in shipping containers designated to minimize the possibility of damage during shipment (e.g.: specimen boxes and/or padded mailers) and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date the specimens were sealed in the shipping containers for shipment. The collection site person shall ensure that the chain of custody documentation is attached or enclosed in each container sealed for shipment to the drug testing laboratory.
25. If the employee refuses to cooperate with the collection process, the collection site person shall inform the Department Head or his/her designee and shall document the non-cooperation on the drug testing Custody and Control Form.
26. If the sample being collected from an employee in need of medical attention (e.g.: as part of a post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed in order to collect the specimen.
27. A chain of custody form (and a laboratory internal chain of custody document, where applicable) shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on the form each time a specimen is handled or

transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

5. Laboratory Procedures:

- a. Drug testing laboratories shall be secured at all times and shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle the specimens or gain access to the laboratory process or have access to where records are stored.
- b. Laboratories shall use chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results during storage, and continuing until final disposition of specimens. The date and purpose shall be documented on an appropriate Chain of Custody Form each time a specimen is handled or transferred and every individual in the chain shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete Chain of Custody Forms for those specimens or aliquots as they are received.
- c.
 - (1) When a shipment of specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on specimen bottles within each package to the information on the accompanying Chain of Custody Forms. Any direct evidence of tampering or discrepancies in the information on specimen bottles and the Department's Chain of Custody Forms attached to the shipment shall be immediately reported to the Department Head or his/her designee and shall be noted on the laboratory's Chain of Custody Form which shall accompany the specimens while they are in the laboratory's possession.
 - (2) Specimen bottles generally shall be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's Chain of Custody Forms shall be used by laboratory personnel for conducting initial and confirmatory tests.
- d. Specimens that do not receive an initial test within seven (7) days of arrival at the laboratory shall be placed in secure refrigeration units. Temperatures shall not exceed six (6) degrees Celsius. Emergency power equipment shall be available in case of prolonged power failure.
- e. Laboratory facilities for urine drug testing will normally process specimens by grouping them into batches. When conducting either initial or confirmatory tests, every batch shall contain an appropriate number of standards for calibrating the instrumentation and a minimum of ten percent (10%) controls. Both quality control and blind performance test samples shall appear as ordinary samples to laboratory analysts.
- f.
 - (1) The initial test shall use an immunoassay which meets the requirements of the

Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Initial Test Cutoff Levels	
<u>(ng/ml)³</u>	
Marijuana metabolites	100
Cocaine metabolites	300
Opiates metabolites	300 ⁴
Phencyclidine	25
Amphetamines	1000

(2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations. For drugs not listed in (f)(1) above, cutoff levels to be used shall, when available, be those then specified by the DHHS.

- g. (1) All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be quantitative analysis.

Confirmatory test cutoff levels		
<u>(ng/ml)</u>		
Marijuana metabolite ⁵		15
Cocaine metabolite ⁶		150
Opiates	Morphine	300
	Codeine	300
Phencyclidine		25
Amphetamines	Amphetamine	500
Methamphetamines		500

(2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations. For drugs not listed in (g)(1) above, cutoff levels to be used shall, when available, be those then specified by the DHHS.

- h. (1) The laboratory shall report test results to the MRO within an average of five (5) working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The

³ ng = nanograms, ml = milliliters

⁵ Delta – 9 – tetrahydrocannabinol – 9 – carboxylic acid

⁶ Benzoylecgonine

report shall identify the drugs/metabolics tested for, whether positive or negative, the specimen number assigned by the Department, and the drug testing laboratory specimen identification number (accession number).

(2) The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

(3) The MRO shall request from the laboratory and the laboratory shall provide quantification of test results. The MRO shall report whether the test is positive or negative to the Department Head or his/her designee and may report the drug(s) for which there was a positive test, but shall not disclose the quantification of test results to the Department Head or his/her designee. The Department Head or his/her designee shall cause to have transmitted to the employee such results.

(4) The laboratory shall transmit results to the MRO by various electronic means (e.g.: teleprinters, facsimile or computer) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory and the MRO must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.

(5) The laboratory shall send only to the MRO the original or a certified true copy of the drug testing Custody and Control Form (part 2), which, in case of a report positive for drug use, shall be signed (after the required certification block) by the individual responsible for attesting to the validity of the test reports, and attached to which shall be a copy of the test report.

(6) The laboratory shall provide to the Department Head or his/her designee a monthly statistical summary of urinalysis testing of sworn personnel and shall not include in the summary any personal identifying information. Initial and confirmation data shall be included from test results reported within that month. This summary shall be forwarded by registered or certified mail not more than fourteen (14) calendar days after the end of the month covered by the summary. Such summary shall also be forwarded to the Association.

Monthly reports shall include data from which it is reasonably likely that information about sworn personnel's tests can be readily inferred. If necessary, in order to prevent the disclosure of such data, the laboratory shall not send a report until data are sufficiently aggregated to make such an inference unlikely. In any month in which a report is withheld for this reason, the laboratory will so inform the Department Head or his/her designee in writing.

(7) Unless otherwise instructed by the Department Head or his/her designee in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.

- i. Long term frozen storage (-20 degrees Celsius or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. The laboratory shall retain and place in properly secured long term frozen storage for a minimum of one (1) year period of all specimens confirmed positive, in their original labeled specimen bottles. Within this one (1) year period, the Department Head or his/her designee may request the laboratory to retain the specimen for an additional period of time, but if no such request is received the laboratory may discard the specimen after the end of one (1) year, except that the laboratory shall be required to maintain any specimens known to be under legal challenge for an indefinite period.
 - j. Because some analytes deteriorate or are lost during freezing and/or storage, quantification for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.
 - k. The drug testing laboratory shall maintain and make available for at least two (2) years documentation of all aspects of the testing process. This two (2) year period may be extended upon written notification by the Department Head or his/her designee. The required documentation shall include personnel files on all individuals authorized to have access to specimens, chain of custody documents, quality assurance quality control records, procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports; performance records on performance testing; performance on certification inspections; and hard copies of computer-generated data. The laboratory shall maintain documents for any specimen known to be under legal challenge for an indefinite period.
6. Reporting and Review of Results:
- a. An essential part of the drug testing program is the final review of confirmed positive results from the laboratory. A positive test result does not automatically identify an employee as having used drugs in violation of Department policy. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by the MRO prior to the transmission of the results to the Department Head or his/her designee. The MRO review shall include review of the chain of custody to ensure that it is complete and sufficient on its face. The duties of the MRO with respect to negative results are purely administrative.
 - b. The role of the MRO is to review and interpret confirmed positive test results obtained through the Department's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the employee's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with the procedures set forth herein.

- c. (1) Prior to making a final decision to verify a positive test result for an officer, the MRO shall give the employee an opportunity to discuss the test result with him/her.
- (2) The medical Review Officer shall conduct the employee directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact, and medically licensed or certified staff person may gather information from the employee. Except as provided in paragraph (c)(5) of this section, the MRO shall talk directly with the employee before verifying a test as positive.
- (3) If, after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact the Department Head or his/her designee who shall direct the individual to contact the MRO as soon as possible. If it becomes necessary to reach the employee through the Department Head or his/her designee, the Internal Affairs Division shall employ procedures that ensure, to the maximum extent practicable, that the requirement that the employee contact the MRO is held in confidence.
- (4) If, after making all reasonable efforts, the Department Head or his/her designee is unable to contact the employee, the Department may place the employee on administrative leave with pay.
- (5) The MRO may verify a test as positive without having communicated directly with the employee about the test in two circumstances.
- (a) The employee expressly declines the opportunity to discuss the test; or
- (b) The Department Head or his/her designee has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than five (5) days have passed since the date the employee was successfully contacted by the Department Head or his/her designee.
- (6) If a test is verified positive under the circumstances specified in paragraph (5)(b) of this section, the employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from timely contacting the MRO. The MRO, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative as per (f) below.
- (7) Following verification of a positive test result, the MRO shall refer the case to the Department Head or his/her designee.

