

**COLLECTIVE BARGAINING AGREEMENT**

between the

**COMMONWEALTH OF MASSACHUSETTS**

and the

**ALLIANCE, AFSCME-SEIU LOCAL 509**

**UNITS 8 & 10**

***JANUARY 1, 2020 to DECEMBER 31, 2022***

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## **PREAMBLE**

This Collective Bargaining Agreement entered this 1st day of January 2020, by the Commonwealth of Massachusetts acting through the Secretary for Administration and his/her Human Resources Division, hereinafter referred to as the "EMPLOYER", or the Commonwealth; and by the Alliance, AFSCME/SEIU, AFL-CIO, which is composed of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliate Council 93 and the Service Employees International Union (SEIU), AFL-CIO and its affiliates Locals 509 and 888, hereinafter referred to as the "UNION", and has as its purpose the promotion of harmonious relations between the Union and the Employer.

## **ARTICLE 1 RECOGNITION**

### **Section 1**

The Commonwealth recognizes the Union as the exclusive collective bargaining representative of employees of the Commonwealth in job titles in Unit 8, as certified by the Labor Relations Commission in its Certification of Representation dated February 4, 1976 (Case No. SCR-2067), and in job titles in Unit 10, as certified by the Labor Relations Commission in its Certification of Representation dated March 3, 1976 (Case No. SCR-2053).

It is understood that the Human Resources Division (HRD) has been designated by the Commissioner of Administration and Finance 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.

### **Section 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 job titles in the bargaining units included in Section 1 above, including 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 which are 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 Chief

Human Resources Officer, or those procedures as hereafter amended;  
and

- d. all persons paid through a subsidiary account designated by the State Comptroller for use in the payment of contract personnel.

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 months or who normally works a full workweek and has been employed for twelve 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 week of a regular full-time employee in the same title.

## **ARTICLE 2 MANAGERIAL RIGHTS/PRODUCTIVITY**

### **Section 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 2**

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

### **Section 3**

It is acknowledged that during the negotiations which resulted in this Agreement, the Union 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 Union agrees that the Employer shall not be obligated to any additional collective bargaining.

#### **Section 4**

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

### **ARTICLE 2A 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 UNION SECURITY**

#### **Section 1**

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

#### **Section 2**

An employee may consent in writing to the authorization of the deduction of union dues from their wages and to the designation of the union as the recipient thereof and may withdraw such consent in accordance with the terms of the membership and dues deduction agreement between the employee and the Union and with the laws of the Commonwealth. Such consent shall be in a form acceptable to the Office of Employee Relations and shall bear the signature of the employee. Said form may be completed online as an electronic form, or completed, printed, and shall be sent to the appropriate agency human resources officer. An employee may withdraw his/her dues check-off authorization by providing notice in writing to the Office of Employee Relations, and the union will be notified immediately of such request to withdraw union dues authorization.

#### **Section 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 union as the recipient thereof. Such consent shall be in a form acceptable to the Office of Employee Relations and shall bear the signature of the employee. Said form may be completed on-line as an electronic form or completed, printed, and sent to the appropriate agency human resources officer. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days' notice in writing to the Office of Employee Relations; the union will be immediately notified of such request to withdraw agency fee authorization.

## **Section 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 Union 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/she may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of the Department 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.

## **Section 5**

A. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union 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 political education fund fee authorization by giving at least sixty (60) days' notice in writing to his/her department head.

B. The Employer shall deduct such political education fund fee from the pay of the employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted provided that the Union is in conformity with the requirements of Section 4 of this Article.

C. When, as the result of the settlement of a grievance or arbitration award the Employer awards back pay to an employee, dues shall be deducted from the back-pay payment, such that:

1. the gross payment shall be divided by the employee's rate of pay to determine the number of weeks of pay in the settlement.
2. the rate of union dues for the period of this settlement shall be multiplied by the number of weeks [see (1) above] to determine the amount of dues owed. This amount shall be deducted from the settlement and paid by the Employer to the Union. The balance shall be paid to the employee.

## **ARTICLE 4 VOLUNTARY AGENCY FEE**

### **Section 1**

Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union 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 Union.

The agency fee 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 2**

All members of the bargaining units 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 Union or its affiliates.

## **ARTICLE 5 UNION BUSINESS**

### **Section 1      Union Representation**

Union officials, including but not limited to stewards, shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of union officials, including but not limited to stewards, and their areas of jurisdiction.

### **Section 2      Paid Leave For Union Business**

Union officials, including but not limited to stewards, shall be permitted to have time off without loss of pay (paid union leave) for the following purposes, and requests for such time off shall not be unreasonably denied:

- Attendance at Statewide, Departmental, facility and local labor-management committee meetings, including reasonable travel and preparation time.
- Attendance at legislative or gubernatorial work-related Commissions as so designated.
- Investigation and processing of grievances, including reasonable travel time.



- Attendance at grievance and arbitration hearings, including reasonable travel and preparation time.
- Participation in collective bargaining negotiations, including mid-term and contract negotiations, with allowance for reasonable travel and preparation time.
- Participation in Departmental meetings or Committees, including reasonable travel and preparation time.
- Representation of employees during investigations, hearings, or administrative inquiries within the Appointing Authority, including reasonable travel and preparation time.
- Non-grievance dispute resolution, including reasonable travel and preparation time.
- Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.
- All leave granted under this Section shall require prior approval of the Human Resources Division/Office of Employee Relations.
- Requests for all paid release time must be made at least seven (7) days in advance.

### **Section 3     Unpaid Union Leave of Absence**

- A. Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Approved requests will be granted by the Department/Agency head not to exceed one per each 2,000 employees in the bargaining unit provided no adverse effect on the operations of the Department/Agency results.
- B. Leaves of absence without loss of benefits or other privileges (not including wages) to attend meetings, conventions and executive board meetings of the local, city, state, regional and parent organizations may be granted to Union officers, stewards and elected delegates of the Union.
- C. Representatives and officers of the Union may be granted leaves of absence without loss of benefits or other privileges (not including wages) to attend hearings before the Legislature and State agencies concerning matters of importance to the Union.
- D. Witnesses called by the Union to testify at a Step III hearing or in arbitration proceeding (Step IV) may be granted time off without loss of benefits or other privileges (not including wages).
- E. All leaves granted under this Section shall require prior approval of the Human Resources Division. Requests for unpaid leaves of absence (as provided by Section 3B above) for the purpose of attending Union conventions must be made at least seven (7) days in advance of such conventions.

- F. Requests for all unpaid release time must be made at least seven (7) days in advance.

#### **Section 4 Union Use of Premises**

The Union shall be permitted to use those facilities of the Employer for the transaction of Union 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 Union meetings subject to appropriate compensation if required by law. Where practicable, Union officials shall provide the Employer with at least one (1) day advanced notice of such use. This Section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract.

#### **Section 5 Bulletin Boards**

The Union may post notices on bulletin boards or on 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 Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union 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 faction thereof.

#### **Section 6 Employer Provision of Information**

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

A. The Union and/or the employee shall furnish to the Department/Agency, a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Commonwealth. The Union and the Commonwealth agree that employee Social Security Numbers will not be released to any third party outside of the business relationship existing between the Union and the Commonwealth, unless directed in writing, by the employee.

The Alliance further agrees that should it improperly disclose, release or distribute the social security numbers of employees in bargaining units 8 and 10, it will indemnify the Commonwealth for any and all damages resulting from such improper disclosure by the Alliance.

B. Concurrent with the issuance of bi-weekly wages to workers in the bargaining units represented by the Alliance, the Employer will electronically forward a data file (MVEN005) to the Union for all employees for whom dues or agency fees have been deducted.

C. Upon the issuance of bi-weekly wages to workers in the bargaining units represented by the Alliance, the Employer will electronically forward a data file (MVEN002) to the Union for all employees whose job title is represented by the Alliance

and for whom the Employer is providing contributions to the Health and Welfare Fund. This file shall contain:

- Agency/Departmental Code
- Social Security Number
- Employee ID
- Last Name
- First Name
- Middle Initial
- Home Address
- Date of Birth
- Marital Status
- Full/Part-time Code
- Gender
- State Service Date
- Date Employee Started in Bargaining Unit
- Bargaining Unit
- Pay Title Code
- Authorized Hours
- Information Date
- Action Date
- Employee Status
- Status Description
- Confidential Code
- Termination Date
- Action Code
- Action Reason Code
- Account Number
- Location Code
- Division Number/Mail Drop
- Calculated FTE
- Grade
- Step
- Biweekly Salary-Comp rate
- Civil Service Seniority Date
- Owned Job Code
- Dept Entry Date
- Effective Date
- Step Entry Date
- MA Dept Service Date
- Hire Date
- Rehire Date
- MA State Service Date
- Gross wages

D. Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools (such as MS Access and the Commonwealth's Information Warehouse) that are commonly used by the Employer. These files may contain data which

describes the employee, their job or personnel actions performed. The request for this data will not be unreasonably denied.

E. The Employer shall provide to the Union an updated listing of codes on a semi-annual basis.

F. The Union and the Employer shall establish a Labor-Management Committee consisting of an equal number of Union and Employer representatives to discuss issues related to the implementation of changes in deductions relating to employee dues/agency fees. This Committee shall meet prior to the submission of any request by the Union for a change in deductions for dues/agency fees.

## **Section 7      Orientation**

Within the first thirty (30) days of employment (or entering into the bargaining unit), the Department/Agency will allot up to one hour to the Union and these employees during which time a union representative may discuss the Union with the employee without the presence of non-bargaining unit employees.

## **Section 8      Anti-Bias Training**

The Commonwealth and Union acknowledge that concerns around issues of bias impact the workplace culture and the delivery of services to those we serve. The parties also recognize that education concerning explicit and implicit bias are important components in training all employees.

The parties therefore agree that, effective no later than one year following the signing of this Agreement, the Commonwealth shall develop and implement a standardized anti bias training for current and new employees. The parties further agree that this training shall be provided within three months of hire or promotion to a Bargaining Unit 8 or 10 position.

In addition, the Commonwealth agrees that this anti bias training program shall be shared with the Union's Racial Justice Committee, and that the Union shall be afforded the opportunity to review, respond and advise on the curriculum prior to its implementation and its subsequent rollout. The Commonwealth shall retain final determination of both the training curriculum and implementation.

The parties further agree to meet on a quarterly basis to review progress and discuss training opportunities that may be pursued in relation to eliminating bias in the workplace culture.

**ARTICLE 6**  
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

**Section 1**

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, sex, sexual orientation, age, ancestry, ethnicity, disability, union activity, gender identity, gender expression, military or veteran status, (including Vietnam-era veterans).

**Section 2**

The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, age, sex, national origin, or disability, 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 3**

The Statewide Labor/Management Committee established pursuant to ARTICLE 25 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. 592 dated October 22, 2020, or as subsequently amended.

**Section 4**

The Employer and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should be subjected to such 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 such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

## **Section 5**

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 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.

## **Section 6**

The parties agree to convene a Labor Management Committee to review and discuss issues related to reasonable accommodations. The parties' discussion shall be based upon Executive Order 592, an Order Regarding Non-Discrimination, Diversity, Equal Opportunity, and Affirmative Action, or as subsequently amended, and will incorporate the provisions of and guidelines issued pursuant to the Executive Order by the Office of Diversity and Equal Opportunity, the Massachusetts Office on Disability and the Massachusetts Commission Against Discrimination.

The Committee will be comprised of members of the Commonwealth and the Union. The Management members will include the Director of the Office of Diversity and Equal Opportunity and other subject matter experts, which may include staff from the MOD and the MCAD.

The Committee shall meet as soon as administratively possible after implementation of a successor Agreement and shall at the outset set forth a schedule for meeting and identify suitable topics for review and discussion.

Part of the Committee's charge will be to review education, training and policies regarding the on-going protection and integration of people with disabilities. Upon review the Committee can make recommendations to the Administration and those charged with executing Executive Order 592, or as subsequently amended.

## **ARTICLE 6A MUTUAL RESPECT**

The Commonwealth and the Union agree that mutual respect between and among managers, employees, co-workers, and supervisors is integral to the efficient conduct of the Commonwealth's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior, and who want to pursue the matter shall raise their concerns in writing with an appropriate manager as soon as possible, but no later than ninety (90) days from the occurrence of the most recent incident(s). In the event the employee(s) concerns have been formally raised at the agency level and are not addressed within a reasonable period of time, the employee or the union may file a grievance at step 3 of the grievance procedure as set forth in Article 23 (notice shall be sent concurrently to the Agency Head or designee). If an employee, or the union, requests a hearing at step 3, such hearing shall be granted. Grievances filed under this section shall not be subject to the arbitration provisions set forth in Article 23. No employee shall be subject to

discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this process.

## **ARTICLE 7 WORKWEEK AND WORK SCHEDULES**

### **Section 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 hours excluding meal periods in the past shall have a forty-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 Union stewards.

C.      When the Employer desires to change the work schedule of employee(s) the Employer shall, whenever practicable, solicit volunteers from among the group of potentially affected employees, and select from among the qualified volunteers.

The Employer shall, except in emergency situations, give any affected employee whose schedule is being involuntarily changed ten (10) days written notice of such contemplated change. The provisions of this subsection shall not be used for the purpose of avoiding the payment of overtime.

D.      To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. The parties shall establish a joint Union/Management Committee in each Department/Agency to study those situations where such work schedules do not now prevail in an attempt to determine the practicability of establishing a regular work schedule for employees which might consist of five (5) consecutive workdays followed by two (2) consecutive days off. The joint Union/Management Committee shall also study those situations in each facility where the employee works more than one shift in a workweek in an effort to establish more uniform work schedules. Should the parties not be able to come to agreement on this issue, then the parties may seek resolution at Step III of the grievance procedure. This subsection should not apply to employees in authorized flexible hours programs.

E.      Employees in the Department of Youth Services who engage in field trips from the forestry camps should work a regular schedule of not more than twenty-six (26) days of work followed by not more than thirteen (13) days off.

F.      The parties acknowledge the benefit of establishing alternative work options, including but not limited to flexible hours, staggered hours, part-time, telecommuting and job sharing where such programs contribute to the efficient delivery of state services.

The Labor-Management Committee established pursuant to Article 25 of this Agreement shall meet to implement Appendix H on Alternative Work Options.

## **Section 2     Overtime**

A.     A full-time 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.     A part-time employee as defined in Article 1, Section 2(C) of the Agreement whose regular workweek is less than forty (40) hours:

1.     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, and,
2.     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 forty (40) hours in a workweek.
3.     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.
4.     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 work day except that:
  - a.     an employee whose regular work day 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 work day and,
  - b.     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.

C.     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 Chief Human Resources Officer.

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. Upon the request of an employee, an Appointing Authority may grant, at its discretion, compensatory time in lieu of payment for overtime at a rate 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. At the discretion of the Appointing Authority, employees shall be allowed to receive the cash value of their compensatory time up to one (1) week per year when they are denied the use of that time.

An Appointing Authority shall permit the use of compensatory time within a reasonable time from 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.

G. Agencies should make every effort to pay overtime in the same pay period that the overtime was earned. However, it is understood that there are situations in which the overtime entries cannot be made until the following pay period (e.g. overtime earned in the first week of the pay period should be paid within the same pay period; overtime worked in the second week of the pay period should be paid in the following pay period).

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 union representatives at each location shall work out procedures for implementing this policy of distributing overtime work.

I. Prior to implementing mandatory overtime a reasonable effort will be made to solicit volunteers.

J. The provisions of this Section shall not apply to employees on full travel status to the extent permitted by law.

### **Section 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 4      Rest Periods and Clean-up Time**

- A. Employees may be granted a rest period of up to fifteen (15) minutes per work day. Employees covered by recently expired contracts shall continue to enjoy the same rest period benefits provided for in such contracts.
- B. Employees covered by recently expired contracts entitling them to clean-up time shall continue to enjoy the same clean-up benefits provided for in such contracts.