- d. Before the MRO verifies a confirmed positive result for opiates, he or she shall determine that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate, or opium derivative (e.g.: morphine/codeine). (This requirement does not apply if GC/MS confirmation testing for opiates confirms the presence of 6-monoacetylmorphine).
- e. Should any question arise as to the accuracy or validity of a positive test result, only the MRO is authorized to order a reanalysis of the original sample and such retests are authorized only at laboratories certified by the DHHS and which may be selected by the employee as long as such laboratory is certified by NIDA utilizing the same certification levels referred to in the "Laboratory Procedures" paragraph 5, subparagraph (g) of this policy. The MRO shall authorize a reanalysis of the original sample if requested to do so by the employee within 72 hours of the employee having received actual notice of the positive test. If the retest is negative, the MRO shall declare the final result to be negative.
- f. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO shall report the test result to the Department Head or his/her designee as negative and shall include in the report a list of all prescription medications being used by the employee.
- g. Additionally, the MRO, based on review of inspection reports, quality control data, multiple samples, and other pertinent results, may determine that the result is scientifically insufficient for further action and declare the test specimen negative. In this situation the MRO may request reanalysis of the original sample before making this decision. The laboratory shall assist in this review process as requested by the MRO by making available the individual responsible for day-to-day management of the urine drug testing laboratory or other employee who is a forensic toxicologist or who had equivalent forensic experience in urine drug testing, to provide specific consultation as required by the Department.
- h. Except as provided in this paragraph, the MRO shall not disclose to any third party any medical information provided by the employee to the MRO as a part of the testing verification process.
 - (1) The MRO may disclose such information to the Department Head or his/her designee only if in the MRO's reasonable medical judgment the information indicates that continued performance by the employee of his/her safety sensitive function could pose a significant safety risk;
 - (2) Before obtaining medical information from the employee as part of the verification process, the MRO shall inform the employee that information may be disclosed to third parties as provided in this paragraph and the identity of any parties to whom information may be disclosed.

7. Protection of Sworn Personnel Records:

Department contracts with laboratories require that the laboratory maintain sworn personnel test records in confidence. The contracts will provide that the laboratory shall disclose information related to a positive drug test only to the Department Head or his/her designee.

8. Individual Access to Test and Laboratory Certification Results:

Any employee who is the subject of a drug test conducted under this policy shall have access to any records relating to his/her drug test and records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

Positive test results for drugs shall be retained by the Department and processed as in the same manner as are any violations of Department Rules and Procedures. Documentation leading up to or supporting a decision to test where the test is positive shall be retained and/or processed in the same manner as any violation of Department Rules and Procedures.

**COMMONWEALTH OF MASSACHUSETTS
REHABILITATION AGREEMENT**

Name _____ Date _____

Department _____

Dear _____:

On _____, 20____, the _____
(Department/Agency) agreed to your request to seek counseling and referral to a rehabilitation program for drug abuse. The following conditions apply to your rehabilitation program:

1. You must authorize your treatment provider to provide proof to the Department Head of enrollment in a rehabilitation program and proof of attendance at all required sessions on a monthly basis.
2. You must adhere to all of the requirements of the drug treatment or counseling program in which you are enrolled.
3. If you are absent from the program during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The Department will take disciplinary action if you are absent as a result of drug use.
4. During the twenty-four (24) months following the completion of your rehabilitation program, the Department will test you for drug use on a random basis. You will be subject to dismissal if you refuse to submit to testing or if you test positive during this period.
5. Failure to comply with all of the above conditions will result in the institution of appropriate disciplinary action. Furthermore, rehabilitation personnel will notify the Department in writing or appear for testimony at administrative and superior court hearings in the event you have not complied with the designated rehabilitation program.

I hereby voluntarily agree to all of the above conditions and authorize my treatment provide the Department Head or his/her designee or his/her designee with proof of my enrollment and attendance at the recommended rehabilitation program. I sign this rehabilitation agreement of my own free will, and without duress.

Employee's Name

Department Head Signature

Employee's Signature

Supervisor's Name

Date

Date

COMMONWEALTH OF MASSACHUSETTS
Appeal Form
For
Determination of Reasonable Suspicion for
Controlled Substances Testing/Screening

Date _____

Time _____

I, _____ pursuant to the provisions of Section 5 of Article 30A of the Association-Commonwealth Collective Bargaining Agreement, without waiving any of my rights under law and/or contract, hereby appeal the determination that I be ordered to a drug test based on “reasonable suspicion”.

Employee Signature: _____

Employee's Name Printed: _____

Waiver of Right to Appeal Disciplinary Action

In accordance with Articles 24 and 25, all disciplinary grievances must also include the following statement, signed and dated as indicated:

I wish to submit the attached grievance under Article 24, Arbitration of Disciplinary Action and Article 25, Grievance Procedure, appealing my demotion, suspension or discharge effective on _____, 20__ and pursuant to Article 24, Section 24.4 of the current collective bargaining agreement between the Massachusetts Nurses Association- Unit 7 and the Commonwealth of Massachusetts, I hereby waive any and all rights to appeal this disciplinary action to any other forum including the Civil Service Commission. I have not initiated any other appeal of this disciplinary action.

Date

Employee's Signature

Union Representative's Signature

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS NURSES ASSOCIATION**

The undersigned parties agree as follows, pertaining to Unit 7 Registered Nurses assigned to the Commonwealth's Office of Long Term Care, who are required to travel on a regular basis in order to perform their assigned duties:

- 1). The normal work day shall be seven and one-half hours (7.5 hours), exclusive of meal times.
- 2). For purposes of travel time computation, fifty (50) miles shall be considered equal to one (1) hour of travel time.
- 3). The first hour to and from a temporary worksite shall be considered normal non-compensated commuting time.
- 4). The Unit 7 members may, with prior approval from their immediate supervisor, adjust their work schedules in order that travel time may be included within their regular schedule.
- 5). Unit 7 members may, with prior approval from their immediate supervisor, adjust their work schedules in order that state vehicles be serviced or repaired in accordance with Department policies or state regulations.
- 6). This agreement shall not be precedent setting and no current or future contractual rights are waived by the Association, members of bargaining unit 7, or the Commonwealth.

**For the MASSACHUSETTS
NURSES ASSOCIATION**

Julie Pinkham
Executive Director, MNA

Thomas Breslin
Coordinator- Supervisor Unit 7/MNA

Michael D'Intinosanto
President-Unit 7

For the COMMONWEALTH

Mark E. D'Angelo
Director, HRD/Employee Relations

James P. Whelan
Assistant Director, HRD/Employee
Relations

ATTACHMENT A

Title	Old Job Code	New Job Code
Registered Nurse I	E01A15	E02A15
Occupational Therapist I	E02C16	E03E16
Physical Therapist I	E02D16	E03D16
Registered Nurse II	E02A16	E03F16
Registered Nurse III	E03A16	E04A16
Community Psychiatric Mh Nurse	E04D18	E05D18
Occupational Therapist II	E04B18	E05B18
Physical Therapist II	E04C18	E05C18
Registered Nurse IV	E04A18	E05A18
Community Mh Nursing Advisor I	E06J20	E07J20
Nursing Instructor	E06L19	E07L19
Occupational Therapist III	E06B20	E07B20
Physical Therapist III	E06E20	E07E20
Public Health Nursing Advsr I	E06F20	E07F20
Registered Nurse V	E06A20	E07A20
Clin Spec In Psych Mh Nursing	E08H22	E09H22
Community Mh Nursing Advsr II	E08E22	E09E22
Nurse Practitioner	E08G22	E09G22
Physician Assistant	E08A23	E09A23
Public Health Nursing Advsr II	E08C22	E09C22
Registered Nurse VI	E08A22	E09B22