#### **Section 5      Call Back Pay**

An employee who has left his/her place of employment after having completed work on his/her regular shift, and who is called back to a workplace 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. 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. Regular overtime rate shall only mean premium pay if the employee has exceeded forty (40) hours for the week. This provision shall not apply to Department of Children and Families' employees who work the After-Hours Emergency Response System (aka "Hotline"), who shall continue to receive premium pay for such work.

An employee who is called back to work as outlined above but is not called back to a work place shall receive a minimum of two (2) hours pay at his/her regular overtime rate. For the purpose of this Section, a "work place" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment. Regular overtime rate shall only mean premium pay if the employee has exceeded forty (40) hours for the week. This provision shall not apply to Department of Children and Families' employees who work the After-Hours Emergency Response System (aka "Hotline"), who shall continue to receive premium pay for such work.

#### **Section 6      Shift Differential**

- A. Employees of the Commonwealth rendering service on a second or third shift as hereinafter defined shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for each hour worked.
- B. For the purpose of this section only, a second shift shall be one that commences at 1:00 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.
- C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift, will receive an hourly differential pursuant to paragraph A of this Section.
- D. For employees who are required to work a second or third shift as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one half of the regular salary rate plus the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

## **Section 7      Stand-by Duty**

- A. An employee who is required by the department head to leave instructions as to where he/she may be reached in order to report to work when necessary shall be reimbursed at a rate not to exceed seventeen dollars and fifty cents (\$17.50) 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 duty.
- 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.
- D. Should an employee be called off stand-by duty to perform work, such employee shall receive, in addition to his/her stand-by pay, an additional pay for all hours worked on an overtime basis in accordance with Section 2 (overtime) and Section 5 (callback) of this Article and all other relevant provisions of this Agreement.
- E. When the practice has been for the Employer to provide the employees on stand-by with a beeper, this practice shall continue.
- F. An employee who is required by the Department head as a condition of employment to be available by electronic pager to report to duty immediately upon being paged shall be reimbursed at a rate not to exceed seventeen dollars and fifty cents (\$17.50) for such standby period.

## **Section 8      Weekend Differential**

- A. Employees of the Commonwealth rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of one dollar and twenty-five cents (\$1.25) per hour for each hour worked, provided, however, that no employee shall receive said weekend differential for more than one (1) shift per weekend.
- B. For the purposes of this Section, a weekend shift shall be defined as a shift that commences on or after 9:00 p.m. on Friday and concludes on or before 2:00 a.m. on Monday.
- C. The above hourly weekend differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a weekend shift. Eligible employees, who are required to work a weekend shift, or any portion thereof, on an overtime basis, replacing a worker who normally works such weekend shift, will receive an hourly differential pursuant to paragraph A of this Section.
- D. For employees who are required to work a weekend shift as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one-half of the regular salary rate plus the weekend differential for the number of hours in excess of forty (40) per week worked on such weekend shift.

## **ARTICLE 8 LEAVE**

### **Section 1     Sick Leave**

A.     Effective November 1, 2015, a full-time employee shall accumulate sick leave with pay credits at the following rate for each bi-weekly pay period of employment:

<b><u>Scheduled Hours</u></b>	<b><u>Sick Leave Accrued</u></b>
75 hours bi-weekly	4.326975 hours
80 hours bi-weekly	4.61544 hours

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. There shall be no limit to the number of unused sick leave credits, which an employee may accumulate.

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

C.     The above sections will not apply to teachers and supervisors in any school of any department whose weeks of service and basis of payment of salary are governed by Section 31 of Chapter 29 of the General Laws. Said employees will accumulate sick leave with pay credits at the rate of ten (10) work days for each school year of service. Regular part-time employees governed by this Section shall be granted sick leave credits in the same proportion as their part-time service bears to full-time service.

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

1.     When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury.
2.     An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
  - a.     caring for the spouse, foster child, step-parent, step-child, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, 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 (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 sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.
  4. An employee may 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 DCF 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 (1) day per month of paid leave available to employees for volunteer work under the Commonwealth's SERV volunteer programs for the above-cited foster care activities.
  5. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
  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.
- E. A full-time employee shall not accrue full sick leave credit for any biweekly pay period in which he/she was on leave without pay or absent without pay. Instead the employee shall earn sick leave credits based on the hours paid within the bi-weekly pay period.
- F. 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.
- G. Sick leave must be charged against unused sick leave credits in units of fifteen minutes, but in no event may the sick leave credits used be less than the actual time off.
- H. 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.
- I. 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 Chief Human Resources Officer 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.

J. A regular part-time employee shall not accrue full sick leave credit for any bi-weekly pay period in which he/she was on leave without pay or absent without pay. Instead the employee shall earn sick leave credits based on the hours paid within the bi-weekly pay period.

K. 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 illness, injury or 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.

L. 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 (see Appendix G-1 and G3). Sick leave abuse shall be defined as the use of sick time for purposes other than are listed in Section D above. 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, Dentist or Licensed Independent Clinical Social Worker working within his/her area of expertise, that he/she has personally examined the employee and shall contain the nature of the illness or injury (specific diagnosis not required); a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and the prognosis for the 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 list the address and telephone number of the attending physician or medical provider. Failure to produce such evidence within ten (10) days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

The medical provider's determination of the employee's incapacitation for duty shall be based upon the provider's assessment of the employee's health condition for the period of sick leave utilized, and by reviewing the employee's specific job duties and responsibilities as outlined in the Form 30 position description or current job description.

It is the Employer's responsibility to provide the employee with a copy of the Form 30 or current job description, G-1 and G3 forms.

M. When an employee requests FMLA leave, or when the Employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the Employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. Employees who have a serious medical condition qualifying for FMLA leave will obtain from their Healthcare Provider a completed "Certification of Healthcare Provider for Employee's Serious Health Condition" form (G1). The employee will return this form within 15 days of receipt. In the event of an unanticipated illness, an employee who returns to work within 8 days of the beginning of his/her absence will not be required to return form G1 to his/her employer.

N. 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 receive written notice from the Appointing Authority that specifically states the employee's actions leading to the removal and what is required of the employee before he/she returns to the workplace. Such notice shall be given to the employee at the time of the removal or within five (5) days of the removal.

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 or 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. The employee shall provide the Appointing Authority with appropriate medical documentation prior to or upon his/her return to the workplace.

O. 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, 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 shall be paid in the following order of precedence, as authorized by the Chief Human Resources Officer 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.

P. 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.

Q. 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 Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, 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 2 Domestic Violence/Sexual Assault or Stalking 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, his/her child(ren), elderly parent(s) and spouse or for attending to necessary legal proceedings or activities in instances where the employee or his/her child(ren), elderly parents and spouse is/are a victim(s) of domestic abuse, domestic violence, sexual assault or stalking and where the employee is not the perpetrator.

## **Section 3 Paid Personal Leave**

A. During the first full pay period in each January, persons employed as of September 1, 2011 will be credited annually with paid personal leave credits at the following rate (including such employees laid off and subsequently recalled):

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	37.500 hours
40.0 hours per week	40.000 hours

B. During the first full pay period in each January, full-time employees hired after September 1, 2011 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

C. Except as provided for herein, any personal leave not taken by the last Saturday prior to the first full pay period in January will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Employees' personal leave balances shall be charged for time used on an hour-for-hour basis, e.g. one hour charged for one hour used and may be used in conjunction with vacation leave. Charges to personal leave may be allowed in units of not less than 15 minutes. An employee who cannot utilize his/her personal leave in the months of November and December, due to the operational needs of the Department/Agency shall be permitted to carry-over one day of personal leave credit not utilized, to the next calendar year.

D. Nothing in this Section shall be construed as giving more than three (3) personal days (to employees hired after September 1, 2011) in a given year, or more than five (5) personal days (to employees on the payroll as of September 1, 2011) in a given year.



#### **Section 4      Bereavement Leave**

A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse, child, foster child, or step-child living in the household an employee shall be entitled to a maximum of seven days (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of the death of a child and within ninety (90) calendar days from the date of the death of the employee's spouse.

B. Upon evidence satisfactory to the Appointing Authority of the death of a step-parent, or person for whom the employee is legal guardian, parent, brother, sister, 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) days. Leave shall not exceed a period of four (4) days to be taken within thirty (30) days from the date of death or upon notice of said death, at the option of the employee.

C. Upon evidence satisfactory to the Appointing Authority of the death of a brother, sister, grandparent or grandchild of a spouse, an employee shall be entitled to leave without loss of pay for a maximum of one (1) work day taken within thirty (30) days from the date of death or upon notice of said death, at the option of the employee.

D. Paid leave granted under this Section shall be prorated for regular part-time employees.

#### **Section 5      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 6      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.

H. The parties agree to establish a statewide labor/management committee to discuss assaults on employees who are conducting official business.

## **Section 7 Military Leave**

A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, 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 Section 59 of Chapter 33 of the General Laws 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 of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

E. In accordance with Chapter 708 of the Acts 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 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      Family and Medical Leave**

### **A.      Family Leave**

1.          An Appointing Authority shall grant to a full-time or part-time employee who has completed her/his 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. The ability to take leave ceases when responsibility for a foster placement ceases.

2.          New employees who have completed six full months of employment but remain within their probationary period may request the appointing authority to waive their remaining wait time for FMLA. Such request shall include submission of satisfactory medical evidence that demonstrates either a.) an existing catastrophic illness; or b.) a problematic pregnancy that prevents the employee from being able to perform the functions of her position. Any leave granted under this waiver will be charged against the employee's FMLA leave as described in this section. The remaining rights and obligations under Section 8 shall apply.

3.          If an employee has accrued sick leave, personal leave, compensatory leave, or vacation credits at the commencement of his/her 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 her/his 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. The ten (10) days of paid leave granted under this Section shall be prorated for regular part-time employees.

**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. For this leave, under the Family and Medical Leave Act, 29 U.S.C. 26111 et seq., and accompanying regulations, 29 C.F.R. Part 825, the Employer will request medical certification at the time the employee gives notice of the need for leave or within five business days thereafter, or in the case of unforeseen leave, within five business days after the leave commences. Said certification shall be in accordance with Section 1 (l) of this Article. Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness the Appointing Authority shall grant the employee, on a one-time basis, up to an additional twenty-six (26) weeks of non-intermittent FMLA leave.

2. New employees who have completed six full months of employment but remain within their probationary period may request the appointing authority to waive their remaining wait time for FMLA. Such request shall include submission of satisfactory medical evidence that demonstrates either a.) an existing catastrophic illness; or b.) a problematic pregnancy that prevents the employee from being able to perform the functions of her position. Any leave granted under this waiver will be charged against the employee's FMLA leave as described in this section. The remaining rights and obligations under Section B shall apply.

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 an employee, spouse, child or parent has a serious medical condition, and is dependent upon the employee for care.

- a. Effective October 1, 2014 for new requests of intermittent FMLA and effective January 1, 2015 for employees currently on FMLA, employees who provide satisfactory medical documentation to support an intermittent FMLA may utilize up to 60 days of their FMLA allotment provided for in Section 8 (B) (1) for intermittent absences.
- b. Where intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.
- c. Such modified work schedules may include full time continuous leave, a change in job responsibilities, an alternative work option or a continuation of the intermittent leave beyond the sixty (60) days if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed within the previous 52 week period.
- d. At the expiration of the intermittent medical leave, modified work schedule, or job assignment that was agreed upon, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of his/her leave.
- e. In the event that no alternative is agreed upon and if the employer believes that operations are being unduly disrupted, the employer will give written notice to the Union and employee of the intent to terminate the intermittent leave.
- f. In such an event, no employee who then requests full time continuous leave and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying illness. Such leaves will be limited to the remainder of the 26 weeks of available FMLA leave and based upon their intermittent determination shall not be eligible for the catastrophic leave extension.
- g. The Appointing Authority shall maintain the ability to transfer an employee to an alternative position with no reduction of pay or benefits in order to avoid disruption of operations so as long as the transfer is reasonable and not meant to discourage the use of intermittent leave. Wherever practicable an employee transferred pursuant to this paragraph shall be given 10 days' notice of such transfer.
- h. In the event that the employer gives notice of its intent to terminate the intermittent leave, and the affected employee does not wish to access any remaining full-time leave benefits as described above, the Union may request expedited impartial review by an arbitrator to determine whether the Agency has made a reasonable attempt to accommodate the need of the employee's intermittent leave beyond the sixty (60) days and whether or not the leave unduly disrupts operations. Said review must be requested within 10 calendar days of the notification that the leave will be terminated. The status quo ante shall be preserved pending the decision

of the arbitrator, unless the proceedings are unreasonably delayed due to the part of the Union or the Employee.

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

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 her/his 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 there under.

8. An employee is not entitled to more than twenty-six (26) weeks of family/medical leave (combined) in a twelve (12) month period. For this purpose, a rolling twelve (12) month period will be used, measured backward from the date the leave is first used.

C. When an employee is on leave under Sections A and B above, the Employer may temporarily backfill the vacant position.

## **Section 9 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 or not the child (or children) 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 10 Maternity/Adoptive Leave**

Refer to paragraph A.7. of Section 8 of this Article.

#### **Section 11 Foster Parent Leave**

Refer to paragraph D.4. of Section 1 of this Article.

#### **Section 12 Educational Leave**

A. 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.

B. Each year twenty (20) Unit 8 and 10 employees shall be granted a paid leave of absence in accordance with the policies of the Employer for educational purposes. At the request of the Union, the Employer shall provide the Union with the names and work addresses of employees on paid leave under this Section.

#### **Section 13**

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.

## Section 14 Paid Family Medical Leave (PFML)

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

B. During an approved qualifying leave, employees may elect as to whether they would like to utilize their accruals or apply for a paid benefit from the DFML. If an employee requests and is approved for a benefit from the DFML, he or she must exhaust his or her approved allotment of PFML benefit time prior to utilizing any additional accruals from the employer for that qualifying leave.

## ARTICLE 9 VACATIONS

### Section 1

Effective November 1, 2015, the vacation year shall be the first full pay period in January through the last full pay period inclusive of December 31<sup>st</sup> of the same calendar year.

### Section 2

A. Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth at the end of each pay period as follows:

<u>Length of Service</u>	<u>Scheduled Hours Bi-Weekly</u>	<u>Accrued Credit Bi-Weekly</u>
Less than 4.5 years	75.0	2.88465 hours
	80.0	3.07696 hours
4.5 years but less than 9.5 years	75.0	4.326975 hours
	80.0	4.61544 hours
9.5 years but less than 19.5 years	75.0	5.7693 hours
	80.0	6.15392 hours
19.5 years or more	75.0	7.21155 hours
	80.0	7.69232 hours

B. For determining vacation status under this Article, "creditable service" only shall be used.

All service beginning on the first working day at the beginning of a pay period in the state agency where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three years or more in such service as referred to in Section 12 of this Article. Employees whose service commences during the middle of a bi-weekly pay period shall have vacation credits prorated accordingly.



C. Employees hired on or after July 1, 2018 with at least 4.5 years of relevant work experience at the time of hire, shall begin to accrue vacation credits at the rate of 4.326975 hours (75/biweekly) or 4.61544 hours (80/biweekly). An employee's relevant work experience will be determined by the Appointing Authority's analysis of said employee's prior work history. Said employees will remain at this rate until they reach 9.5 years of creditable service with the Commonwealth.

The Appointing Authority shall notify new employees in writing at the time of hire that they may request credit for prior relevant work experience. Employees shall have six months from the date of notification to file a request for such credit. If the employee fails to file a request within the allotted six months, he/she shall be eligible to receive enhanced vacation accrual on a prospective basis.

- See attached Vacation MOU Regarding Current Employees

### **Section 3**

A full-time employee on leave without pay and/or absent-without pay during the pay period shall not accrue full vacation leave credit(s). Instead, the employee shall earn vacation leave credits based on the hours paid within the bi-weekly pay period.