Appendix A-1
Schedule of Biweekly Salary Rates
Effective January 12, 2003

Gr	1	2	3	4	5	6	7	8	9	10	11	12
01	\$1,516.48	\$1,585.18	\$1,656.98	\$1,732.04	\$1,810.50	\$1,892.52	\$1,978.24	\$2,067.86	\$2,161.52	\$2,259.44	\$2,361.78	\$2,468.76
02	\$1,593.60	\$1,665.80	\$1,741.26	\$1,820.14	\$1,902.60	\$1,988.80	\$2,078.88	\$2,173.06	\$2,271.50	\$2,374.38	\$2,481.96	\$2,594.38
03	\$1,660.62	\$1,735.84	\$1,814.48	\$1,896.68	\$1,982.58	\$2,072.40	\$2,166.28	\$2,264.42	\$2,367.00	\$2,474.22	\$2,586.30	\$2,703.46
04	\$1,735.92	\$1,814.56	\$1,896.76	\$1,982.70	\$2,072.50	\$2,166.38	\$2,264.52	\$2,367.10	\$2,474.32	\$2,586.40	\$2,703.56	\$2,826.04
05	\$1,815.58	\$1,897.84	\$1,983.80	\$2,073.68	\$2,167.60	\$2,265.80	\$2,368.42	\$2,475.72	\$2,587.86	\$2,705.08	\$2,827.62	\$2,955.70
06	\$1,891.20	\$1,976.88	\$2,066.42	\$2,160.02	\$2,257.88	\$2,360.14	\$2,467.06	\$2,578.84	\$2,695.64	\$2,817.76	\$2,945.40	\$3,078.82
07	\$1,975.12	\$2,064.58	\$2,158.10	\$2,255.88	\$2,358.06	\$2,464.88	\$2,576.56	\$2,693.26	\$2,815.28	\$2,942.80	\$3,076.10	\$3,215.44
08	\$2,062.68	\$2,156.12	\$2,253.80	\$2,355.88	\$2,462.60	\$2,574.16	\$2,690.78	\$2,812.66	\$2,940.08	\$3,073.26	\$3,212.48	\$3,358.00
09	\$2,146.18	\$2,243.42	\$2,345.04	\$2,451.28	\$2,562.30	\$2,678.38	\$2,799.70	\$2,926.54	\$3,059.10	\$3,197.68	\$3,342.54	\$3,493.96
10	\$2,230.30	\$2,331.34	\$2,436.94	\$2,547.34	\$2,662.74	\$2,783.36	\$2,909.44	\$3,041.26	\$3,179.02	\$3,323.02	\$3,473.56	\$3,630.90
11	\$2,305.16	\$2,409.60	\$2,518.76	\$2,632.86	\$2,752.12	\$2,876.80	\$3,007.12	\$3,143.34	\$3,285.74	\$3,434.56	\$3,590.14	\$3,752.78
12	\$2,393.54	\$2,501.98	\$2,615.32	\$2,733.78	\$2,857.64	\$2,987.08	\$3,122.40	\$3,263.84	\$3,411.68	\$3,566.22	\$3,727.78	\$3,896.66
13	\$2,477.66	\$2,589.88	\$2,707.20	\$2,829.84	\$2,958.02	\$3,092.04	\$3,232.10	\$3,378.52	\$3,531.56	\$3,691.56	\$3,858.78	\$4,033.60
14	\$2,569.20	\$2,685.60	\$2,807.26	\$2,934.42	\$3,067.34	\$3,206.30	\$3,351.54	\$3,503.36	\$3,662.08	\$3,827.96	\$4,001.36	\$4,182.62
15	\$2,669.38	\$2,790.30	\$2,916.70	\$3,048.82	\$3,186.94	\$3,331.30	\$3,482.22	\$3,639.96	\$3,804.86	\$3,977.22	\$4,157.38	\$4,345.70
16	\$2,761.66	\$2,886.76	\$3,017.54	\$3,154.24	\$3,297.12	\$3,446.48	\$3,602.60	\$3,765.80	\$3,936.40	\$4,114.72	\$4,301.12	\$4,495.98
17	\$2,862.14	\$2,991.80	\$3,127.32	\$3,268.98	\$3,417.08	\$3,571.86	\$3,733.66	\$3,902.80	\$4,079.60	\$4,264.40	\$4,457.58	\$4,659.50
18	\$2,962.44	\$3,096.62	\$3,236.88	\$3,383.52	\$3,536.80	\$3,697.02	\$3,864.50	\$4,039.56	\$4,222.54	\$4,413.82	\$4,613.76	\$4,822.78
19	\$3,085.38	\$3,225.16	\$3,371.26	\$3,523.98	\$3,683.62	\$3,850.48	\$4,024.92	\$4,207.24	\$4,397.82	\$4,597.04	\$4,805.28	\$5,022.96
20	\$3,198.92	\$3,343.82	\$3,495.30	\$3,653.64	\$3,819.16	\$3,992.16	\$4,173.02	\$4,362.04	\$4,559.64	\$4,766.20	\$4,982.10	\$5,207.80
21	\$3,316.40	\$3,466.62	\$3,623.66	\$3,787.80	\$3,959.38	\$4,138.74	\$4,326.22	\$4,522.20	\$4,727.04	\$4,941.18	\$5,165.02	\$5,399.00

Appendix A-2
Schedule of Biweekly Salary Rates
Effective July 10, 2005

Gr	1	2	3	4	5	6	7	8	9	10	11	12
01	\$1,561.97	\$1,632.74	\$1,706.69	\$1,784.00	\$1,864.82	\$1,949.30	\$2,037.59	\$2,129.90	\$2,226.37	\$2,327.22	\$2,432.63	\$2,542.82
02	\$1,641.41	\$1,715.77	\$1,793.50	\$1,874.74	\$1,959.68	\$2,048.46	\$2,141.25	\$2,238.25	\$2,339.65	\$2,445.61	\$2,556.42	\$2,672.21
03	\$1,710.44	\$1,787.92	\$1,868.91	\$1,953.58	\$2,042.06	\$2,134.57	\$2,231.27	\$2,332.35	\$2,438.01	\$2,548.45	\$2,663.89	\$2,784.56
04	\$1,788.00	\$1,869.00	\$1,953.66	\$2,042.18	\$2,134.68	\$2,231.37	\$2,332.46	\$2,438.11	\$2,548.55	\$2,663.99	\$2,784.67	\$2,910.82
05	\$1,870.05	\$1,954.78	\$2,043.31	\$2,135.89	\$2,232.63	\$2,333.77	\$2,439.47	\$2,549.99	\$2,665.50	\$2,786.23	\$2,912.45	\$3,044.37
06	\$1,947.94	\$2,036.19	\$2,128.41	\$2,224.82	\$2,325.62	\$2,430.94	\$2,541.07	\$2,656.21	\$2,776.51	\$2,902.29	\$3,033.76	\$3,171.18
07	\$2,034.37	\$2,126.52	\$2,222.84	\$2,323.56	\$2,428.80	\$2,538.83	\$2,653.86	\$2,774.06	\$2,899.74	\$3,031.08	\$3,168.38	\$3,311.90
08	\$2,124.56	\$2,220.80	\$2,321.41	\$2,426.56	\$2,536.48	\$2,651.38	\$2,771.50	\$2,897.04	\$3,028.28	\$3,165.46	\$3,308.85	\$3,458.74
09	\$2,210.57	\$2,310.72	\$2,415.39	\$2,524.82	\$2,639.17	\$2,758.73	\$2,883.69	\$3,014.34	\$3,150.87	\$3,293.61	\$3,442.82	\$3,598.78
10	\$2,297.21	\$2,401.28	\$2,510.05	\$2,623.76	\$2,742.62	\$2,866.86	\$2,996.72	\$3,132.50	\$3,274.39	\$3,422.71	\$3,577.77	\$3,739.83
11	\$2,374.31	\$2,481.89	\$2,594.32	\$2,711.85	\$2,834.68	\$2,963.10	\$3,097.33	\$3,237.64	\$3,384.31	\$3,537.60	\$3,697.84	\$3,865.36
12	\$2,465.35	\$2,577.04	\$2,693.78	\$2,815.79	\$2,943.37	\$3,076.69	\$3,216.07	\$3,361.76	\$3,514.03	\$3,673.21	\$3,839.61	\$4,013.56
13	\$2,551.99	\$2,667.58	\$2,788.42	\$2,914.74	\$3,046.76	\$3,184.80	\$3,329.06	\$3,479.88	\$3,637.51	\$3,802.31	\$3,974.54	\$4,154.61
14	\$2,646.28	\$2,766.17	\$2,891.48	\$3,022.45	\$3,159.36	\$3,302.49	\$3,452.09	\$3,608.46	\$3,771.94	\$3,942.80	\$4,121.40	\$4,308.10
15	\$2,749.46	\$2,874.01	\$3,004.20	\$3,140.28	\$3,282.55	\$3,431.24	\$3,586.69	\$3,749.16	\$3,919.01	\$4,096.54	\$4,282.10	\$4,476.07
16	\$2,844.51	\$2,973.36	\$3,108.07	\$3,248.87	\$3,396.03	\$3,549.87	\$3,710.68	\$3,878.77	\$4,054.49	\$4,238.16	\$4,430.15	\$4,630.86
17	\$2,948.00	\$3,081.55	\$3,221.14	\$3,367.05	\$3,519.59	\$3,679.02	\$3,845.67	\$4,019.88	\$4,201.99	\$4,392.33	\$4,591.31	\$4,799.29
18	\$3,051.31	\$3,189.52	\$3,333.99	\$3,485.03	\$3,642.90	\$3,807.93	\$3,980.44	\$4,160.75	\$4,349.22	\$4,546.23	\$4,752.17	\$4,967.46
19	\$3,177.94	\$3,321.91	\$3,472.40	\$3,629.70	\$3,794.13	\$3,965.99	\$4,145.67	\$4,333.46	\$4,529.75	\$4,734.95	\$4,949.44	\$5,173.65
20	\$3,294.89	\$3,444.13	\$3,600.16	\$3,763.25	\$3,933.73	\$4,111.92	\$4,298.21	\$4,492.90	\$4,696.43	\$4,909.19	\$5,131.56	\$5,364.03
21	\$3,415.89	\$3,570.62	\$3,732.37	\$3,901.43	\$4,078.16	\$4,262.90	\$4,456.01	\$4,657.87	\$4,868.85	\$5,089.42	\$5,319.97	\$5,560.97