### **Section 4**

Employees will be credited with the next higher-level accrual status during the pay period that includes July 1 of the fiscal year that the employee reaches the higher accrual status.

### **Section 5**

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

### **Section 6**

A regular part-time employee on leave without pay and/or absent without pay during the pay period shall earn vacation leave credits based on the hours worked or paid within the bi-weekly pay period.

### **Section 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 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 to the new calendar year beginning with the first full pay period in January for use during the following vacation year. Annual earned vacation leave credit not used by the last full pay period inclusive of December 31<sup>st</sup> 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 September 30 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 union representatives at each work location shall work out procedures for implementing this policy of granting time off. Department heads and union representatives at each Appointing Authority shall work to develop procedures intended to enhance an employee's ability to access and utilize leave time.

Grievances concerning the denial of vacation time shall be filed directly at Step III of the grievance procedure.

## **Section 9**

Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged to vacation leave upon request of the employee and subsequent approval by the Appointing Authority.

## **Section 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 fifteen-minute increments.

## **Section 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 separation, provided that no monetary or other allowance has already been made therefore.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the Chief Human Resources Officer 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 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 under Section 2 of this Article. No credit for previous service may be allowed where reinstatement occurs after an absence of three (3) years unless approval of the Chief Human Resources Officer is secured for any of the following reasons:

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

## **Section 13**

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

## **Section 14**

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 15**

If an employee is on industrial accident leave and has available vacation credits which have not been used, and who, because of the provision 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 in the new calendar year beginning with the first full pay period in January.

## **Section 16**

The vacation provisions of this Article shall not apply to teachers or supervisors employed at any school in any department of the Commonwealth whose weeks of service and basis of payment of salary are regulated by Section 31 of Chapter 29 of the General Laws.

## **Section 17**

Non-teaching employees in any school within any department of the Commonwealth, whose regular service is rendered between September 1 and June 30, may be granted the vacation leave to which he/she is entitled either during the period of his/her regular service, or after the expiration thereof, as is determined by the Appointing Authority of such employees. Such employees shall be credited with ten twelfths of vacation allowance per school year if otherwise eligible.

## **Section 18**

The State-Wide Labor-Management Committee established pursuant to Article 25 of this Agreement shall be the forum for discussion of vacation-related issues.

## **ARTICLE 10 HOLIDAYS**

### **Section 1**

The following days shall be holidays for employees:

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive pay for 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 5**

An employee required to work on a holiday shall receive a compensatory day off with pay within sixty 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 agency/department 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 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 approval by 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 7**

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

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 Union feels that said denial was arbitrary or capricious.

## **Section 8**

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

## **Section 9**

Employees of the Commonwealth rendering service on New Year's Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall receive a holiday differential of one dollar and twenty-five cents (\$1.25) for each hour worked.

## **ARTICLE 11 EMPLOYEE EXPENSES**

### **Section 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 will 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 location. With the approval of the Chief Human Resources Officer, an employee's home may be designated as his/her regular office by his/her Appointing Authority, for the purposes of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

D. A Special Labor/Management Committee shall be established to discuss parking for employees who are required to utilize their private vehicles to perform essential job duties and where office parking is limited or not available.

### **Section 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>Maximum Allowance</u>	<u>Applicable Period</u>
Breakfast	\$3.75	3:01 a.m. to 9:00 a.m.
Lunch	\$6.50	9:01 a.m. to 3:00 p.m.
Supper	\$9.50	3:01 p.m. to 9:00 p.m.

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 six (6:00) a.m., for lunch if such assignment ends before noon (12:00 p.m.) or for supper if such assignment ends before ten (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 six (6:00) a.m., for lunch if such an assignment ends before noon (12:00 p.m.) or for supper if such assignment ends before six (6:00) p.m.

D. For travel of less than twenty-four (24) hours commencing two (2) 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 (2) 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 3**

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

Breakfast	3:01 a.m. to 9:00 a.m.	\$3.25
Lunch	9:01 a.m. to 3:00 p.m.	\$4.25
Dinner	3:01 p.m. to 9:00 p.m.	\$6.25
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$3.25

### **Section 4**

Those employees who are on full travel status for the purpose of exercising care and custody of patients, clients or prisoners shall receive payment of \$15.00 for each such twenty-four (24) hour period. After completion of one or more such consecutive twenty-four (24) hour periods, if such an employee continues on full travel status for at least an additional six (6) hours but less than an additional twenty-four (24) hours, that employee shall be entitled to receive the payment of \$15.00 for such final period of full travel status.

### **Section 5**

Any employee who is authorized to use his/her personal automobile for travel related to his/her employment shall be eligible for a car allowance. The allowance shall be paid quarterly to such employees for mileage incurred while operating their private vehicle in the course of official Commonwealth business according to the following formula:

- A. Employees who drive 2,000 or more miles in any quarter shall be eligible for a quarterly reimbursement of two hundred and fifty-six dollars (\$256.00).
- B. Employees who drive at least 1,000 but fewer than 2,000 miles in any quarter shall be eligible for a quarterly reimbursement of one hundred and seventy-one dollars (\$171.00).
- C. Employees who drive at least 700 but fewer than 1,000 miles in any quarter shall be eligible for a quarterly reimbursement of eighty-six dollars (\$86.00).
- D. Employees who drive 500 but fewer than 700 miles in any quarter shall be eligible for a quarterly reimbursement of sixty-two dollars (\$62.00).
- E. Employees who drive at least 300 but fewer than 500 miles in any

quarter shall be eligible for a quarterly reimbursement of forty-nine dollars (\$49.00).

## **Section 6**

Every effort will be made to reimburse employees as soon as administratively possible provided that all requests for reimbursements are submitted to the employee's Appointing Authority within sixty (60) days from which the employee incurred such expense (follow agency policy for reimbursement at the end of the fiscal year). The parties understand that late submissions of expenses of more than 60 days can cause delays in reimbursement and have a negative impact on the agency budget; therefore the parties agree to encourage employees to submit the reimbursements within 60 days.

## **ARTICLE 12 SALARY RATES**

### **Section 1**

The following shall apply to full-time employees:

- A. Effective the first full pay period in January 2020, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two and one-half percent (2.5%) increase in salary rate.
- B. Effective the first full pay period in January 2021, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.
- C. Effective the first full pay period in January 2022, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.
- D. All members who are currently active upon the date of signing of the SEIU, Local 509 CBA MOU, will receive a one-time COVID Recognition Payment of one and one-half percent (1.5%) of their base salary. (A minimum amount of \$1,000 shall be set for the one-time payment.)

### **Section 2**

Employees who receive a "Below" rating on their annual EPRS evaluation shall not be eligible to receive the bonus payment or salary increases 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 24A of this Agreement and will become eligible for the salary and step rate increase previously denied effective upon the date of receiving a "Meets" or "Excels" rating.

### **Section 3**

The salary rate for employees hired, reinstated or reemployed on or after July 1, 1990 shall be Step 1 for the job group of his/her position except in cases where a new



employee is hired by a Department/Agency at a salary rate approved by the Chief Human Resources Officer above Step 1.

#### **Section 4**

A. Under the terms of this Agreement, an employee shall advance to the next higher salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her Appointing Authority. An employee shall progress from one step to the next higher step 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 anniversary date.

B. In the event an employee is denied a step rate increase by his/her Appointing Authority, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off payroll is not creditable service for the purpose of step rate increases, except in circumstances when an employee qualifies for Family and Medical Leave (FMLA) Paid Family and Medical Leave (PFML), or any other unpaid leave take pursuant to Article

#### **Section 5**

A. Whenever an employee paid in accordance with the salary schedules provided in Appendices A-1 through A-2 of this Agreement receives a promotion to 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; and
3. Multiply the employee's current salary rate by one and three one hundredths (1.03); then,
4. Compare the higher of the resultant amounts from 2) and 3) above to the salary rates for the higher job group into which the employee is being promoted.
5. The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from 4) above.

B. For the purpose of this section, the Educational Incentive shall be included with base pay when calculating step placement when an employee moves from a title that does not have a degree requirement to a title that has a degree requirement.

#### **Section 6**

A. The salary rates of full-time employees are set forth in Appendices A-1 and B-1 of this Agreement which are attached hereto and are hereby made a part of this Agreement.

- B. The salary rates set forth in said appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.
- C. Employees shall be compensated on the basis of the salary rate for their official job classification.

## **Section 7**

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.

## **Section 8**

- A. An employee entering a position within a bargaining unit covered by this Agreement from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.
- B. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade, which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement, shall be placed at a step in grade in accordance with the provisions of Section 5 of this Article.
- C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade which is the equivalent of a higher salary grade in a bargaining unit not covered by this agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months.
- D. Any employee who, as a result of a reduction in force, is demoted in grade shall have his/her salary calculated as step to step, unless the employee's years of creditable service in the job grade to which he/she is demoted or higher job grade equates to a higher step. For employees that were recruited into the higher job grade, professional recruitment/comparable service credit shall be counted as credible service. No employee subject to this provision shall receive a salary in his/her lower grade or title that exceeds his/her salary prior to the demotion.

## **Section 9**

Effective January 9, 2005 persons employed in the titles Teacher C, Teacher D and Teacher E shall be paid in accordance with the provisions of Section 1, paragraphs A, B and C and Sections 2 through 10 of this Article and with the salary schedules provided in Appendices B-1 through B-2 of this Agreement.

## **Section 10**

Effective July 1, 2001, or on such a later date as may be determined by the Employer, all employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

Effective July 1, 2001, salary payments shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

## **Section 11 Bilingual Differential**

Effective July 9, 2017, employees who are authorized by their Appointing Authority or his/her designee to provide bilingual services as a significant component of their job shall receive a differential of fifty dollars (\$50.00) per bi-weekly pay period. The provisions of this Section shall not apply to an employee who is otherwise specifically compensated to provide such service but shall be applicable to employees who provide bilingual services in sign language.

## **ARTICLE 13 GROUP HEALTH INSURANCE CONTRIBUTIONS**

### **Section 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.

## **ARTICLE 13A HEALTH AND WELFARE**

### **Section 1 Creation of Trust Agreement**

The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union. The Board of Trustees of the Health and Welfare Fund shall determine in their 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 2 Funding**

A. Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time equivalent thirteen dollars and fifty cents (\$13.50) per calendar week.

Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full time equivalent fourteen dollars (\$14.00) per calendar week.

Effective the first pay period in July 2013, the Employer agrees to contribute on behalf of each full-time employee equivalent fourteen dollars and fifty cents (\$14.50) per calendar week.

Effective the first pay period in December 2013, the Employer agrees to contribute on behalf of each full-time employee equivalent fifteen (\$15.00) dollars per calendar week.

B. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than: to (1) provide health and welfare benefits; (2) to develop an Employee Wellness Program; and (3) to pay the operating and administrative 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 during which contributions were collected.

### **Section 3 Non-Grievable**

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 Union.

### **Section 4 Employer's Liability**

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged hereby with, 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. The Employer's liability shall be limited to the contributions indicated under Section 2 above.

## **ARTICLE 13B TUITION REMISSION**

Full-time employees shall be eligible for tuition remission as follows: (For the UMass system, "tuition remission" is defined as the "student tuition credit").

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 offered 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, 1997, 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.

### **ARTICLE 13C DEPENDENT CARE**

The Employer shall continue the voluntary Dependent Care Assistance Plan (DCAP), which complies with the requirement for federal tax deductibility.

### **ARTICLE 14 SENIORITY, TRANSFERS, PROMOTIONS, REASSIGNMENTS, FILLING OF VACANCIES, AND NEW POSITIONS**

#### **Section 1**

A promotion shall mean advancement to a higher salary grade within the jurisdiction of the employee's Appointing Authority or an appointment to another title, which is not to a higher salary grade, but where substantially dissimilar requirements prevent a transfer under Section 4.

This Article is applicable to all promotions except those reasonably anticipated to be for less than one year and its application in all cases is restricted to employees who possess the educational, training, and/or experience requirements established by the Chief Human Resources Officer for appointment to the relevant position. This Article shall apply when promoting full-time employees to positions other than positions to be filled by appointment from a civil service eligible list.

In the event that a Civil Service examination for a position has been administered but scores have not been announced, the Appointing Authority shall initially restrict eligibility for application for promotion to such position to those employees who have taken the examination. In the event that Civil Service has published an eligible list of those who passed a Civil Service examination for a position but has not certified said list, the Appointing Authority shall initially restrict eligibility for application for promotion to such position to those who passed said examination.

All vacancies, excluding those reasonably anticipated to be for less than one year, shall be posted but will not limit the Employer from hiring from outside the Department/Agency. The Department/Agency may receive applications from persons outside the Department/ Agency and consider such applications in conjunction with applications from employees within the Department/Agency for any vacancy posted under the provisions of this Article. In the event a person is hired from outside the Department/Agency, such action shall be subject to the grievance procedure through

Step III as provided by Article 23A of the Agreement if the Union alleges such employee does not meet the minimum requirements for the vacancy as determined by the Chief Human Resources Officer. Both parties agree to submit the issue of hiring from the outside to a study committee. Such committee will, during the life of this Agreement, address the problems inherent in such hiring and will recommend possible solutions.

Where the Union files a grievance over the non-selection of an employee(s), the Union shall be limited to advancing to arbitration the grievance of one (1) non-selected employee per vacancy. The Union shall specify such grievant in writing at the time of filing its demand for arbitration.

## **Section 2**

A. For positions in job grades 2 through 12 in Bargaining Units 8 and 10, the Appointing Authority will select the employee who is qualified to perform the work with the longest length of service in the work unit containing the vacancy. The Appointing Authority will make the selection from the appropriate applicants as set forth in paragraph C of this Section on the basis of ability to do the job and seniority within the appropriate work unit(s).

B. The following procedures shall apply to promotions made pursuant to this Article within Bargaining Units 8 and 10 to positions in job grade 13 and above which have not been excluded from this procedure under the provisions of paragraph E of this Section.

The following factors in priority shall be used by the Appointing Authority or his/her designee in selecting the employee for a promotion:

1. Ability to do the job.
2. Education and training related to the vacant position.
3. Seniority as measured by length of service within the Appointing Authority.
4. Experience in related work.
5. Work history.

C. For promotions made pursuant to this Article, the Appointing Authority shall consider applicants and post promotional opportunities in the following sequence:

1. Within the work unit.
2. Within all other work units under the jurisdiction of the Appointing Authority.

The work unit and/or work units shall be designated by the Appointing Authority. Once designated the work unit and/or work units shall not be arbitrarily changed.

D. Unsuccessful applicants for posted vacancies shall receive a Notice of Non-Selection form (Appendix E) stating the reason(s) for non-selection in accordance with

the criteria contained in Sections 2A and 2B of this Article. Such notice shall be given at the time the vacancy is filled. Grievance time frames will not initiate until the unsuccessful applicant receives such notice of non-selection.

E. The titles specified in Appendix D of this Agreement are excluded from the promotion procedure set forth in this Article. The Employer shall provide to the Union as soon as compiled a list of the titles in those departments/agencies not listed in Appendix D to be excluded from the provisions of this Article.

The Union may negotiate with the Employer over the job titles added to Appendix D, which it believes should be subject to the provisions of this Article. If the parties are unable to agree as to whether a title(s) should be covered by this Article, the Union may submit its request for inclusion of specified title(s) directly to arbitration in accordance with Step IV of the grievance procedure. All titles in the Employer's list shall be excluded from the promotion procedure under this Article until such time as an arbitrator determines that such title(s) should be covered by the provisions of this Article. Any titles, which are not on a list of excluded titles, shall be covered by the provisions of this Article.

In the event that new titles are created by the Chief Human Resources Officer, which the Employer considers necessary to be excluded from the provisions of this Article, it shall so notify the Union. The Union may negotiate with the Employer over whether such new titles shall be subject to the provisions of this Article.