Appendix A-3
Schedule of Biweekly Salary Rates
Effective January 8, 2006

Gr	1	2	3	4	5	6	7	8	9	10	11	12
01	\$1,593.21	\$1,665.39	\$1,740.82	\$1,819.68	\$1,902.11	\$1,988.28	\$2,078.34	\$2,172.49	\$2,270.89	\$2,373.77	\$2,481.29	\$2,593.68
02	\$1,674.24	\$1,750.09	\$1,829.37	\$1,912.24	\$1,998.87	\$2,089.43	\$2,184.07	\$2,283.02	\$2,386.44	\$2,494.52	\$2,607.55	\$2,725.66
03	\$1,744.65	\$1,823.67	\$1,906.29	\$1,992.65	\$2,082.90	\$2,177.26	\$2,275.89	\$2,379.00	\$2,486.77	\$2,599.42	\$2,717.17	\$2,840.26
04	\$1,823.76	\$1,906.38	\$1,992.74	\$2,083.02	\$2,177.37	\$2,276.00	\$2,379.10	\$2,486.88	\$2,599.52	\$2,717.27	\$2,840.36	\$2,969.04
05	\$1,907.45	\$1,993.87	\$2,084.18	\$2,178.61	\$2,277.28	\$2,380.45	\$2,488.26	\$2,600.99	\$2,718.81	\$2,841.96	\$2,970.70	\$3,105.26
06	\$1,986.89	\$2,076.91	\$2,170.98	\$2,269.32	\$2,372.13	\$2,479.56	\$2,591.89	\$2,709.33	\$2,832.04	\$2,960.34	\$3,094.44	\$3,234.61
07	\$2,075.06	\$2,169.05	\$2,267.30	\$2,370.03	\$2,477.38	\$2,589.60	\$2,706.93	\$2,829.54	\$2,957.73	\$3,091.71	\$3,231.75	\$3,378.14
08	\$2,167.05	\$2,265.22	\$2,367.84	\$2,475.09	\$2,587.21	\$2,704.41	\$2,826.93	\$2,954.98	\$3,088.85	\$3,228.77	\$3,375.03	\$3,527.91
09	\$2,254.78	\$2,356.94	\$2,463.70	\$2,575.31	\$2,691.95	\$2,813.91	\$2,941.36	\$3,074.62	\$3,213.89	\$3,359.48	\$3,511.67	\$3,670.75
10	\$2,343.15	\$2,449.31	\$2,560.25	\$2,676.24	\$2,797.47	\$2,924.20	\$3,056.66	\$3,195.15	\$3,339.88	\$3,491.16	\$3,649.32	\$3,814.62
11	\$2,421.80	\$2,531.53	\$2,646.21	\$2,766.08	\$2,891.38	\$3,022.37	\$3,159.28	\$3,302.39	\$3,452.00	\$3,608.35	\$3,771.80	\$3,942.67
12	\$2,514.65	\$2,628.58	\$2,747.66	\$2,872.11	\$3,002.24	\$3,138.23	\$3,280.39	\$3,428.99	\$3,584.31	\$3,746.67	\$3,916.41	\$4,093.83
13	\$2,603.03	\$2,720.93	\$2,844.18	\$2,973.03	\$3,107.70	\$3,248.50	\$3,395.64	\$3,549.47	\$3,710.26	\$3,878.35	\$4,054.03	\$4,237.70
14	\$2,699.20	\$2,821.49	\$2,949.31	\$3,082.90	\$3,222.55	\$3,368.54	\$3,521.13	\$3,680.63	\$3,847.38	\$4,021.65	\$4,203.83	\$4,394.26
15	\$2,804.45	\$2,931.49	\$3,064.29	\$3,203.09	\$3,348.20	\$3,499.86	\$3,658.42	\$3,824.14	\$3,997.39	\$4,178.47	\$4,367.74	\$4,565.59
16	\$2,901.40	\$3,032.83	\$3,170.23	\$3,313.84	\$3,463.95	\$3,620.87	\$3,784.89	\$3,956.35	\$4,135.58	\$4,322.92	\$4,518.76	\$4,723.48
17	\$3,006.96	\$3,143.19	\$3,285.56	\$3,434.39	\$3,589.98	\$3,752.60	\$3,922.58	\$4,100.28	\$4,286.03	\$4,480.18	\$4,683.13	\$4,895.27
18	\$3,112.34	\$3,253.31	\$3,400.67	\$3,554.73	\$3,715.76	\$3,884.09	\$4,060.04	\$4,243.96	\$4,436.20	\$4,637.16	\$4,847.22	\$5,066.81
19	\$3,241.50	\$3,388.35	\$3,541.85	\$3,702.29	\$3,870.01	\$4,045.31	\$4,228.58	\$4,420.13	\$4,620.35	\$4,829.65	\$5,048.43	\$5,277.12
20	\$3,360.79	\$3,513.02	\$3,672.16	\$3,838.51	\$4,012.41	\$4,194.16	\$4,384.17	\$4,582.76	\$4,790.36	\$5,007.37	\$5,234.19	\$5,471.31
21	\$3,484.21	\$3,642.03	\$3,807.02	\$3,979.46	\$4,159.72	\$4,348.16	\$4,545.13	\$4,751.02	\$4,966.23	\$5,191.20	\$5,426.37	\$5,672.19