If the parties are unable to agree as to whether a new title(s) should be covered by this Article then the Union may submit its request for inclusion of specified title(s) to arbitration in accordance with the grievance procedure provided for in this Agreement. All new titles on the Employer's list shall be excluded from the promotion procedure under this Article until such time as an arbitrator determines that such titles should be covered by the provisions of this Article. Any titles, which are not on a list of excluded titles, shall be covered by the provisions of this Article.

In deciding whether or not additional titles should be added to the list of titles in Appendix D, the arbitrator shall base his/her decision on whether or not the nature and character of the new titles is consistent with the nature and character of the titles already listed in Appendix D and on other appropriate factors.

### **Section 3**

A. Positions to be filled under the provisions of this Article shall be posted electronically and on appropriate bulletin boards throughout the appropriate work unit(s) for at least ten (10) calendar days. The Appointing Authority may reasonably determine the positions in which employees must be employed and/or the requisite experience the employees must possess in order to be eligible to apply for a given promotion. The job posting shall include the job title, the current specific duties and qualifications in accordance with official job specifications, license and registration, salary grade, area of position, schedule of shift hours and days off.

B. An employee promoted in accordance with this Article whose performance is "Below" expectations may be returned to his/her previous job title under the jurisdiction

of the Appointing Authority. If an employee's performance is determined to be "Below" expectations at any time during the following probationary periods such determination shall not be subject to the grievance procedure:

Job grades 2 through 12	-	three months
Job grades 13 and above	-	six months
Any employee in a Professional Unit	-	nine months

C. If the employee so requests within two (2) weeks prior to the mid-point of the above designated probationary periods, his/her supervisor shall meet with the employee and a union representative to discuss the employee's performance in the position.

D. At any time prior to the mid-point of the above-designated probationary periods, an employee may request to return to his/her former job title under the jurisdiction of the Appointing Authority and such request will be granted.

E. In the event an employee is returned to his/her former job title, the employee displaced by such return shall be returned to his/her former job title and will be placed back to the step that he/she held prior to accepting the promotion. However, if the employee's anniversary date occurred while in the higher title, the employee will be placed in that step and anniversary date, as if the promotion did not occur. Where more than one position in the back filled job title was filled pursuant to this Article, the employee last selected shall be the one displaced.

F. If an employee is returned to his/her former job title pursuant to the provision of Paragraph B of this section, said employee will not be eligible for promotion pursuant to this Article for a period of nine (9) months.

G. Notwithstanding the above paragraphs, employees may return to their former job titles under these provisions provided there is a position available under the jurisdiction of the Appointing Authority. In the event a position is not available under the jurisdiction of the Appointing Authority said employee shall be covered by the layoff and recall Article of the Agreement.

H. All promotions made pursuant to this Article shall be temporary or provisional appointments at least until the completion of the probationary period. All vacancies resulting from an employee's promotion pursuant to this Article shall be filled temporarily or provisionally at least until the promoted employee has completed his/her probationary period.

I. Notwithstanding the above paragraphs, employees may, upon request, be granted a demotion under the provisions of this Article provided there is a position available under the jurisdiction of the Appointing Authority. The employee will be placed back to the step that he/she held prior to accepting the promotion. However, if the employee's anniversary date occurred while in the higher title, the employee will be placed in that step and anniversary date, as if the promotion did not occur.

J. No provision of the salary plan shall be used to discourage internal promotions.

K. The Arbitrator shall not have the ability to select the successful candidate for the position. The limit on the remedial jurisdiction of the arbitrator shall not apply if the



Appointing Authority re-selects the original successful candidate following an order to repost the position and the arbitrator finds a new violation of Article 14. If a redetermination of the selection process is ordered, it shall be limited to the original pool of applicants.

## **Section 4      Transfers and Reassignments**

### **A.      Transfers**

1.      For the purpose of this Section a transfer shall be defined as:
  - a.      a change from one work unit or work facility to another work unit or work facility in the same Department/Agency without any change in classification; or
  - b.      a substantial change in duties without a change of work unit or facility as long as the requirements for appointment are not substantially different.
2.
  - a.      An employee seeking a transfer to a different work unit shall submit a written transfer request to his/her Appointing Authority or designee prior to the posting of any vacancy. In Agencies that utilize continuous postings for specific positions, an employee shall submit a written transfer request prior to the authorization to fill a vacancy.
  - b.      An employee seeking a transfer to a different work facility under the jurisdiction of another Appointing Authority shall submit a written transfer request to that Appointing Authority or designee prior to the posting of any vacancy. In Agencies that utilize continuous postings for specific positions, an employee shall submit a written transfer request prior to the authorization to fill a vacancy.
3.
  - a.      Selection between employees seeking a transfer other than a substantial change in duties shall be made on the basis of seniority from among those employees considered by the Appointing Authority to be able to adequately perform the duties of the position.
  - b.      An employee seeking a transfer involving a substantial change in duties shall submit a written transfer request to his/her Appointing Authority or designee and selection shall be made on the basis of seniority from among those employees considered by the Appointing Authority to be qualified to perform the duties of the position.
4.      Requests for transfers shall be kept on file and shall be considered and, where appropriate, implemented by the Appointing Authority or designee prior to the posting of any vacancy. In Agencies that utilize continuous postings for specific positions, an employee shall submit a written transfer request prior to the authorization to fill a vacancy.
5.      An employee who moves from one Appointing Authority within a Department/Agency to another facility under a different Appointing Authority within the same Department/Agency without a change in classification or job title

and without an interruption of continuous service shall retain all seniority for the purpose of this Agreement and shall not otherwise be subject to a probationary period.

6. In order for any transfer pursuant to this Section to be considered by the employer, the request shall be submitted in writing and on file prior to the employer's posting of any vacancy. In Agencies that utilize continuous postings for specific positions, an employee shall submit a written transfer request prior to the authorization to fill a vacancy.

7. The Commonwealth shall establish centralized and accessible agency transfer lists no later than January 1, 2019.

B. Reassignment

1. For the purpose of this section a reassignment shall be defined as a change involving different days off, shift or work location, but without a substantial change in duties and without any change in work unit or classification.

2. An employee seeking a reassignment shall submit a written request to his/her Appointing Authority or designee.

3. Selection between employees seeking a reassignment shall be made on the basis of seniority.

C. Procedures

1. Written request for transfer/reassignment shall remain active and on file for a period of twelve (12) consecutive months from the date of submission by the employee seeking the transfer/reassignment. Transfer/reassignment requests not approved within this period must be resubmitted by the employee in order to remain active for consideration.

2. Nothing in this Section shall be interpreted to preclude an employee from requesting and/or an Appointing Authority from granting any transfer/reassignment not referred to in this Section.

3. Except in extraordinary situations, new employees shall have no transfer rights until the completion of their probationary period.

4. Employees who are granted a voluntary transfer shall work in the position into which they have transferred for twelve (12) months before another voluntary transfer request may be granted.

5. Notwithstanding the above sentence, the Employer may, at its sole discretion, grant an employee another voluntary transfer within the aforementioned twelve (12) month period.

D. Transfers and Reassignments by the Employer

1. In the event it becomes necessary for the Employer to involuntarily transfer or reassign an employee, the Employer will strive to provide the employee with fifteen (15) working days written notice, but will provide no fewer than ten (10) working days prior written notice, except in cases of emergencies 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. Such written notice will be copied to the Union. In emergency situations management shall, at the Union's request, provide the reason(s) for the transfer/reassignment. However, a declaration of said emergency shall not be used for the purpose of avoiding the payment of overtime. The Employer shall use the joint criteria of ability to do the job and inverse seniority in determining which of the potentially affected employees shall be transferred/reassigned

2. Reassignment shall not be implemented for disciplinary reasons that are arbitrary and/or capricious.

3. The Commonwealth and the Union recognize the efficiency of promoting energy saving endeavors by offering an alternative to employees who may commute lengthy distances to and from their homes to work. The parties therefore agree to initiate a pilot program to implement job swapping opportunities between employees that work in the same job title and functions and within the same agency, but at geographically disparate work locations. Employees requesting a swap may file their request with the Agency's human resource office. When two or more employees submit matching swap requests the Agency shall favorably consider the swap unless one or more of the following conditions apply:

1. The swap would unduly interrupt client services or operational efficiency at either or both of the swap locations
2. One or more of the applicants has had an unsatisfactory performance review in the preceding year or one or more of the applicants currently has a corrective action plan in place
3. One or more of the applicants would be unable to perform the duties of the position to which they wish to swap without substantial training

An employee who enters into a swap will not be able to do so again for two (2) years. Employees shall not be able to enter into a swap during their new employee or promotional probation period, nor within twelve (12) months of entering a job title.

Swap requests by two or more employees to the same position shall be determined by seniority as measured by length of service within the Agency. If seniority is equal, then length of state service will be used to determine the more senior employee.

The Office of Employee Relations, the designated Pilot Agencies and the Union shall establish a committee to review and monitor implementation of this program and recommend changes as necessary. This pilot program shall be in effect for two years from date of signing and shall be implemented in DEEC, MRC and MassHealth.

The parties agree that there shall be a special Labor Management Committee established to discuss telecommuting, 4-day work weeks and additional energy saving endeavors.

**E. Implementation**

1. For the purpose of this Section, seniority shall be defined as length of service in the Department/Agency. If seniority in the Department/Agency is equal, then length of state service will be used to determine the more senior employee.
2. The Employer and the Union at the Agency level shall develop simplified forms and procedures to implement the transfer and reassignment language contained in this Section and shall review its functioning periodically.

**Section 5**

All employees covered by this Agreement whose employment in a particular area, facility or Department/Agency is being phased out and who are being transferred or reassigned to another facility, area or Department/Agency covered by the provisions of this Agreement or any amendments thereto, shall bring to that area, facility, or Department/Agency all seniority rights they hold at the time of said transfer or reassignment.

**Section 6**

The Employer shall appoint to a permanent non-Civil Service vacancy the temporary employee with the most seniority in the job title within the work unit.

**ARTICLE 15  
CONTRACTING OUT**

**Section 1**

There shall be a Special Labor Management Committee to advise the Secretary of A & F on contracting out of personnel services. The Committee shall consist of four (4) persons designated by the President of SEIU Local 509/Secretary of the Alliance and four (4) persons designated by the Chief Human Resources Officer. Said Committee shall develop and recommend to the Secretary of A & F procedures and criteria governing the purchase of contracted services by the Commonwealth where such services are of a type traditionally performed by bargaining unit employees.

**Section 2**

In the event that the President of SEIU Local 509/Secretary of the Alliance who represent(s) the affected employees, desire(s) to discuss the purchase of services which are of the type currently being provided by employees within a Department/Agency covered by this Agreement, that Principal(s) shall request in writing a meeting of the Special Labor Management Committee established in Section 1. The Committee shall examine both the cost effectiveness of such contracts and their impact on the career development of SEIU Local 509 members. In the event that the parties fail to reach an agreement in the Committee, the parties agree to submit the matter to an expedited fact-finding process.

### **Section 3**

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 Union shall be notified and the Employer and the Union shall discuss the availability of similar 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.

The Commonwealth will at all times comply with the provisions of Chapter 296 of the Acts of 1993.

### **Section 4**

The parties agree that payroll arrangements such as the use of personal service contractors ("03"), vendor employees ("07"), and temporary employees have appropriate uses in the Commonwealth's total personnel management plan but that such arrangements are not appropriate for use as substitutes for regular state employees. The parties agree to work together during the life of this Agreement to more clearly identify those situations where such arrangements are being utilized inappropriately and to correct them, and to discuss other of the Union's related interest in the vendor contracting system.

### **Section 5**

Persons who, prior to appointment to a state position as a regular "employee" (01 or 02) had rendered service under the direct control of the Commonwealth under the same or similar conditions of employment as 01 or 02 employees and who had been paid out of the 03 or 07 subsidiary accounts shall, upon becoming an "employee", be entitled to have the time worked under said 03 or 07 account considered subject to existing rules only for the following purposes:

- A. for placement on the step system under Article 12 of the collective bargaining agreement;
- B. for determining "continuous service" solely as it relates to "vacation status" under Article 9;
- C. for determining the seniority of said person(s) for the purposes of Articles 14 and 18.

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 (01 or 02) as employees in bargaining units 8 and 10.

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

The Employer shall notify employees in writing at their time of hire, on a form agreed-to by the parties, that they may request credit for prior service as a personal service contractor (03) or vendor employee (07). Employees shall have one (1) year

from the date of notification to file a request for such credit. If the employee fails to file a request within the allotted one (1) year, they shall only be eligible to receive creditable service on a prospective basis.

## **ARTICLE 16 OUT OF TITLE WORK**

### **Section 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 regular duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.

### **Section 2 Work in a Higher Classification**

A. 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. Where the Appointing Authority anticipates that said assignment shall be for a period of more than thirty (30) days, the Appointing Authority or his/her designee shall provide the employee with written notice of the assignment to the vacancy, as soon after the beginning of the assignment as is administratively feasible.

B. The Employer shall not utilize the provisions of this Section to circumvent the provisions of Article 14 of this Agreement.

C. The provisions of paragraph B of this Section shall not be subject to the arbitration provisions of Article 23 and Article 23A of this Agreement.

### **Section 3 Overtime Compensation**

A. An employee who has been assigned to work in a higher classification shall have any overtime payments calculated on the step of the grade of the higher classification to which he/she has been assigned and upon which his/her regular weekly "out of title" salary is based.

B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

## **ARTICLE 17 CLASSIFICATION AND RE-CLASSIFICATION**

### **Section 1 Class Specifications**

The Human Resources Division shall determine:

- A. job titles;
- B. relationship of one classification to the others; and
- C. job specifications.

The Human Resources Division shall consult with the Union regarding changes to existing job specifications or reallocations of existing classes.

The Employer shall provide the Union with a copy of the class specification of each title covered by this Agreement for which such a specification exists. Each employee shall be given a copy of the Class Specifications for his/her job title within thirty (30) days of requesting it from his/her Appointing Authority.

## **Section 2 Employee Access**

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

## **Section 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 Chief Human Resources Officer 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 23A herein.

## **Section 4**

There shall be a Labor/Management Committee established to investigate instances of misclassification.

The Committee shall consist of two (2) persons from the Human Resources Division and two (2) persons from the Union.

## **Section 5**

Where the Union believes that a job specification or the name of a job title is either inaccurate or inappropriate, it may present information regarding such inaccuracies or inappropriateness to the Human Resources Division for review and adjustments as needed to the job specification and/or job title.

# **ARTICLE 17A CLASS REALLOCATIONS**

## **Section 1**

Class reallocations may be requested by the President of SEIU Local 509/Secretary of the Alliance whenever he/she believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation request and other state positions. In the event the Chief Human Resources Officer agrees that such an inequity exists and in the event such reallocation shall result in the need for a funding request to implement the reallocation, the Chief Human Resources Officer may pursue options for funding at the time of issuance of said concurrence, or defer discussion on funding to negotiations for a successor Collective Bargaining Agreement, at the sole discretion of the Chief Human Resources Officer.

## **Section 2**

The Employer and the Union agree that the procedure provided in Section 1 shall be the sole procedure for class reallocation for all classes covered by this Agreement. No other class reallocations shall be granted under any other provisions of this Agreement.

## **Section 3**

The parties acknowledge that the classification plan covering titles in Units 8 and 10 addresses the issue of pay equity/comparable worth. The class reallocation process contained in this Article shall be the procedure for addressing any additional pay equity/comparable worth concerns about titles within bargaining units covered by this Agreement.

# **ARTICLE 18 RECALL PROCEDURE**

## **Section 1**

A. In the event that the Department/Agency shall lay-off a non-Civil Service employee because of a reduction in force, the least senior employee in the title in the Department/Agency, with seniority defined as service in the Department/Agency, shall be laid off.

B. The Department/Agency shall maintain a recall roster from which laid-off employees will be recalled to positions to be filled in accordance with their seniority and in accordance with their qualifications to perform the work.