Appendix A-4
Schedule of Biweekly Salary Rates
Effective July 9, 2006

Gr	1	2	3	4	5	6	7	8	9	10	11	12
01	\$1,641.01	\$1,715.35	\$1,793.05	\$1,874.27	\$1,959.17	\$2,047.93	\$2,140.69	\$2,237.67	\$2,339.02	\$2,444.98	\$2,555.72	\$2,671.49
02	\$1,724.46	\$1,802.59	\$1,884.25	\$1,969.61	\$2,058.84	\$2,152.12	\$2,249.59	\$2,351.51	\$2,458.03	\$2,569.36	\$2,685.77	\$2,807.43
03	\$1,796.99	\$1,878.38	\$1,963.48	\$2,052.43	\$2,145.39	\$2,242.58	\$2,344.17	\$2,450.37	\$2,561.37	\$2,677.40	\$2,798.68	\$2,925.46
04	\$1,878.47	\$1,963.57	\$2,052.52	\$2,145.52	\$2,242.69	\$2,344.28	\$2,450.48	\$2,561.48	\$2,677.51	\$2,798.79	\$2,925.57	\$3,058.11
05	\$1,964.67	\$2,053.69	\$2,146.71	\$2,243.97	\$2,345.60	\$2,451.86	\$2,562.91	\$2,679.02	\$2,800.37	\$2,927.22	\$3,059.82	\$3,198.42
06	\$2,046.50	\$2,139.22	\$2,236.11	\$2,337.40	\$2,443.29	\$2,553.95	\$2,669.65	\$2,790.61	\$2,917.00	\$3,049.15	\$3,187.27	\$3,331.65
07	\$2,137.31	\$2,234.12	\$2,335.32	\$2,441.13	\$2,551.70	\$2,667.29	\$2,788.14	\$2,914.43	\$3,046.47	\$3,184.46	\$3,328.70	\$3,479.49
08	\$2,232.06	\$2,333.18	\$2,438.88	\$2,549.34	\$2,664.82	\$2,785.54	\$2,911.74	\$3,043.63	\$3,181.51	\$3,325.63	\$3,476.28	\$3,633.75
09	\$2,322.42	\$2,427.65	\$2,537.61	\$2,652.57	\$2,772.71	\$2,898.32	\$3,029.61	\$3,166.86	\$3,310.31	\$3,460.27	\$3,617.02	\$3,780.88
10	\$2,413.45	\$2,522.78	\$2,637.06	\$2,756.52	\$2,881.40	\$3,011.92	\$3,148.36	\$3,291.00	\$3,440.07	\$3,595.90	\$3,758.80	\$3,929.06
11	\$2,494.46	\$2,607.47	\$2,725.60	\$2,849.07	\$2,978.12	\$3,113.04	\$3,254.06	\$3,401.46	\$3,555.56	\$3,716.60	\$3,884.96	\$4,060.95
12	\$2,590.09	\$2,707.44	\$2,830.08	\$2,958.27	\$3,092.30	\$3,232.37	\$3,378.81	\$3,531.86	\$3,691.84	\$3,859.07	\$4,033.90	\$4,216.65
13	\$2,681.12	\$2,802.56	\$2,929.51	\$3,062.22	\$3,200.93	\$3,345.95	\$3,497.51	\$3,655.96	\$3,821.56	\$3,994.70	\$4,175.66	\$4,364.83
14	\$2,780.18	\$2,906.14	\$3,037.79	\$3,175.39	\$3,319.22	\$3,469.59	\$3,626.76	\$3,791.05	\$3,962.80	\$4,142.30	\$4,329.94	\$4,526.09
15	\$2,888.58	\$3,019.43	\$3,156.21	\$3,299.18	\$3,448.65	\$3,604.86	\$3,768.17	\$3,938.87	\$4,117.31	\$4,303.82	\$4,498.78	\$4,702.56
16	\$2,988.44	\$3,123.81	\$3,265.33	\$3,413.26	\$3,567.87	\$3,729.50	\$3,898.44	\$4,075.04	\$4,259.65	\$4,452.61	\$4,654.32	\$4,865.18
17	\$3,097.17	\$3,237.48	\$3,384.13	\$3,537.42	\$3,697.68	\$3,865.17	\$4,040.26	\$4,223.29	\$4,414.61	\$4,614.58	\$4,823.63	\$5,042.13
18	\$3,205.71	\$3,350.91	\$3,502.69	\$3,661.37	\$3,827.23	\$4,000.61	\$4,181.85	\$4,371.28	\$4,569.29	\$4,776.27	\$4,992.63	\$5,218.82
19	\$3,338.75	\$3,490.00	\$3,648.10	\$3,813.36	\$3,986.11	\$4,166.67	\$4,355.44	\$4,552.73	\$4,758.96	\$4,974.54	\$5,199.88	\$5,435.44
20	\$3,461.61	\$3,618.41	\$3,782.33	\$3,953.67	\$4,132.78	\$4,319.99	\$4,515.70	\$4,720.24	\$4,934.07	\$5,157.59	\$5,391.22	\$5,635.45
21	\$3,588.74	\$3,751.29	\$3,921.23	\$4,098.85	\$4,284.52	\$4,478.61	\$4,681.48	\$4,893.55	\$5,115.22	\$5,346.94	\$5,589.16	\$5,842.36

Appendix A-5
Schedule of Biweekly Salary Rates
Effective January 7, 2007

Gr	1	2	3	4	5	6	7	8	9	10	11	12
01	\$1,665.63	\$1,741.08	\$1,819.94	\$1,902.39	\$1,988.56	\$2,078.65	\$2,172.80	\$2,271.23	\$2,374.10	\$2,481.66	\$2,594.06	\$2,711.56
02	\$1,750.33	\$1,829.63	\$1,912.51	\$1,999.15	\$2,089.72	\$2,184.40	\$2,283.34	\$2,386.78	\$2,494.90	\$2,607.90	\$2,726.06	\$2,849.54
03	\$1,823.94	\$1,906.56	\$1,992.93	\$2,083.22	\$2,177.57	\$2,276.22	\$2,379.33	\$2,487.13	\$2,599.79	\$2,717.56	\$2,840.66	\$2,969.34
04	\$1,906.65	\$1,993.02	\$2,083.31	\$2,177.70	\$2,276.33	\$2,379.44	\$2,487.24	\$2,599.90	\$2,717.67	\$2,840.77	\$2,969.45	\$3,103.98
05	\$1,994.14	\$2,084.49	\$2,178.91	\$2,277.63	\$2,380.78	\$2,488.64	\$2,601.35	\$2,719.21	\$2,842.38	\$2,971.12	\$3,105.72	\$3,246.39
06	\$2,077.20	\$2,171.31	\$2,269.65	\$2,372.46	\$2,479.94	\$2,592.26	\$2,709.69	\$2,832.47	\$2,960.76	\$3,094.89	\$3,235.08	\$3,381.62
07	\$2,169.37	\$2,267.63	\$2,370.35	\$2,477.75	\$2,589.97	\$2,707.30	\$2,829.96	\$2,958.14	\$3,092.16	\$3,232.22	\$3,378.63	\$3,531.68
08	\$2,265.54	\$2,368.17	\$2,475.46	\$2,587.58	\$2,704.80	\$2,827.33	\$2,955.42	\$3,089.28	\$3,229.24	\$3,375.51	\$3,528.43	\$3,688.26
09	\$2,357.26	\$2,464.06	\$2,575.67	\$2,692.36	\$2,814.30	\$2,941.80	\$3,075.05	\$3,214.36	\$3,359.96	\$3,512.17	\$3,671.28	\$3,837.59
10	\$2,449.65	\$2,560.63	\$2,676.61	\$2,797.87	\$2,924.62	\$3,057.10	\$3,195.58	\$3,340.37	\$3,491.68	\$3,649.84	\$3,815.18	\$3,988.00
11	\$2,531.87	\$2,646.58	\$2,766.48	\$2,891.80	\$3,022.79	\$3,159.73	\$3,302.87	\$3,452.49	\$3,608.89	\$3,772.35	\$3,943.23	\$4,121.87
12	\$2,628.94	\$2,748.05	\$2,872.54	\$3,002.65	\$3,138.69	\$3,280.86	\$3,429.49	\$3,584.84	\$3,747.22	\$3,916.96	\$4,094.41	\$4,279.90
13	\$2,721.34	\$2,844.59	\$2,973.45	\$3,108.15	\$3,248.94	\$3,396.14	\$3,549.98	\$3,710.80	\$3,878.89	\$4,054.62	\$4,238.29	\$4,430.30
14	\$2,821.88	\$2,949.73	\$3,083.35	\$3,223.02	\$3,369.01	\$3,521.64	\$3,681.16	\$3,847.91	\$4,022.24	\$4,204.44	\$4,394.89	\$4,593.98
15	\$2,931.91	\$3,064.73	\$3,203.56	\$3,348.67	\$3,500.37	\$3,658.93	\$3,824.70	\$3,997.95	\$4,179.07	\$4,368.38	\$4,566.26	\$4,773.10
16	\$3,033.27	\$3,170.67	\$3,314.31	\$3,464.46	\$3,621.39	\$3,785.44	\$3,956.91	\$4,136.17	\$4,323.54	\$4,519.40	\$4,724.13	\$4,938.16
17	\$3,143.63	\$3,286.04	\$3,434.89	\$3,590.48	\$3,753.15	\$3,923.15	\$4,100.86	\$4,286.64	\$4,480.83	\$4,683.80	\$4,895.98	\$5,117.76
18	\$3,253.80	\$3,401.17	\$3,555.23	\$3,716.29	\$3,884.64	\$4,060.62	\$4,244.57	\$4,436.85	\$4,637.83	\$4,847.92	\$5,067.52	\$5,297.10
19	\$3,388.83	\$3,542.35	\$3,702.82	\$3,870.56	\$4,045.90	\$4,229.17	\$4,420.77	\$4,621.02	\$4,830.34	\$5,049.16	\$5,277.88	\$5,516.97
20	\$3,513.53	\$3,672.68	\$3,839.06	\$4,012.97	\$4,194.77	\$4,384.79	\$4,583.44	\$4,791.05	\$5,008.08	\$5,234.95	\$5,472.09	\$5,719.99
21	\$3,642.57	\$3,807.56	\$3,980.05	\$4,160.33	\$4,348.78	\$4,545.78	\$4,751.70	\$4,966.96	\$5,191.94	\$5,427.14	\$5,673.00	\$5,929.99