C. An employee laid-off shall remain on the recall list for three (3) years, except an employee who is offered recall to a position in the same job grade as the position from which he or she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time.

D. The Union acknowledges that the Department/Agency will not be liable for failure in the administration of the recall roster due to employee error or omission.

## **Section 2**

In the event there is a reduction in work force within a Department/Agency, which will result in bumping, and layoff, the Human Resources Division will encourage the department/agency to develop a Voluntary Layoff Incentive program for affected employees.

## **Section 3**

The following shall be applicable to all Bargaining Unit 8 and 10 employees except for those employees covered under Section 4 below.

A. Definition - as used in this Article, the words below shall have the following meanings:



1. Seniority - shall mean the total of all services rendered within the Department/Agency. (Except that within the Department of Social Services where seniority is equal, the length of state service will be used to determine seniority). Any previous break in service and any previous time off the payroll in excess of thirty (30) calendar days shall be excluded from total seniority (excepting approved educational, maternity, military, industrial accident, and any other paid leave).

2. Employee - shall mean all non-permanent employees whose lay-off is not governed by Chapter 30 or 31 of the General Laws. It is understood that persons holding temporary Civil Service appointments are employees for the purposes of determining the order of lay-off or recall within the class of other temporary employees with respect to the same title.

B. Notice to Union

1. In the event management becomes aware of an impending reduction in the work force, it will notify the Union at least ten (10) calendar days prior to the lay-off. Within five (5) days of notification of the impending lay-off, management shall meet with the union to discuss the impact of the lay-off 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 that may be applicable to the employees.

2. The union will be provided with seniority lists at this meeting.

C. Notice to Employees

In the event of actual lay-off, management will notify the least senior employee(s) in writing not less than ten (10) days in advance of the lay-off date. Both the union and management recognize the impact that lay-offs have on the clients served by the professionals who are to be laid off. Management will give employees and the union as much notice as practicable over and above the aforementioned minimums, whenever a lay-off is impending.

D. Bumping Procedure

Any employee who has been notified that he/she will actually be laid off may file with his/her Appointing Authority within three (3) working days of such notice, a written request to bump to a bargaining unit position in the next lower title or titles in his/her bargaining unit for which he/she is determined qualified on the basis of objective standards by the Employer, provided that there is an employee junior to him/her in departmental years of service in such lower title or titles. An employee who is bumped from his/her position shall receive a minimum of five (5) days advance notice and will be accorded full bumping rights as stated above.

E. Transfers Between Agencies

The employee who is to be laid off/bumped 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. (Objective standards shall be used in determining qualifications.)

F. Teachers

In the event of a lay-off of a Teacher, he/she shall be given priority consideration for a transfer to a vacant, fillable Teacher position within the Department of Education at no loss of salary, benefits or seniority.

G. Teacher Aides

In the event of a lay-off of a teacher's aide, the Commonwealth shall provide the union with postings of all available vacant DC/DS positions.

H. Recall Procedures

In the event of recall, the order of lay-off and bumping described above shall be reversed, and employees shall be returned to the positions from which they were laid off or bumped in accordance with their seniority. The parties agree that individual employees who are on the recall list shall be given the opportunity to indicate the work location(s) to which they would be willing to accept recall. It is understood that such employee would only be offered recall positions to be filled within the work location(s) for which they have indicated a willingness to accept.

Failure to return a geographic preference sheet will result in consideration for recall to any location in the Department. Any employee may change his or her preference and notify the Agency in writing prior to the notification of the availability of a position in that work location.

Notice of recall opportunities will be sent to the employee's last known address via certified mail. Employees will have ten (10) calendar days to sign for recall notices. Failure to do so will be considered refusal of such recall. Upon signing for the letter, employees will have ten (10) calendar days to respond in accordance with the instruction contained in the letter.

Refusing an offer of recall to a location the employee has elected, or to any location in the Department if the employee has not returned a preference sheet, will result in removal from the recall roster.

I. Salary Schedule Placement Upon Recall

Any person who has been or is in the future laid off from a position in the service of the Commonwealth and who is subsequently hired, recalled, or reemployed within two years of his/her lay-off, into a position in one of the

bargaining units within the jurisdiction of Local 509, shall be credited with his/her prior service for purposes of determining their salary upon re-entry under Article 12 of the Collective Bargaining Agreement. The provisions of this Section shall be retroactively applied to any person who has already been recalled and has not been credited with his/her prior service for the purpose of determining their salary.

#### **Section 4**

The following shall be applicable to all Unit 10 employees within the titles of Vocational Instructor A/B and Vocational Instructor C:

A. Employees within the Department/Agency shall be laid off within title in inverse order of seniority meaning all service rendered within the Department/Agency (except that within the Department of Mental Health, lay-offs and bumping shall be conducted by regions; and within the Department of Public Health, lay-offs and bumping shall be conducted by the Appointing Authority). Any previous break in employment and any previous time off the payroll in excess of thirty (30) calendar days shall be excluded from total seniority (excepting approved educational, maternity/adoptive, military and industrial accident leave).

B. Employees to be laid off shall receive a minimum of five (5) days advance written notice, except the employees on any previously approved leave shall receive a minimum of ten (10) days advance written notice. Time periods under this Section shall commence where notices are hand-delivered or when they are mailed by first class mail.

C. Within two (2) days of notification of lay-off, or bumping, an employee may bump to a lower title within the Bargaining Unit for which the employee is qualified if there is an employee in such title with less seniority.

D. In the event of any conflict between the provisions of this Section and the other sections of this Article, this Section shall prevail.

E. In the event of recall, the order of lay-off and bumping described shall be reversed, and employees shall be returned to the title from which they were laid off or bumped in accordance with their seniority.

F. Employees who are separated from employment as the result of the implementation of the lay-off, bumping procedures and who are subsequently recalled to employment pursuant to this Article shall for purposes of determining their salary upon recall under Article 12, be credited with their prior service and shall not upon recall be considered to be "hired, reinstated or re-employed" notwithstanding the provisions of Article 12 to the contrary.

### **ARTICLE 19 TRAINING AND CAREER LADDERS**

#### **Section 1      General**

The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and

seeks here to establish a process for generating such program recommendations and their implementation.

## **Section 2      Committee**

A.      Toward these ends, the Employer and the Union agree to establish a Statewide Training and Career Ladders Committee consisting of five (5) persons appointed by the Union and five (5) persons appointed by the Employer. Such committee shall function continuously throughout the life of this Agreement.

B.      The Training and Career Ladders Committee shall meet at regular intervals but in no event less than once per month at times and places to be agreed upon by the Union and the Employer. The Committee shall be charged with the formulation of training and educational program proposals focusing on the development or improvement and evaluation of programs:

1.      to facilitate individual career development and equitable employment opportunity structures;
2.      which may be specifically related to or coordinated for each unit covered by this Contract; and
3.      which may involve the possible use of external educational resources as well as in-service personnel in meeting relevant employee and agency training needs.

Programs formulated under this article shall be implemented during the second and third years of this Agreement.

The Training and Career Ladders Committee shall in addition consider the recommendation of appropriate mechanisms for eliciting and encouraging employee-initiated ideas for relevant training programs.

C.      The Statewide Training and Career Ladders Committee shall be responsible for developing and coordinating training programs in department/agencies of the Commonwealth.

The Committee shall identify logical career ladders and determine:

- a.      the substance, kind and priority of training and/or retraining programs;
- b.      the location (i.e. on-site, regional, statewide) of such programs; and
- c.      the criteria for selection of applicants, including the weight to be given to seniority.

D.      The Statewide Training and Career Ladders Committee shall seek to utilize the knowledge, experience, and resources of independent experts in the development of training/retraining programs pursuant to this Article.

### **Section 3      Union Access to Training**

All training bulletins pertinent to this Article shall be sent to the Statewide Training and Career Ladders Committee and shall be posted by the Employer in appropriate work locations.

### **Section 4      Training Programs for Non-Civil Service and Civil Service Status Employees**

Training programs which may be recommended and initiated for job titles, classes, functions and so on which include personnel in both Civil-Service and non-Civil Service status shall be available to all such qualified personnel regardless of Civil-Service or non-Civil Service status.

### **Section 5      Currently Available Educational Opportunities**

Nothing in this Article shall be interpreted to suggest that the Training and Career Ladders Committee may not recommend the continuation or improvement of training and educational opportunities currently available to employees of the Commonwealth.

### **Section 6      Departmental Training and Career Ladders Committee**

A.      Within each Department/Agency there shall be established a Union/Management Training and Career Ladders Committee with the responsibility of reviewing existing training programs and career ladders in that Department/Agency and developing new training programs and career ladders recommendations for submission to the Statewide Training and Career Ladders Committee.

B.      The Department Training and Career Ladder Committee may recommend to the Human Resources Division changes in job classifications/qualifications in order to broaden career ladders. Such recommendation or changes shall not be subject to the grievance procedure.

### **Section 7      Voluntary Attendance**

Attendance at all courses/programs offered by the training and career ladder program shall be voluntary and in accordance with the training and career ladder policies.

### **Section 8      Job Enrichment**

The Department/Agency shall utilize existing resources to assist employees who request career development guidance. The Department/Agency shall notify the Union of the individual(s) who will assume this career guidance responsibility.

### **Section 9      Job Orientation Training**

Each agency shall make reasonable efforts to develop and have an orientation policy on file. The Union shall be notified of any changes in this policy.

## **Section 10 Educational Incentive**

Effective January 1, 2002, employees who possess the following education degrees and for whom such degree:

A. is not required as a condition of employment or, in the absence of such requirement; and

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	Thirty dollars (\$30.00) per bi-weekly pay period
Master's degree	Sixty dollars (\$60.00) per bi-weekly pay period
Doctorate degree	Eighty dollars (\$80.00) per bi-weekly pay period

C. Said differential shall be prorated for part-time employees in the proportion that their part-time service bears to full-time service.

D. Effective January 7, 2007 employees in the Human Services Coordinator job series who have the functional title of Qualified Mental Retardation Professional and who possess Bachelor's Degrees shall receive the educational incentive.

E. The parties agree that a committee shall identify suitable parameters within which employees shall be eligible for this incentive or an alternative. The committee shall establish such parameters for each discipline and/or job title. The committee shall become effective January 1, 2015. Any changes agreed to by this committee shall become effective July 1, 2015 but shall not apply to employees receiving an incentive as of June 30, 2015.

As a precedent to the establishment of said committee, the Commonwealth shall conduct an analysis of the way in which the Educational Incentive payments are made pursuant to this Article and whether the degrees associated with these payments are tangibly related to employee job functions. The results of this analysis shall inform the deliberations of the committee established above and will provide the basis for changes to the current program, if any.

## **ARTICLE 19A TECHNOLOGICAL CHANGE**

### **Section 1 Introduction**

A. The Commonwealth and the Union recognize that technological change is an integral part of work. Both parties are aware of the enormous impact technological change has on employees and the way in which they perform work. The Employer and the Union are committed to making changes in technology in a way that is as responsive as possible to employee concerns while ensuring the provision of services to the public.

B. For the purposes of this Article, the phrase "technological change" shall mean introduction of new technology, significant changes in existing technology, or both, as

well as significant changes in an employee's physical work environment to accommodate existing and/or new technology.

C. The Employer will notify the Union in writing at least fifteen (15) working days in advance of any proposed technological change.

D. Where a computer is required in order for an employee to perform his/her duty, said employee shall be provided with access to a functioning computer.

## **Section 2 Joint Committee on Technological Change**

To ensure that the introduction and implementation of significant technological changes in the workplace occur in the most effective manner, a Joint Committee on Technological Change shall be established within each Department/Agency. The total number of Committee representatives at each Department/Agency shall be mutually agreed upon by the parties at each Department/Agency. The Committee shall meet quarterly or more frequently as mutually agreed upon by the parties. The Department/Agency Chief Information Officer or his/her designee shall attend Committee meetings quarterly or more frequently as mutually agreed upon by the parties. The Committee may request and receive access to appropriate Commonwealth personnel knowledgeable about the proposed technological change to review and discuss information concerning any technological changes planned by the Commonwealth. The Committee shall:

- A. discuss the impact of significant technological changes as soon as possible after the development of the implementation plan;
- B. consider Union recommendations regarding alternatives to said technological changes and/or implementation plan;
- C. identify and recommend for development specific training programs and/or procedures regarding use and operation of existing and new technology, including computer hardware and software.
- D. review specific problems as they arise; and
- E. review and discuss Health and Safety guidelines, issues and concerns.

## **Section 3 Ergonomic Guidelines**

- A. The State guidelines on visual display terminals, CRT's and printers, originally issued in 1984 and periodically amended, shall be used as a reference for this Agreement, to be applied where practicable.
- B. The Union will be notified in advance of any proposed changes in these guidelines.
- C. VDTs/monitors shall be set up using the optimum settings for that equipment.

## **Section 4      Health and Safety**

A. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position and be reassigned within two (2) weeks of notification, for the duration of the pregnancy. Such work assignment shall be determined by the Appointing Authority or his/her designee. This request must be made in writing to the Appointing Authority with verification from the employee's physician. While in such alternative assignments, the employee shall be paid at her regular rate of pay.

B. Employees who use VDT'S shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a continuous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this agreement.

## **Section 5      Training**

The Commonwealth and the Union recognize that the introduction of technological changes may require the need for employees to develop different skills. To ensure that employees are adequately prepared, the Employer is committed, whenever necessary, to provide training programs in the use of equipment and software.

## **Section 6      Grievances**

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure set forth in Article 23A but may not be the subject of arbitration.

# **ARTICLE 20 SAFETY AND HEALTH**

## **Section 1**

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, roofs, ladders, seclusion rooms, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric fans, storage spaces, trunks, conveyor belts, containers, packing cases, machines, tools and any other physical property used in any place of employment. In worksites where employees use video display terminals, the Division of Occupational Safety shall inspect VDT equipment.

B. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with M.G.L. c. 111F (Right to Know Law).

C. Where credible evidence exists of a communicable disease, as determined by the appropriate state agency or department, (e.g. TB, measles, hepatitis B, etc.) the Employer shall make available to all employees coming into contact with the afflicted



person(s) and/or environment with appropriate training, advice and safety supplies, such as latex gloves and face masks.

Employees, who suspect that they have contracted a communicable disease, as referenced above, shall be allowed to use sick leave, in accordance with Article 8 of the Agreement, to obtain inoculation, screening and testing. Employees who have no sick, or other leave balances, shall be permitted by the Appointing Authority to obtain on his/her scheduled hours, inoculation, screening and or testing at a DPH facility, or the employee's selected health care provider.

## **Section 2**

If a tool, machine or piece of equipment is not available (e.g., arrow boards and/or safety cones) or is defective, worn out or dangerous to operate because of its condition, a repair or replacement work order in duplicate shall be submitted to the Supervisor who will not permit its use until authorized by his/her Department Head or his/her designee.

## **Section 3**

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

## **Section 4**

- A. Each Department Head shall issue instructions to all supervisory personnel to carry out the provisions of this Article.
- B. Department Heads shall ensure that employees required to use potentially hazardous tools, equipment, machinery, etc., shall be familiarized with, and/or instructed in, the safe operation of such equipment.
- C. Department Heads shall make reasonable efforts to avoid making work assignments which expose inadequately equipped employees to the harmful effects of hazardous substances (e.g., asbestos, PCB's, arsenic, etc.)

## **Section 5**

When an employee reports any condition which he/she believes to be injurious or potentially 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/her supervisor for prompt action.

## **Section 6**

- A. Whenever the temperature inside any work location is unusually hot or cold, the person in charge of such work location shall immediately contact the person responsible for the building to determine the cause and probable length of time necessary to correct the problem.