Appendix A-6
Schedule of Biweekly Salary Rates
Effective July 8, 2007

Gr	1	2	3	4	5	6	7	8	9	10	11	12
01	\$1,690.61	\$1,767.20	\$1,847.24	\$1,930.92	\$2,018.39	\$2,109.83	\$2,205.39	\$2,305.30	\$2,409.72	\$2,518.88	\$2,632.97	\$2,752.24
02	\$1,776.59	\$1,857.08	\$1,941.20	\$2,029.14	\$2,121.07	\$2,217.16	\$2,317.59	\$2,422.58	\$2,532.33	\$2,647.02	\$2,766.95	\$2,892.28
03	\$1,851.30	\$1,935.16	\$2,022.83	\$2,114.47	\$2,210.23	\$2,310.36	\$2,415.02	\$2,524.43	\$2,638.79	\$2,758.32	\$2,883.27	\$3,013.88
04	\$1,935.25	\$2,022.92	\$2,114.56	\$2,210.36	\$2,310.47	\$2,415.13	\$2,524.54	\$2,638.90	\$2,758.43	\$2,883.38	\$3,014.00	\$3,150.54
05	\$2,024.05	\$2,115.76	\$2,211.59	\$2,311.79	\$2,416.49	\$2,525.97	\$2,640.37	\$2,759.99	\$2,885.01	\$3,015.69	\$3,152.30	\$3,295.09
06	\$2,108.36	\$2,203.88	\$2,303.70	\$2,408.04	\$2,517.14	\$2,631.14	\$2,750.34	\$2,874.96	\$3,005.17	\$3,141.31	\$3,283.61	\$3,432.35
07	\$2,201.91	\$2,301.65	\$2,405.90	\$2,514.91	\$2,628.82	\$2,747.91	\$2,872.41	\$3,002.51	\$3,138.54	\$3,280.71	\$3,429.31	\$3,584.65
08	\$2,299.53	\$2,403.70	\$2,512.59	\$2,626.39	\$2,745.37	\$2,869.74	\$2,999.75	\$3,135.62	\$3,277.67	\$3,426.15	\$3,581.35	\$3,743.58
09	\$2,392.62	\$2,501.02	\$2,614.31	\$2,732.75	\$2,856.52	\$2,985.93	\$3,121.18	\$3,262.58	\$3,410.36	\$3,564.85	\$3,726.35	\$3,895.15
10	\$2,486.39	\$2,599.04	\$2,716.76	\$2,839.84	\$2,968.49	\$3,102.96	\$3,243.52	\$3,390.47	\$3,544.05	\$3,704.59	\$3,872.41	\$4,047.82
11	\$2,569.85	\$2,686.28	\$2,807.98	\$2,935.18	\$3,068.13	\$3,207.13	\$3,352.41	\$3,504.27	\$3,663.03	\$3,828.93	\$4,002.38	\$4,183.69
12	\$2,668.38	\$2,789.27	\$2,915.62	\$3,047.69	\$3,185.77	\$3,330.07	\$3,480.93	\$3,638.61	\$3,803.43	\$3,975.71	\$4,155.82	\$4,344.09
13	\$2,762.16	\$2,887.26	\$3,018.05	\$3,154.78	\$3,297.67	\$3,447.08	\$3,603.23	\$3,766.46	\$3,937.07	\$4,115.44	\$4,301.86	\$4,496.76
14	\$2,864.21	\$2,993.97	\$3,129.60	\$3,271.36	\$3,419.55	\$3,574.46	\$3,736.38	\$3,905.63	\$4,082.58	\$4,267.51	\$4,460.82	\$4,662.89
15	\$2,975.89	\$3,110.70	\$3,251.61	\$3,398.90	\$3,552.88	\$3,713.82	\$3,882.07	\$4,057.92	\$4,241.75	\$4,433.90	\$4,634.75	\$4,844.70
16	\$3,078.77	\$3,218.23	\$3,364.03	\$3,516.43	\$3,675.71	\$3,842.22	\$4,016.27	\$4,198.21	\$4,388.40	\$4,587.19	\$4,795.00	\$5,012.23
17	\$3,190.79	\$3,335.33	\$3,486.41	\$3,644.34	\$3,809.45	\$3,982.00	\$4,162.38	\$4,350.94	\$4,548.04	\$4,754.06	\$4,969.42	\$5,194.53
18	\$3,302.60	\$3,452.19	\$3,608.55	\$3,772.03	\$3,942.91	\$4,121.53	\$4,308.24	\$4,503.40	\$4,707.39	\$4,920.64	\$5,143.54	\$5,376.56
19	\$3,439.66	\$3,595.49	\$3,758.36	\$3,928.62	\$4,106.59	\$4,292.61	\$4,487.08	\$4,690.34	\$4,902.80	\$5,124.90	\$5,357.05	\$5,599.72
20	\$3,566.24	\$3,727.77	\$3,896.65	\$4,073.17	\$4,257.70	\$4,450.56	\$4,652.19	\$4,862.91	\$5,083.20	\$5,313.48	\$5,554.17	\$5,805.79
21	\$3,697.21	\$3,864.67	\$4,039.75	\$4,222.73	\$4,414.02	\$4,613.97	\$4,822.98	\$5,041.46	\$5,269.82	\$5,508.55	\$5,758.09	\$6,018.94

Appendix B-1
Schedule of Biweekly Salary Rates
Attachment A Titles Only
Effective January 8, 2006

Gr	1	2	3	4	5	6	7	8	9	10	11	12	13
02	\$1,674.24	\$1,750.09	\$1,829.37	\$1,912.24	\$1,998.87	\$2,089.43	\$2,184.07	\$2,283.02	\$2,386.44	\$2,494.52	\$2,607.55	\$2,725.66	\$2,793.80
03	\$1,744.65	\$1,823.67	\$1,906.29	\$1,992.65	\$2,082.90	\$2,177.26	\$2,275.89	\$2,379.00	\$2,486.77	\$2,599.42	\$2,717.17	\$2,840.26	\$2,911.26
04	\$1,823.76	\$1,906.38	\$1,992.74	\$2,083.02	\$2,177.37	\$2,276.00	\$2,379.10	\$2,486.88	\$2,599.52	\$2,717.27	\$2,840.36	\$2,969.04	\$3,043.26
05	\$1,907.45	\$1,993.87	\$2,084.18	\$2,178.61	\$2,277.28	\$2,380.45	\$2,488.26	\$2,600.99	\$2,718.81	\$2,841.96	\$2,970.70	\$3,105.26	\$3,182.89
06	\$1,986.89	\$2,076.91	\$2,170.98	\$2,269.32	\$2,372.13	\$2,479.56	\$2,591.89	\$2,709.33	\$2,832.04	\$2,960.34	\$3,094.44	\$3,234.61	\$3,315.47
07	\$2,075.06	\$2,169.05	\$2,267.30	\$2,370.03	\$2,477.38	\$2,589.60	\$2,706.93	\$2,829.54	\$2,957.73	\$3,091.71	\$3,231.75	\$3,378.14	\$3,462.59
08	\$2,167.05	\$2,265.22	\$2,367.84	\$2,475.09	\$2,587.21	\$2,704.41	\$2,826.93	\$2,954.98	\$3,088.85	\$3,228.77	\$3,375.03	\$3,527.91	\$3,616.11
09	\$2,254.78	\$2,356.94	\$2,463.70	\$2,575.31	\$2,691.95	\$2,813.91	\$2,941.36	\$3,074.62	\$3,213.89	\$3,359.48	\$3,511.67	\$3,670.75	\$3,762.52