B. In all places of employment, where the Union alleges that the air quality is inferior, the person in charge of the location will make reasonable efforts to have air quality checked. If the air quality is found to be sub-standard, the person in charge of the location shall make reasonable efforts to improve it. Upon request, the Union shall be furnished a copy of the report on air quality. In the event that this report indicates that the air quality is harmful, the Appointing Authority will initiate actions consistent with the recommendations of the report. These actions include, but are not limited to, the temporary reassignments of employees.

## **Section 7**

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

## **Section 8**

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 Department of Labor and Industries intended to govern the prevention of accidents or industrial diseases and not inconsistent with the provisions of this Agreement are all incorporated herein.

## **Section 9**

New Bargaining Unit 8 and 10 employees who have direct care or contact with patients, consumers, clients, inmates, etc. shall receive agency-specific personal safety training, except that new Correctional Program Officers in the Department of Correction shall receive Use of Force training, as part of their induction/orientation into that Department/Agency.

Said employees may request an annual refresher course in such training, which may be granted at the discretion of the Department/Agency head.

## **Section 10**

Management will take the necessary preventive action where a client, consumer, patient, inmate, etc., is suspected to have a communicable, transmittable disease in accordance with existing medical practice.

## **Section 11**

Within each Department/Agency or work facility there shall be established a six (6) member Labor-Management Committee, three (3) representing the Union and three (3) representing the Employer, which shall meet on a monthly basis. The Committee shall identify sources of stress and hazard in the workplace and work environment and shall recommend the development of, or changes to, safety plans to the Appointing Authority, as needed. Additionally, this Labor-Management Committee shall recommend to the Appointing Authority procedures relating, but not limited to, Universal Precautions and the elimination of workplace violence, such as bullying, bomb threats, and other elements in any potentially threatening work environment.

## **Section 12**

The Commonwealth and its Departments/Agencies will make every reasonable effort to comply with applicable statutes and regulations regarding the use of seat belts by employees.

## **Section 13**

Pregnant employees who work in conditions/situations deemed hazardous or dangerous to the pregnancy by the attending physician may request a temporary reassignment within their job description or a comparable position and shall be reassigned within one (1) week of the notification for the duration of the pregnancy. Upon request by management, the employee will provide medical evidence. Such work assignments shall be determined by the Appointing Authority, or his/her designee. This request must be made in writing to the Appointing Authority.

## **Section 14**

A. The Commonwealth will at all times endeavor to maintain its motor vehicles as required by law and will not knowingly require a driver to operate a vehicle which does not conform to legal standards and which endangers the driver's or any other person's health or physical safety. It is the employee's responsibility to inform his/her supervisor of any safety defects that he/she could reasonably know about.

B. If the Appointing Authority or its designee determines and designates that such vehicle is unsafe in accordance with the operating standards established by the Registry of Motor Vehicles, the driver will not be required to operate the vehicle.

## **Section 15**

In worksites where violence is a problem, the Employer will make reasonable efforts to provide adequate safeguards, including security guards where and when necessary.

## **Section 16**

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure set forth in Article 23A but may not be the subject of arbitration.

## **Section 17**

The parties agree to establish a Labor-Management Committee to look into hazardous duty situations and to seek means of redressing identified problems.

## **Section 18**

The parties agree to establish a program to monitor air quality at new and existing worksites. The parties agree to negotiate over the specific provisions of such a protocol within 60 days of signing this Agreement.

# **ARTICLE 21 EMPLOYEE LIABILITY**

## **Section 1**

An employee, having custody of a patient, or prisoner or rendering care or services to individuals, who is charged with a crime against the person, such crime alleged to have been committed while the employee was in the presence of the person alleging same and while such employee was performing his/her duties, and who, after hearing, is found by a court of law to be "not guilty" of such crime, shall be entitled to apply for reimbursement not exceeding \$3,000.00 of the legal fees actually incurred and paid by him/her in connection with the legal defense of such alleged crime in court. This Section pertaining to reimbursement shall not apply in any case where the criminal complaint is disposed of in any manner other than an adjudication of "no probable cause", "not guilty", or similar adjudication indicating the employee is innocent. Dispositions by way of nolle prosequi, plea bargaining, dismissal for lack of prosecution or any other disposition other than one clearly exonerating the employee on the merits shall not qualify the employee for reimbursement pursuant to this Section; nor shall this Section apply if the crime is alleged to have been committed while the employee was off duty.

## **Section 2**

The parties expressly recognize that this Article is intended to provide limited reimbursement to an employee who is the victim of a frivolous or malicious criminal charge related to the manner or means by which the employee performs his/her duties, and such employee has been required to employ an attorney to exonerate him/her in a criminal court.

## **Section 3**

A. An eligible employee as described in Sections 1 and 2 may apply for reimbursement to a special "Reimbursement Panel" to be made up of three (3) people: 1A) the departmental commissioner or his/her designee, 2A) either the Chairman or Secretary of the Alliance or his/her designee; and 3A) one other person selected by those persons in 1A and 2A. The panel shall evaluate the employee's claim for reimbursement and make a finding that either: 1) the employee is eligible for reimbursement as described in Sections 1 and 2; or that 2) the employee is not eligible.

B. A determination of eligibility must be the result of a unanimous vote of all three panel members. Any non-unanimous vote must result in a finding of non-eligibility.

C. The determination of the reimbursement panel shall be final and may not be appealed. The decision of the panel as to reimbursement shall not be subject to the grievance procedure contained in Article 23A.

#### **Section 4**

No application for reimbursement shall be entertained by the panel until such time as there has been a final adjudication in court. Nor shall any application be entertained if the Department has taken any disciplinary/administrative action against the employee which is based on the same factual allegations that gave rise to the criminal action, unless and until such disciplinary/administrative action is finally resolved in favor of the employee.

#### **Section 5**

This Article shall not apply if the employee's fees for his/her criminal defense have been provided by any legal defense funds, insurance policies or the like.

#### **Section 6**

Nothing in this Article shall prevent the Union from seeking legislative relief above and beyond the said \$3,000.00.

#### **Section 7**

In addition to other issues concerning employee liability that the Committee chooses to address, the committee shall specifically consider the following issues:

- a. the relationships between M.G.L. c. 258, Section 2 and any higher insurance premium that may be charged to an employee who uses his/her private car in the course of his/her employment; and
- b. whether or not the Committee ought to recommend to the Legislature that the "assault pay" provisions of M.G.L. c. 30, Section 58 be expanded to include any other titles within Bargaining Units 8 or 10.

### **ARTICLE 22 CREDIT UNION DEDUCTIONS**

The Commonwealth agrees to deduct from the regular salary payments (not a draw) of employees an amount of money, upon receipt of the employee's written authorization, for the deduction for the purchase of shares in, making deposits to, or repaying a loan to a credit union organized under appropriate provisions of the Massachusetts General Law by the Alliance, AFSCME - SEIU. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to the Commonwealth and the Treasurer of the credit union thirty (30) days in advance of the desired cessation of payroll deduction.

## **ARTICLE 23 ARBITRATION OF DISCIPLINARY ACTION**

### **Section I**

No employee who has been employed in the bargaining units described in Article 1 of this Agreement for nine (9) months or more, except for three (3) consecutive years for teachers, 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 re-employment. An employee who leaves a position in an agency for another position in a different agency must serve an additional probationary period. A bargaining unit employee who accepts a bargaining unit position in a different agency without a break in service and is unsuccessful in the probationary period in the different agency shall return to his/her prior position in the previous agency, or, if the position he/she vacated is not available he/she shall be placed on a recall list for the next available vacancy within that job title and location. Upon issuance of discipline, including demotion, suspension, or termination, the Employer will carbon copy written notification sent to the employee to the Union (designated e-mail address or by mail to 293 Boston Post Road West, Marlborough MA 01752).

### **Section 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 may be submitted in writing by the aggrieved employee to his/her agency head. Any such grievance must be filed within ten (10) working days of the date such action was taken. The grievance shall be treated as a Step II grievance and Article 23A - Grievance Procedure, shall apply.

### **Section 3**

In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge, then a grievance alleging a violation of Section 1 of this Article may be submitted in writing by the aggrieved employee to his/her agency head. Any such grievance must be filed within ten (10) working days of the date such action was taken. Upon receipt of the grievance at Step II, the Appointing Authority shall review the actions taken at the lower level and shall either:

- A. Hold a full conference at Step II and the provisions of Article 23A – Grievance Procedure shall apply; or,
- B. Issue a written decision to waive the grievance to Step III and the provisions of Article 23A - Grievance Procedure shall apply.

### **Section 4**

If an employee files a charge of discrimination covered by Article 6 with a state or federal agency or state or federal court, arising from termination of employment, the Commonwealth and the Union agree that the union waives its right to arbitrate any grievances based on a claim of a violation of Article 6 relating to the same claim of discrimination. If the employee withdraws his or her charge with prejudice, other than in

the case of a mutually agreeable settlement, the grievance shall be arbitrable if otherwise timely and appropriate. This waiver provision shall not apply to claims filed pursuant to MGL c. 150E or claims relating to the FMLA.

## **Section 5**

A. Should the Union submit a grievance alleging a violation of Section 1 to arbitration pursuant to Article 23A, the arbitration shall be conducted on an expedited basis.

B. An employee and/or the Union shall not have the right to grieve, pursuant to Articles 23 or 23A, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown or withholding of services unless the Union alleges that the employee did not engage in such conduct.

## **ARTICLE 23A GRIEVANCE PROCEDURE**

### **Section 1**

A. The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining Agreement.

B. As a condition precedent to submitting a grievance alleging a violation of Section 1 of Article 23, the Union and the employee involved shall sign and give to the Employer, on a form agreed and incorporated as Appendix F, a waiver of any and all rights to appeal the disciplinary action to the Civil Service Commission. The waiver shall include a declaration that no disciplinary review has been commenced at the Civil Service Commission.

### **Section 2**

The grievance procedure shall be as follows:

#### **Step I**

An employee and/or the Union shall submit a grievance in writing, or by facsimile machine, on the grievance form included in Appendix F of this Agreement, 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. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The person so designated by the agency head shall reply in writing by the end of ten (10) calendar days following the date of submission, or if a meeting is held to review the grievance, by the end of twenty-one (21) calendar days following the date of the submission.

#### **Step II**

A. In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing, on the grievance form included in Appendix F of this Agreement, to the person designated by the agency head for such purpose within ten (10) business days

following the receipt of the Step I decision. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought.

B. Disciplinary grievances filed at Step II or Step III of the grievance procedure must also contain the "Waiver of Right to Appeal Disciplinary Action" form (as outlined in Article 23). Grievances not containing the signed waiver by the date of the scheduled conference or the rendering of a decision shall be considered denied and are inarbitrable.

C. The agency head or his/her designee shall issue a written reply by the end of the thirty (30) calendar days following the day on which the appeal was filed or if a conference is held by the end of the twenty-one (21) calendar days following the close of the conference. The Agency Head's designee at Step II shall have the authority to sustain, vacate or modify a decision or action taken at the lower level.

D. In disciplinary matters for which the agency head or his/her designee issues a decision to waive the grievance to Step III as described in Article 23, Section 3, such written decision shall be issued within ten (10) calendar days following the day on which the appeal is filed at Step II. In such instances, the agency head or his/her designee shall forward a copy of the decision to waive the grievance to Step III, along with a copy of the disciplinary notice and the documentation presented by both parties at the pre-disciplinary hearing, to the Human Resources Division.

### **Step III**

In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented, on the grievance form included in Appendix F of this Agreement to the Human Resources Division (HRD) within ten (10) business days of the receipt of the unsatisfactory decision at Step II. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. HRD shall issue a written reply by the end of the thirty (30) calendar days following the day on which the appeal was filed or if a conference is held by the end of the twenty-one (21) calendar days following the close of the conference. HRD, at Step III, shall have the authority to sustain, vacate or modify a decision or action taken at the lower level.

### **Step IV**

Grievances unresolved at Step III may be brought to arbitration solely by the Union by filing a completed Request for Arbitration form with the Human Resources Division. Such form must be filed within thirty (30) calendar days of the receipt of an unsatisfactory Step III response.

### **Section 3**

The parties agree to work to increase Alternative Dispute Resolution options throughout the grievance procedure to the extent outlined in Section 14 of this Article.



#### **Section 4**

Once arbitration has been requested by the Union, the Union has (60) calendar days from the receipt of the arbitrator lists provided by the Human Resources Division to select an arbitrator. If the Union fails to select an arbitrator within (60) calendar days of receipt of the arbitrator lists, the grievance is considered withdrawn with prejudice, but without precedent. If the Union requests ADR, the sixty (60) calendar day period will not commence until the Commonwealth responds with an affirmative or negative response. Upon the selection of the arbitrator, the Union shall initiate scheduling with the arbitrator within ten (10) months of the filing for arbitration. The parties will make a good faith effort to schedule a hearing date that falls within twelve (12) months of the filing for arbitration.

#### **Section 5**

A. The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within thirty (30) days of the Human Resources Division's receipt of the Request for Arbitration (as outlined above), the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

B. If the Union submits a grievance alleging a violation of Section 1 of ARTICLE 23 as a result of charges of client, patient, inmate or detainee mishandling or abuse to arbitration, both the Employer and the Union will select an arbitrator from a panel of arbitrators, agreed to by the parties, who have special experience and/or training in client, patient, inmate or detainee abuse/mishandling.

#### **Section 6**

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 M.G.L., c. 150C.

#### **Section 7**

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding, shall be divided equally between the Union and the Human Resources Division. Each party shall bear the cost of preparing and presenting its own case.

#### **Section 8**

If a decision satisfactory to the Union at any level of the grievance procedure other than Step IV is not implemented within a reasonable time, then the Union may re-institute 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 9**

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

## **Section 10**

In any disciplinary matter, once a conference has been held at either Steps II or III, or in any non-disciplinary matter, once a conference has been held at Steps I, II or III, neither party shall substantively change, modify or expand the charges, arguments, witness list or written documentation presented at that previous conference at the next step of the grievance procedure without endeavoring to give notification to the other party prior to the next scheduled conference or arbitration.

## **Section 11**

Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

## **Section 12**

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

## **Section 13**

A union representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her 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 14**

A. A sub-committee of the Commonwealth's Joint Labor/Management Committee, consisting of four (4) people designated by the President of SEIU, Local 509/Secretary of the Alliance and four (4) people designated by the Commonwealth, shall meet bi-monthly to review the Commonwealth's grievance procedure, review training needs related to the grievance procedure and to review individual labor-management proposals jointly submitted by the agency and union representatives regarding the Alternative Dispute Resolution program and possible improvements to the efficiency of the grievance procedure.

Alternative Dispute Resolution programs may include, but shall not be limited to, mediation, an oral Step I grievance and review conferences.

B. The Commonwealth shall pay for all costs incurred in compensating neutrals under the Alternative Dispute Resolution obligations of this Article and the side-letter between the parties dated September 10, 2001. The parties agree that this obligation shall extend to an average of one day per month for the life of this Agreement.

C. The parties agree to provide for one (1) day per month for alternative dispute resolution of grievances.

## **Section 15**

Arbitrators will issue a decision within 30 days of receipt of the parties post-hearing brief or oral argument. Upon request of either the Employer or the Union, the arbitrator will retain jurisdiction for sixty (60) days after the issuance of a decision in the event of a dispute over implementation.

## **ARTICLE 24 PERSONNEL RECORDS**

### **Section 1**

Each employee shall have the right, upon request, to examine and have copied any and all material, including any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's records upon written authorization by the employee involved.

### **Section 2**

Whenever any material, including evaluations, is to be inserted into the official personnel file or record of an employee, the employee shall be given a copy of such material upon its insertion. Whenever any material, including evaluations, is inserted into the personnel file or record of an employee, such material shall be date stamped before its insertion.

### **Section 3**

A. The official personnel file or record of an employee shall be placed in a location to which the employee has convenient access. For those employees not having convenient access to their personnel file/records, upon written request by the employee to examine his/her personnel file/records, the Employer shall make a reasonable effort for the employee to see his/her personnel file/records within a two (2) week period.