Appendix B-2
Schedule of Biweekly Salary Rates
Attachment A Titles Only
Effective July 9, 2006

Gr	1	2	3	4	5	6	7	8	9	10	11	12	13
02	\$1,724.46	\$1,802.59	\$1,884.25	\$1,969.61	\$2,058.84	\$2,152.12	\$2,249.59	\$2,351.51	\$2,458.03	\$2,569.36	\$2,685.77	\$2,807.43	\$2,877.61
03	\$1,796.99	\$1,878.38	\$1,963.48	\$2,052.43	\$2,145.39	\$2,242.58	\$2,344.17	\$2,450.37	\$2,561.37	\$2,677.40	\$2,798.68	\$2,925.46	\$2,998.60
04	\$1,878.47	\$1,963.57	\$2,052.52	\$2,145.52	\$2,242.69	\$2,344.28	\$2,450.48	\$2,561.48	\$2,677.51	\$2,798.79	\$2,925.57	\$3,058.11	\$3,134.56
05	\$1,964.67	\$2,053.69	\$2,146.71	\$2,243.97	\$2,345.60	\$2,451.86	\$2,562.91	\$2,679.02	\$2,800.37	\$2,927.22	\$3,059.82	\$3,198.42	\$3,278.38
06	\$2,046.50	\$2,139.22	\$2,236.11	\$2,337.40	\$2,443.29	\$2,553.95	\$2,669.65	\$2,790.61	\$2,917.00	\$3,049.15	\$3,187.27	\$3,331.65	\$3,414.94
07	\$2,137.31	\$2,234.12	\$2,335.32	\$2,441.13	\$2,551.70	\$2,667.29	\$2,788.14	\$2,914.43	\$3,046.47	\$3,184.46	\$3,328.70	\$3,479.49	\$3,566.47
08	\$2,232.06	\$2,333.18	\$2,438.88	\$2,549.34	\$2,664.82	\$2,785.54	\$2,911.74	\$3,043.63	\$3,181.51	\$3,325.63	\$3,476.28	\$3,633.75	\$3,724.60
09	\$2,322.42	\$2,427.65	\$2,537.61	\$2,652.57	\$2,772.71	\$2,898.32	\$3,029.61	\$3,166.86	\$3,310.31	\$3,460.27	\$3,617.02	\$3,780.88	\$3,875.40

Appendix B-3
Schedule of Biweekly Salary Rates
Attachment A Titles Only
Effective January 7, 2007

Gr	1	2	3	4	5	6	7	8	9	10	11	12	13
02	\$1,750.33	\$1,829.63	\$1,912.51	\$1,999.15	\$2,089.72	\$2,184.40	\$2,283.34	\$2,386.78	\$2,494.90	\$2,607.90	\$2,726.06	\$2,849.54	\$2,920.78
03	\$1,823.94	\$1,906.56	\$1,992.93	\$2,083.22	\$2,177.57	\$2,276.22	\$2,379.33	\$2,487.13	\$2,599.79	\$2,717.56	\$2,840.66	\$2,969.34	\$3,043.58
04	\$1,906.65	\$1,993.02	\$2,083.31	\$2,177.70	\$2,276.33	\$2,379.44	\$2,487.24	\$2,599.90	\$2,717.67	\$2,840.77	\$2,969.45	\$3,103.98	\$3,181.58
05	\$1,994.14	\$2,084.49	\$2,178.91	\$2,277.63	\$2,380.78	\$2,488.64	\$2,601.35	\$2,719.21	\$2,842.38	\$2,971.12	\$3,105.72	\$3,246.39	\$3,327.55
06	\$2,077.20	\$2,171.31	\$2,269.65	\$2,372.46	\$2,479.94	\$2,592.26	\$2,709.69	\$2,832.47	\$2,960.76	\$3,094.89	\$3,235.08	\$3,381.62	\$3,466.16
07	\$2,169.37	\$2,267.63	\$2,370.35	\$2,477.75	\$2,589.97	\$2,707.30	\$2,829.96	\$2,958.14	\$3,092.16	\$3,232.22	\$3,378.63	\$3,531.68	\$3,619.97
08	\$2,265.54	\$2,368.17	\$2,475.46	\$2,587.58	\$2,704.80	\$2,827.33	\$2,955.42	\$3,089.28	\$3,229.24	\$3,375.51	\$3,528.43	\$3,688.26	\$3,780.46
09	\$2,357.26	\$2,464.06	\$2,575.67	\$2,692.36	\$2,814.30	\$2,941.80	\$3,075.05	\$3,214.36	\$3,359.96	\$3,512.17	\$3,671.28	\$3,837.59	\$3,933.53

Appendix B-4
Schedule of Biweekly Salary Rates
Attachment A Titles Only
Effective July 8, 2007

Gr	1	2	3	4	5	6	7	8	9	10	11	12	13
02	\$1,776.59	\$1,857.08	\$1,941.20	\$2,029.14	\$2,121.07	\$2,217.16	\$2,317.59	\$2,422.58	\$2,532.33	\$2,647.02	\$2,766.95	\$2,892.28	\$2,964.59
03	\$1,851.30	\$1,935.16	\$2,022.83	\$2,114.47	\$2,210.23	\$2,310.36	\$2,415.02	\$2,524.43	\$2,638.79	\$2,758.32	\$2,883.27	\$3,013.88	\$3,089.23
04	\$1,935.25	\$2,022.92	\$2,114.56	\$2,210.36	\$2,310.47	\$2,415.13	\$2,524.54	\$2,638.90	\$2,758.43	\$2,883.38	\$3,014.00	\$3,150.54	\$3,229.30
05	\$2,024.05	\$2,115.76	\$2,211.59	\$2,311.79	\$2,416.49	\$2,525.97	\$2,640.37	\$2,759.99	\$2,885.01	\$3,015.69	\$3,152.30	\$3,295.09	\$3,377.47
06	\$2,108.36	\$2,203.88	\$2,303.70	\$2,408.04	\$2,517.14	\$2,631.14	\$2,750.34	\$2,874.96	\$3,005.17	\$3,141.31	\$3,283.61	\$3,432.35	\$3,518.15
07	\$2,201.91	\$2,301.65	\$2,405.90	\$2,514.91	\$2,628.82	\$2,747.91	\$2,872.41	\$3,002.51	\$3,138.54	\$3,280.71	\$3,429.31	\$3,584.65	\$3,674.27
08	\$2,299.53	\$2,403.70	\$2,512.59	\$2,626.39	\$2,745.37	\$2,869.74	\$2,999.75	\$3,135.62	\$3,277.67	\$3,426.15	\$3,581.35	\$3,743.58	\$3,837.17
09	\$2,392.62	\$2,501.02	\$2,614.31	\$2,732.75	\$2,856.52	\$2,985.93	\$3,121.18	\$3,262.58	\$3,410.36	\$3,564.85	\$3,726.35	\$3,895.15	\$3,992.53

Appendix C-1
Schedule of Biweekly Salary Rates
Physicians and Psychiatrists (Board Certified)
Effective January 12, 2003