B. 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.

### **Section 4**

A. The Union or any employee may challenge the accuracy or propriety of any material and/or evaluations in the employee's personnel file or record by filing a written statement of the challenge in the official personnel file or record.

- B. The Union or any employee may file a grievance based on a performance evaluation or on any material, either of which results in a negative action. Upon a determination at any Step of the grievance procedure that such performance evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel record such inaccurate evaluation, material, or portion thereof, shall be removed from the file together with any of the employee's statement or statements thereto.
- C. Notwithstanding the provisions of Paragraph B above, an employee may file a grievance challenging any written memorandum which reprimands the employee for prior conduct or omissions, and which warns the employee that further transgressions may result in suspension, demotion or discharge. Said memorandum will be found to violate this Agreement only if it is arbitrary, discriminatory or if it contains allegations which are erroneous. Said grievances shall be grievable to Step II.
- D. The parties agree that reprimands that have been placed into the personnel record of an employee which are more than two and one-half (2 1/2) years old from the date of the issuance of the reprimand, provided there has been no subsequent discipline imposed, shall be removed from the personnel record.

## **ARTICLE 24A PERFORMANCE EVALUATION**

### **Section 1**

In accordance with the provisions of Chapter 767 of the Acts of 1981, there shall be established an Employee Performance Review System (EPRS) for all employees covered by this Agreement.

### **Section 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. The Union shall be notified should the employee lack English proficiency to understand the evaluation and its process. All EPRS evaluations shall be based upon a "Meets", "Exceeds", or "Below" expectations standard.
- B. Evaluations shall be completed by the employee's immediate state supervisor and be approved by a state supervisor of a higher grade designated by the Appointing Authority (except in cases of potential conflict of interest or other legitimate reasons).
- 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, observable, measurable to the extent practicable, and job-related. These performance dimensions must be in writing and printed on the EPRS form.

F. 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.

G. 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 an "Exceeds", "Meets" or "Below" rating.

H. Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any manner.

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

J. 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." The remedial development plan should be reviewed with the employee every 30 days until a meets rating is achieved or until Stage C occurs. Employees who receive a "Below" for a mid-term review and who are not given a remedial plan, shall not be given a "Below" on their final evaluation.

K. 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" rating.

L. 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.

M. 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 (2) work days to review evaluation prior to signing it.

N. Any employee who has received a rating of "Below" will have his/her evaluation reviewed monthly by the Appointing Authority or his/her designee, who shall review all the circumstances of the rating. The Appointing Authority or his/her designee may

redetermine the rating after reviewing the circumstances of the initial evaluation. If the Appointing Authority or his/her designee redetermines the rating then the employee will receive the increase retroactive to the date of original step increase due, or Article 12 increase, whichever is appropriate. If the Appointing Authority or his/her designee does not redetermine the rating then the employee may file through the Alliance/SEIU Local 509 within fourteen (14) days with the Human Resources Division a request for a review of the Appointing Authority's or his/her designee's determination by a tri-partite panel consisting of one person designated by the Alliance/SEIU Local 509, one person designated by the Chief Human Resources Officer and one person designated by the Department of Labor Relations who shall be assigned on a rotating basis.

O. 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.

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 "Below" review.

P. Any appeal of a final "Below" rating shall be initiated at a Merit Arbitration Panel as designated below:

- Said appeal shall be filed within twenty-one (21) days with the Human Resources Division.
- Only employees receiving a rating of "Below" shall be able to appeal the rating.
- The appeal shall be considered by a Merit Arbitration Panel consisting of one person designated by the President of SEIU Local 509/Secretary of the Alliance, one person designated by the Chief Human Resources Officer, and one person designated by the Chairperson of the Department of Labor Relations who shall be assigned on a rotating basis.
- 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.
- 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.

Q. If part A and/or part B of the EPRS are not completed then the employee shall not be given a "Below" on their final evaluation.

R. Each year each employee shall be given a statement of their rights and the Employer's responsibility under the EPRS system.

S. No employee's pay shall be reduced if he/she gets a "Below" on his/her final evaluation.

T. Once an employee receives a "Meets" or "Exceeds" 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 delayed upon receiving the "Meets" or "Exceeds" rating.

U. 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".

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

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

X. 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".

Y. Any employee who as a result of an evaluation pursuant to this Article receives an overall rating of "Below" shall have the right to appeal such a rating in accordance with this Article. Nothing in this Article shall be construed as limiting in any way any other appeal rights provided by law, except that the appeal procedures provided in this Article shall not be available to an employee who elects to appeal his/her evaluation rating under the provisions of M.G.L. c. 31, Section 6C.

Z. On and after the date of this Agreement, the Commonwealth shall evaluate bargaining unit employees no more strictly than it has historically evaluated such employees for the ratings of "Below" and "Meets".

### **Section 3 EPRS Committee**

A. There shall be established within each agency a Labor/Management Committee, consisting of not more than four (4) representatives of each party, which shall meet at the request of either party to discuss any problems or issues surrounding the employee performance review system.

B. The parties agree to establish a Labor/Management Committee consisting of three (3) representatives selected by the Alliance and three (3) representatives selected by the Human Resources Division. The Committee shall meet upon request of either party and shall review and make recommendations to revise the performance evaluation guidelines/form and address any concerns regarding the Commonwealth's policies and practices regarding the review and maintenance of Personnel Records. The Committee

shall also discuss problems involving the employee performance review system which are unrelated to the Department/Agency Labor/Management Committee established above.

#### **Section 4**

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 5**

The parties agree to establish a Labor/Management Committee consisting of four (4) representatives selected by the Alliance and four (4) representatives selected by the Human Resources Division. 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 employee performance review system which are unrelated to the Department/Agency Labor/Management Committees established above.

#### **Section 6**

The parties agree to establish a Labor/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 Union and three (3) representatives selected by the Human Resources Division. The Committee shall convene and continue to meet upon request by either party.

### **ARTICLE 25 STATE-WIDE AND DEPARTMENTAL LABOR/MANAGEMENT COMMITTEE**

#### **Section 1**

The parties acknowledge the important role each has in the provision of the highest quality services to the citizens of the Commonwealth, and hereby agree to address issues related to the provision of such services through the provisions of this Article.

#### **Section 2**

Therefore, the parties agree to the continuation of the State-Wide Labor/Management Committee. Said Committee shall be comprised of an equal number of representatives from both the Human Resources Division (HRD) and/or the departments in which persons covered by this Agreement are employed, and from the Alliance. This Committee shall include representatives from each of the bargaining units comprising the Alliance.



### **Section 3**

A. In addition to continuing effective communication between the parties and promoting a climate of constructive employee relations, the Committee shall examine workplace practices and procedures and methods of promoting the quality and efficiency of services provided by state employees. The State-Wide Labor/Management Committee (SWLMC) shall also have the capacity to create Departmental Service-Delivery Labor/Management Committees (DSDLMC) in mutually selected sites.

B. Any DSDLMC's shall be comprised of equal representation between management and the unions constituting the Alliance, which shall report to the SWLMC on a regular basis.

C. Where established, the Departmental Service-Delivery Labor/Management Committees will work to increase the quality and efficiency of delivery of service provided by state workers as well as methods for improving the capacity of the Department/Agency to accomplish its mission. Based upon their findings, the DSDLMCs may make appropriate recommendations for change to the Department/Agency Appointing Authority through the State-Wide Labor/Management Committee. Pilot programs will be mutually agreed to by the parties and carried out by the current work force.

D. The parties acknowledge that the DSDLMC's efforts will be particularly appropriate where there has been a modification of the mission or goals of the agency as a result of statutory, budgetary, policy or technological change, reorganization, whether due to a change in state or federal law, due to a change in the location or logistics of the agency as well as where there has been above average staff turnover, changes in the method of service delivery and also where there is evidence of need for review based on the experience of the Department management or the Department's employees.

E. Employee participants on the Departmental Service-Delivery Labor/Management Committee shall be appointed by their Union and shall suffer no reduction of any benefit normally enjoyed by them as a result of serving on said Committee.

### **Section 4**

A. If the methods for the proposed increases in quality and efficiency warrant institution of new techniques or technology which require training or other employee development, the Employer will provide, from the appropriation established pursuant to this Article, the amount of training monies agreed to and recommended by the State-Wide Labor-Management Committee. However, in no event shall the amount of monies recommended exceed the balance of the appropriation. Where necessary, such training or development shall be provided prior to implementation of any proposed techniques or technology.

B. To the extent possible, training options shall include programs offered by the Human Resources Division and the existing tuition remission program.

## **Section 5**

A. If there is any displacement as a result of the implementation of the changes recommended by the SWLMC, then the Employer agrees to provide displaced employees with prioritized options for placement in positions covered by this Agreement, for which the employee is qualified, elsewhere within the agency. If no positions are available within the agency, then the Employer agrees to provide displaced employees with prioritized options for placement in positions covered by this Agreement, for which the employee is qualified, in other state agencies. Every effort shall be made to place such employee in a comparably graded position. In such situations the displaced employee's contractual seniority shall be transferred across departmental lines. In no event shall this language be construed as limiting the Employer's rights under Article 18.

B. Transfers stemming from the above-referenced displacement will be offered subsequent to the completion of all internal voluntary transfer/promotion processes in the affected agencies and shall be selected and offered to the employee so as to minimize geographic hardship, but will not result in the displacement of any other employee.

## **Section 6**

The SWLMC shall monitor the activity of any and all DSDLMC's and shall receive a full report of any such Committee regularly.

## **Section 7**

For the purpose of supporting employee retention, the SWLMC will make recommendations regarding the establishment of a state-wide job placement program and training/retraining opportunities for displaced and potentially displaced workers whether or not such displacement arises from the Committee's workplace quality recommendations.

## **Section 8**

Also, in an effort to maintain consistent and high-quality services to the citizens of the Commonwealth, the SWLMC shall examine the relationship between overtime and staffing in twenty-four (24) hour facilities. Any proposed revisions will take into consideration agency mission, employee skills, performance and continuity of services.

## **Section 9**

The parties recognize that the initiatives generated by the SWLMC may result in dollar savings to the Commonwealth. Accordingly, the SWLMC will work during the life of this Agreement to identify those savings directly attributable to same.

## **Section 10**

It is agreed that a priority of the Statewide Labor/Management Committee shall be to discuss opportunities the parties may have to work cooperatively in efforts to minimize the impact of proposed or actual reductions in force. The Committee shall jointly develop procedures for an employment referral mechanism and further, shall develop job re-training initiatives to meet the purposes of this Article. Nothing herein

shall be construed to, in any manner, abrogate or obviate the rights and obligations of either of the parties under M.G.L. c. 150E.

## **Section 11**

The SWLMC shall be the sole forum for discussing issues of concern relating to Executive Office of Health and Human Services agency office relocations.

## **ARTICLE 26 HR/CMS**

### **Section 1**

The Alliance/SEIU Local 509 recognizes and acknowledges that HR/CMS (Human Resources/Compensation Management System) is the cornerstone of the Commonwealth's payroll and personnel system.

The Alliance/SEIU Local 509 will accept such changes to business practices, procedures and functions as are necessary to achieve the maximum utility of HR/CMS.

The Commonwealth and the Alliance/SEIU Local 509 will establish a special labor-management committee comprised of an equal number of Alliance/SEIU Local 509 and management representatives. The committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining units arising from HR/CMS and the committee will be convened in advance of changes to business practices significantly impacting the membership.

### **Section 2**

The Commonwealth and the Alliance/SEIU Local 509 agree that employees will have their salaries directly transferred through electronic funds transfer (EFT). To address the Union concern that not all members would be able to avail themselves of the electronic funds transfer because of severe hardship, the parties agree as follows:

- A. In the extraordinary event that the Alliance/SEIU Local 509 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 Union shall petition the Human Resources Division for a Direct Deposit Special Exemption.
- B. 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 Alliance/SEIU Local 509 and will notify the Alliance/Local 509 of its finding.
- C. The parties agree that no other appeal may be commenced by the employee or the Alliance/SEIU Local 509 relative to the Direct Deposit Special Exemption and further, that this Article is not grievable and is inarbitrable.

## **ARTICLE 27 NO STRIKES**

### **Section 1**

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

### **Section 2**

The Union 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 28 TECHNOLOGICAL RESOURCES**

The parties specifically agree that all hardware, software, databases, communications networks, peripherals, and all other electronic technology, whether networked or free-standing, is the property of the Commonwealth and is expected to be used only as it has in the past for official Commonwealth business. Use by employees of the Commonwealth's technological resources constitutes express consent for the Commonwealth and its Departments/Agencies to monitor and/or inspect any data that users create or receive, any electronic mail 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 above, 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 misrepresent either the Agency or a person's role at the Agency;
- to intercept communications intended for other persons;
- to distribute chain letters;
- to libel or otherwise defame any person; or
- to access online gambling sites.

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

The parties agree that the foregoing list and policy are not all-inclusive and will meet as needed to make appropriate modifications thereto.

The Department/Agency will disseminate this Section to its employees on an annual basis as part of the employee's performance evaluation and afford said employee the opportunity to request clarification should it be necessary.

This shall not infringe upon any rights within M.G.L. c. 150E or any other right legally granted to employees.

## **ARTICLE 29 PROFESSIONAL STANDARDS**

### **Section 1     Introduction**

This document constitutes a Handbook and Article of Professional Standards for all Bargaining Units 8 and 10 employees of the Commonwealth of Massachusetts. This Article is designed to give all employees full and fair notice of their professional and ethical obligations.

We can maintain the public's trust only to the extent that all of our official activities and all of our contact with the public reflect the highest ethical standards. We must perform our duties with integrity and propriety. We must also do all in our power to ensure that none of our words or actions can be interpreted otherwise.

This Article is written for our own protection. It strives to impart three fundamental messages:

- A. every employee must scrupulously avoid any actual conduct which constitutes a conflict of interest or conduct which gives the reasonable basis for the impression of a conflict of interest between his/her private interests, usually financial, and the public interest. The public interest must always take precedence;
- B. every employee is prohibited from either taking some action, or failing to perform some duty, that would personally benefit himself/herself or give preferential treatment to any citizen; and
- C. every employee is prohibited from taking any action that would result in illegal receipt of public or private funds.

Guidance - both on what we are expected to do and on what we are prohibited from doing - should help all of us understand generally what is expected of us. It should also help resolve particular situations we are faced with in our daily work. Please read these rules carefully and abide by their spirit as well as their letter. Each of us can take pride in belonging to an organization that contributes so much to the growth, strength and quality of life of the Commonwealth.

### **Section 2     Definitions**

As used in this Article, unless the context requires otherwise:

- A. Administrative inquiries - means those occasions when an employee is required to respond to questions of importance to the Department/Agency when directed to do so by his/her Appointing Authority or that Authority's designee.
- B. Disciplinary action - means any action taken by the Appointing Authority to discipline an employee, and, where applicable, in accordance with the provisions of the Collective Bargaining Agreement or Civil Service law.
- C. Employee - means any person in Bargaining Units 8 and 10 on the current personnel roster of the Department/Agency. This shall include all bargaining unit workers, those who are on any form of leave of absence, and workers who are serving a suspension.
- D. Immediate family- means the employee and his/her spouse, their parents, children, brothers and sisters.
- E. Nominal value - means monetary worth not exceeding fifty dollars (\$50.00).
- F. Official action - means any activity performed or required to be performed by an employee in the course of his/her official duties.

### **Section 3      Regulatory Basis**

This Article of Professional Standards is issued pursuant to the powers of the Commissioner of Administration set forth in Chapter 7, Section 4 of the General Laws, and in accordance with, but not limited to, M.G.L. Chapters 268A and 268B, Opinions of the Attorney General, Ethics Commission Rulings and applicable provisions of the relevant Collective Bargaining Agreement.