Gr	1	2	3	4	5	6	7	8	9	10	11	12
15	\$2,983.08	\$3,118.22	\$3,259.48	\$3,407.14	\$3,561.48	\$3,722.82	\$3,891.46	\$4,067.76	\$4,252.02	\$4,444.62	\$4,645.96	\$4,856.42
18	\$3,276.12	\$3,424.52	\$3,579.66	\$3,741.82	\$3,911.32	\$4,088.50	\$4,273.72	\$4,467.32	\$4,669.68	\$4,881.20	\$5,102.32	\$5,333.44
21	\$3,630.06	\$3,794.50	\$3,966.40	\$4,146.08	\$4,333.88	\$4,530.22	\$4,735.42	\$4,949.94	\$5,174.18	\$5,408.60	\$5,653.60	\$5,909.72
SP	\$4,319.42	\$4,515.10	\$4,719.62	\$4,933.42	\$5,156.92	\$5,390.54	\$5,634.72	\$5,889.98	\$6,156.80	\$6,435.70	\$6,727.24	\$7,031.98
Physicians and Psychiatrists (Without Board Certification)												
NC	\$4,031.42	\$4,214.04	\$4,404.94	\$4,604.46	\$4,813.06	\$5,031.10	\$5,259.00	\$5,497.24	\$5,746.28	\$6,006.58	\$6,278.66	\$6,563.08

Appendix C-2
Schedule of Biweekly Salary Rates
Physicians and Psychiatrists (Board Certified)
Effective July 10, 2005

Gr	1	2	3	4	5	6	7	8	9	10	11	12
15	\$3,072.57	\$3,211.77	\$3,357.26	\$3,509.35	\$3,668.32	\$3,834.50	\$4,008.20	\$4,189.79	\$4,379.58	\$4,577.96	\$4,785.34	\$5,002.11
18	\$3,374.40	\$3,527.26	\$3,687.05	\$3,854.07	\$4,028.66	\$4,211.16	\$4,401.93	\$4,601.34	\$4,809.77	\$5,027.64	\$5,255.39	\$5,493.44
21	\$3,738.96	\$3,908.34	\$4,085.39	\$4,270.46	\$4,463.90	\$4,666.13	\$4,877.48	\$5,098.44	\$5,329.41	\$5,570.86	\$5,823.21	\$6,087.01
SP	\$4,449.00	\$4,650.55	\$4,861.21	\$5,081.42	\$5,311.63	\$5,552.26	\$5,803.76	\$6,066.68	\$6,341.50	\$6,628.77	\$6,929.06	\$7,242.94
Physicians and Psychiatrists (Without Board Certification)												
NC	\$4,152.36	\$4,340.46	\$4,537.09	\$4,742.59	\$4,957.45	\$5,182.03	\$5,416.77	\$5,662.16	\$5,918.67	\$6,186.78	\$6,467.02	\$6,759.97

Appendix C-3
Schedule of Biweekly Salary Rates
Physicians and Psychiatrists (Board Certified)
Effective January 8, 2006

Gr	1	2	3	4	5	6	7	8	9	10	11	12
15	\$3,134.02	\$3,276.00	\$3,424.41	\$3,579.54	\$3,741.69	\$3,911.19	\$4,088.37	\$4,273.59	\$4,467.17	\$4,669.52	\$4,881.05	\$5,102.15
18	\$3,441.89	\$3,597.80	\$3,760.79	\$3,931.16	\$4,109.23	\$4,295.38	\$4,489.97	\$4,693.37	\$4,905.97	\$5,128.19	\$5,360.50	\$5,603.31
21	\$3,813.74	\$3,986.50	\$4,167.10	\$4,355.87	\$4,553.17	\$4,759.45	\$4,975.03	\$5,200.41	\$5,435.99	\$5,682.28	\$5,939.67	\$6,208.75
SP	\$4,537.98	\$4,743.56	\$4,958.43	\$5,183.05	\$5,417.86	\$5,663.30	\$5,919.84	\$6,188.01	\$6,468.33	\$6,761.35	\$7,067.64	\$7,387.80
Physicians and Psychiatrists (Without Board Certification)												
NC	\$4,235.41	\$4,427.27	\$4,627.83	\$4,837.45	\$5,056.60	\$5,285.67	\$5,525.11	\$5,775.40	\$6,037.04	\$6,310.51	\$6,596.36	\$6,895.17

Appendix C-4
Schedule of Biweekly Salary Rates
Physicians and Psychiatrists (Board Certified)
Effective July 9, 2006

Gr	1	2	3	4	5	6	7	8	9	10	11	12
15	\$3,228.04	\$3,374.28	\$3,527.14	\$3,686.93	\$3,853.94	\$4,028.53	\$4,211.02	\$4,401.80	\$4,601.19	\$4,809.60	\$5,027.48	\$5,255.22
18	\$3,545.15	\$3,705.73	\$3,873.61	\$4,049.09	\$4,232.51	\$4,424.24	\$4,624.67	\$4,834.17	\$5,053.14	\$5,282.03	\$5,521.31	\$5,771.41
21	\$3,928.15	\$4,106.10	\$4,292.11	\$4,486.55	\$4,689.77	\$4,902.23	\$5,124.28	\$5,356.42	\$5,599.07	\$5,852.74	\$6,117.86	\$6,395.01
SP	\$4,674.12	\$4,885.87	\$5,107.19	\$5,338.54	\$5,580.40	\$5,833.20	\$6,097.43	\$6,373.65	\$6,662.38	\$6,964.19	\$7,279.67	\$7,609.43
Physicians and Psychiatrists (Without Board Certification)												
NC	\$4,362.47	\$4,560.09	\$4,766.66	\$4,982.57	\$5,208.30	\$5,444.24	\$5,690.86	\$5,948.66	\$6,218.15	\$6,499.83	\$6,794.25	\$7,102.03

Appendix C-5
Schedule of Biweekly Salary Rates
Physicians and Psychiatrists (Board Certified)
Effective January 7, 2007

Gr	1	2	3	4	5	6	7	8	9	10	11	12
15	\$3,276.47	\$3,424.90	\$3,580.05	\$3,742.23	\$3,911.75	\$4,088.96	\$4,274.18	\$4,467.82	\$4,670.21	\$4,881.75	\$5,102.89	\$5,334.05
18	\$3,598.33	\$3,761.32	\$3,931.72	\$4,109.83	\$4,296.00	\$4,490.60	\$4,694.04	\$4,906.68	\$5,128.94	\$5,361.26	\$5,604.13	\$5,857.98
21	\$3,987.08	\$4,167.69	\$4,356.49	\$4,553.85	\$4,760.12	\$4,975.77	\$5,201.15	\$5,436.77	\$5,683.06	\$5,940.53	\$6,209.63	\$6,490.94
SP	\$4,744.23	\$4,959.16	\$5,183.79	\$5,418.62	\$5,664.10	\$5,920.70	\$6,188.89	\$6,469.26	\$6,762.32	\$7,068.65	\$7,388.86	\$7,723.57
Physicians and Psychiatrists (Without Board Certification)												
NC	\$4,427.91	\$4,628.49	\$4,838.16	\$5,057.31	\$5,286.42	\$5,525.91	\$5,776.22	\$6,037.89	\$6,311.43	\$6,597.33	\$6,896.16	\$7,208.56

Appendix C-6
Schedule of Biweekly Salary Rates
Physicians and Psychiatrists (Board Certified)
Effective July 8, 2007

Gr	1	2	3	4	5	6	7	8	9	10	11	12
15	\$3,325.61	\$3,476.27	\$3,633.75	\$3,798.36	\$3,970.43	\$4,150.29	\$4,338.30	\$4,534.84	\$4,740.26	\$4,954.97	\$5,179.43	\$5,414.06
18	\$3,652.30	\$3,817.74	\$3,990.69	\$4,171.47	\$4,360.44	\$4,557.96	\$4,764.45	\$4,980.28	\$5,205.88	\$5,441.68	\$5,688.19	\$5,945.85
21	\$4,046.88	\$4,230.20	\$4,421.84	\$4,622.15	\$4,831.52	\$5,050.40	\$5,279.16	\$5,518.32	\$5,768.31	\$6,029.64	\$6,302.77	\$6,588.30
SP	\$4,815.40	\$5,033.55	\$5,261.55	\$5,499.90	\$5,749.06	\$6,009.51	\$6,281.73	\$6,566.30	\$6,863.75	\$7,174.68	\$7,499.70	\$7,839.43
Physicians and Psychiatrists (Without Board Certification)												
NC	\$4,494.33	\$4,697.92	\$4,910.74	\$5,133.17	\$5,365.72	\$5,608.80	\$5,862.86	\$6,128.46	\$6,406.10	\$6,696.29	\$6,999.61	\$7,316.69