### **Section 4      General Rules**

- A. The Article Generally
1. Applicability of Article  
  
The Article applies to all Bargaining Units 8 and 10 employees including those on any type of leave status.
  2. Scope of Article  
  
This Article is not to be considered all-inclusive. The absence of a specific published rule of conduct does not mean nor imply that any act of misconduct tending to discredit any employee is condoned or permissible.
  3. Knowledge of Article  
  
Each employee is required to know the Article of Professional Standards and rules contained herein and to seek information from his/her Appointing Authority, the Appointing Authority's designee or personnel

office in case of doubt or misunderstanding as to their application. In instances involving a possible conflict of interest, employees are encouraged to seek an advisory opinion from the State Ethics Commission.

4. Effect of Article

Employees whose conduct does not conform to the rules and guidelines contained in this Article may be subject to disciplinary action, up to and including termination. Any disciplinary action taken will conform to Civil Service law and/or the provisions of the Collective Bargaining Agreement.

5. Distribution of Article

Each Appointing Authority or his/her designee will see that each employee receives a copy of this Article. Employees will acknowledge receipt of the Article by signing a Receipt of Article Form in the space provided. In each instance, the signed Receipt Form will be returned to the employee's Appointing Authority or his/her designee within ten days of receipt and filed in the employee's personnel folder.

Each Appointing Authority or his/her designee will be responsible for providing accurate information and guidance to his/her employees with regard to the specifics of the Article and may from time to time offer training sessions on the Article to his/her employees as the need arises.

6. Effective Date of Article

The effective date of the Article shall be ten days after the Article of Professional Standards is distributed, appropriate training has been provided and when employees receive the Article of Professional Standards Receipt Form.

B. Conformance to Laws

Employees shall obey the laws of the United States and the Commonwealth of Massachusetts. Any employee who is convicted of a crime relating to his/her employment shall be subject to discipline.

Any employee who has been indicted, charged or arrested for a serious crime supported by a judicial finding of probable cause in a preliminary hearing when the nature of the charge with its attendant publicity reasonably gives rise to legitimate fear for the safety of the citizens of the Commonwealth, its clients, consumers, or employees, the property of the Commonwealth, or jeopardizes the public trust in the ethical standards of Department/Agency employees or undermines the trust in the integrity of the Commonwealth's system of tax administration or the administration of other laws of the Commonwealth, may be reassigned, or in the case of a serious crime as set forth in Section 11 (A) of this Article, be subject to suspension without pay or other employee benefits, pending resolution of the case.

If a guilty finding is entered against the employee, whether by plea, jury or bench verdict, or if the employee pleads nolo contendere, has his/her case filed or continued without a finding, is granted immunity from prosecution, further disciplinary action, including termination, may be taken if the crime was related to his/her employment. If the employee is found not guilty, or the case is nolle prosequi or dismissed, the employee shall be immediately reinstated to employment retroactive to the date of suspension without loss of wages or other employee benefits.

C. Conformance to Policies, Procedures and Directives

Employees shall comply with all of the policies and operating procedures of the Department/Agency in which they work. This requirement includes all Department/Agency policies and procedures. Employees shall respond forthrightly to the work-related directives of their supervisors.

D. Conduct, Attitude and Demeanor

Employees are expected to conduct themselves in their official relations with the public and with their fellow employees in a manner which will enhance public respect for, and confidence in the employee and in the Commonwealth as a whole. They must not only perform their duties in a wholly impartial manner but must avoid any conduct that gives the reasonable basis for the impression of acting otherwise.

Specifically, all employees shall avoid any action that may result in or create the reasonable basis for the impression of:

1. using public office for private gain;
2. giving preferential treatment to any citizen;
3. making work-related decisions contrary to Department/Agency policy;
4. using one's official position to harass, intimidate or exploit any person or entity outside the course of official duties; or
5. using one's official position to obtain a private advantage to which the employee is not otherwise entitled or in disregard of the best interests of the Commonwealth and/or its clients or consumers.

E. Administrative Inquiries

Employees must respond promptly and fully to all administrative inquiries as directed.

F. State Ethics Commission Financial Disclosure Requirements

Employees who are required to file a "Statement of Financial Disclosure with the State Ethics Commission, under the provisions of M.G.L. Chapter 268B, shall do so in a timely manner as prescribed by the State Ethics Commission. The State Ethics Commission will notify each employee who is required to file such a statement.



## Section 5      **Conflict of Interest**

The necessity for the fair and impartial administration of state government and the enforcement of its laws makes the avoidance of any conflict of interest of primary importance. A conflict of interest is a situation in which an employee's private interest, usually financial, conflicts or raises a reasonable question of conflict with his/her official duties and responsibilities.

A. Chapter 268A of the General Laws provides civil and criminal penalties for conflict of interest violations. The following three general categories of prohibitions are to be used as guidelines for your information. (Chapter 268A of the General Laws offers specific details).

1. No employee may request or receive, in any manner whatsoever, compensation or any thing else of value, except from the Commonwealth: (a) for performance of his/her duties, or (b) for influencing or appearing to influence such performance.
2. No employee may participate in any official action relating to any entity in which the employee or a member of his/her immediate family has a financial interest.
3. No employee may participate in any official action relating to any individual with whom, or entity in which, the employee has a substantial personal interest.

Employees have an obligation to avoid scrupulously the potential conflicts of interest that exist in their employment. They have a duty to disclose and report promptly the existence or possible existence of a conflict of interest to their agency head or his/her designee. They should request from their supervisor the transfer from their caseload of any case which involves their immediate family, close friend or any person with whom, or entity in which, they have some personal or financial involvement.

In addition, they have a right under law to have any question relating to a possible conflict of interest confidentially reviewed and decided by the State Ethics Commission. Information regarding the filing of a conflict of interest request with the State Ethics Commission is available from the agency head or his/her designee or from the Ethics Commission directly.

B. In addition to the sanctions referred to above, M.G.L. Chapter 268A, Section 23 also prescribes and describes certain "Standards of Conduct". Violations of these standards are subject to appropriate disciplinary action. All employees are required to abide by the spirit as well as the letter of these standards, which provide as follows: "No current officer or employee of a state, county, or municipal agency shall:

1. accept other employment, which will impair his independence of judgment in the exercise of his official duties;
2. use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others;

3. by his conduct give reasonable basis for the impression that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is unduly affected by the kinship, rank, position or influence of any party or person." M.G.L. c. 268A, § 23 (b).

"No current or former officer or employee of a state, county or municipal agency shall:

1. accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority;
2. improperly disclose materials or data within the exemptions to the definition of public records as defined by Section Seven of Chapter Four of the General Laws, and were acquired by him in the course of his official duties nor use such information to further his personal interests." M.G.L. c. 268A, § 23 (c).

These rules with respect to conflict of interest are in addition to, and supplement state policies and Department/Agency rules, regulations and operating procedures that may otherwise apply to the official actions of employees.

In the event that the Appointing Authority, or his/her designee, at the request of the employee, approves a particular activity and the Ethics Commission subsequently determines that such activity is a conflict of interest, the Appointing Authority will not discipline the employee for such activity. However, only the State Ethics Commission, and formerly the Attorney General, have the authority to issue an opinion interpreting M.G.L. Chapter 268A, which is binding. Therefore, in any circumstance where they are unsure of the propriety of any activity that they wish to initiate, employees are encouraged to contact the Ethics Commission directly for an advisory opinion.

## **Section 6      Gifts and Gratuities from Outside Sources**

### **A.      General Limitations**

Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who or entity which, the employee knows or has reason to know:

1. has, or is seeking to obtain, contractual or other business or financial relations with his/her Department/Agency;
2. conducts business or other activities which are regulated or monitored by the department/agency, except as permitted by this Section or by departmental/agency directives; or
3. has interests that may be or give the reasonable impression of

being substantially affected by the performance or non-performance of the employee's official duties.

B. Exceptions

The restrictions set forth in paragraph A of this Section do not apply to:

1. Obvious family or personal relations when the circumstances make it clear that those relationships, rather than the business or the persons concerned, are the motivating factors behind any gift or gratuity.
2. The acceptance of food or refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon, dinner or other meeting attended for educational, information or other similar purposes. However, Department/Agency employees are specifically prohibited from accepting free food or other gratuity other than of nominal value in response to a recognized display of public hospitality while on official business.
3. The acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of employees, such as home mortgage loans, automobile loans, personal loans, etc., provided that the employee does not deal with that institution in the course of his/her official duties. However, if dealing with such banks or financial institutions is unavoidable, the employee must disclose dealings to the appropriate authority in writing prior to engaging in such dealings.
4. The acceptance of unsolicited advertising or promotional materials such as pens, pencils, notepads, calendars, and other items of nominal value.
5. The acceptance of an award or gift of nominal value for a speech, participation in a conference, or some public contribution or achievement given by a charitable, religious, professional, social, fraternal, educational, recreational, public service or civic organization, if such organization falls within Paragraph A above.
6. Acceptance of reimbursement, in cash or in kind, for travel subsistence and other expenses incident to attendance at meetings, provided such attendance and reimbursement is approved by the Appointing Authority or his designee. Such reimbursement can be made directly to the employee. An employee's official business may not be reimbursed, and payment may not be made on his or her behalf, for excessive (e.g., reimbursement which exceeds actual cost) personal living expenses, gifts, entertainment, travel or other benefits. At no time

shall an employee accept reimbursement from both the Commonwealth and another source for the same expenses.

## **Section 7      Outside Employment and Business Opportunity**

### **A.      Introduction: Principles**

The Commonwealth seeks to give employees the maximum freedom possible to engage in outside employment or business activities consistent with the Commonwealth's responsibilities. However, the extremely sensitive mission of the Commonwealth and its employees necessitates certain restrictions. Employees may engage in outside employment or business activity provided such activity is not prohibited by this Article or by any statute, regulation or departmental order. An activity that is permissible for the occupant of one position may very well not be permissible for the occupant of another position. Therefore, in considering each case on its individual merits, the employee must satisfy the following principles:

1.      The outside activity would not place the employee in a situation where there is a conflict, or in a situation that gives the reasonable basis for the impression of a conflict, between his or her private interests and his/her official duties and responsibilities (see Section 5, above, "Conflict of Interest", for additional guidance).
2.      The outside activity would not result in use, dissemination or disclosure to others of confidential information obtained in connection with the employee's departmental duties or position.
3.      The nature of the employment or business activity or the employment or the hours to be devoted to such activity would not impair the employee's availability, capacity or efficiency for the performance of his/her official duties as an employee of the Commonwealth.
4.      Employees shall not engage directly or indirectly in financial transactions as a result of, or primarily relying on, information obtained through their employment. In particular, they shall not use confidential information obtained in the course of their employment with the Commonwealth to obtain benefits, financial or otherwise, for themselves, their families or others.

### **B.      Activities Which Do Not Require Prior Notice**

#### **1.      Introduction**

Employees are generally not required to submit written notice before engaging in outside activities, which are not considered to be employment or business related. Although it is not feasible to cover every specific activity of this nature, the

general categories discussed below are furnished as basic guidelines.

## 2. General Examples

- a. Membership and uncompensated services (including holding of office) in civic, scout, religious, educational, fraternal, social, community, veterans, or charitable organizations.
- b. Services as a notary public or justice of the peace.
- c. Rental of employee-owned property, real or personal, to the extent such property is not rented to the Commonwealth of Massachusetts or any agency or subdivision thereof, or the lessee is not a subject of the employee's official duties.
- d. Minor services and odd jobs for friends, relatives, or neighbors. These include a wide variety of activities, including repair or maintenance work such as painting, yard work, carpentry, or services such as babysitting and carpooling involving payment for transportation.
- e. Temporary (thirty (30) days or less) assistance in a family enterprise, in the event of an emergency such as the death or serious illness/accident to a member of the family engaged in that business.
- f. Where an employee takes an active part in or becomes an advocate on behalf of a professional society, and a conflict exists between that society and the agency/department, the employee must make clear that he/she is not speaking or acting for the Department/Agency.

## **Section 8 Attempts to Bribe**

Bribery and attempted bribery are claims that strike at the core of state government. Employees should be constantly alert to solicitations to accept money, consideration, or anything of value in return for acts or omissions involving their official functions. Such solicitations may be indirect and subtle. Any attempt to bribe a departmental employee shall be reported immediately to the Appointing Authority or his/her designee.

## **Section 9 Other Standards of Conduct**

### A. False Statement

Proper functioning of government requires that the Department/Agency, the courts, other state agencies and the public be able to rely fully on the truthfulness of government employees in matters of official interest. An employee will be subject to disciplinary action up to and

including termination for intentionally making false or misleading verbal or written statements in matters of official interest.

B. Recommending Professional Assistance

Employees may not recommend or suggest, specifically or by implication, to anyone that he/she obtain the services of any particular accountant, attorney or firm of accountants or attorneys, or any other person or professional or business organization in connection with any official business which involves or may involve the Department/Agency.

C. Public Records

All requests for public records should be directed to the Appointing Authority or his/her designee, who shall determine whether the requested documents are public records in accordance with M.G.L. c. 4, Section 7, Cl. 26.

D. Drugs and Alcohol

While on duty no employee shall consume or use alcohol, intoxicants, narcotics, or controlled substances in any form. Similarly, no employee shall report for work under the influence of intoxicants, narcotics or controlled substances in any form. The provisions in this Section shall not apply to circumstances in which the controlled substances are being taken as prescribed by a licensed medical professional, provided that said substances do not impede the employee's ability to satisfactorily perform his/her job functions.

E. Departmental Identification Cards, Badges, Etc.

Department/Agency identification cards, badges and other identification or access cards or documents are for use only in establishing identity, authority or access in connection with official duties.

Department/Agency identification cards or badges may be used for personal identification purpose when cashing checks or as proof of employment, such as when applying for a loan, for credit or when renting an apartment.

Employees are responsible for the safeguarding and proper use of Department/Agency identification cards, badges and access cards, for promptly reporting their loss and for surrendering them on termination or employment or demand by proper Department/Agency authorities.

Cards, badges or documents, or an employee's official position or status, are not to be used to exert influence or obtain, either directly or indirectly, personal privileges, favors or rewards for themselves or others. Photo identification badges must be worn while at work in any agency that requires them to be worn.

F. Political Activities

Employees are prohibited from using their offices or official duties to interfere with, affect or influence the results of a nomination or election for public office.

No such elected or appointed official may vote or act on any matter which is within the purview of the agency by which he/she is employed or over which such employee has official responsibility and/or directly affects his/her financial interest arising from his/her employment with the agency.

No employee shall solicit or accept funds or anything of value for any party, political committee, agency, person or organization for political purposes.

Employees are not prohibited from contributing to the campaign committee or organization for nomination or election of any individual running for public office or to any committee, agency, or organization for political purposes.

Employees are prohibited from campaigning for political office for themselves or others during normal working hours.

Employees shall abide by the provisions of the following paragraph from M.G.L. c. 268A, Section 4 (c) which provides: "This Section shall not prohibit a state employee from holding an elective or appointive office in a city, town or district nor in any way prohibit such an employee from performing the duties of or receiving the compensation provided for such office."

G. Testimonial Dinners

Employees are prohibited from selling or accepting payment for tickets, admissions or contributions for a testimonial dinner or function or any affair having a purpose similar to a testimonial dinner or function held on behalf of any employee of his/her Department/Agency. No employee shall participate in or accept contributions for or from any testimonial dinner or function or any affair having a similar purpose, held on his/her behalf while he/she is an employee if such dinner, function or affair is sponsored by a person or organization that is regulated by or has official business with the employee's department or agency.

This Section shall not prohibit the collection of sums of nominal value to cover the cost of small celebrations or other small events (such as birthday or holiday parties) held within Department/Agency offices.

H. Legislative Requests and Inquiries

In the course of an employee's official duties, all requests or inquiries from public officials or their staffs must be referred to the Department/Agency head or his/her designee before any action is taken,

unless employees are directed to handle such requests otherwise by the Department/Agency head or his/her designee. No employee shall use his/her official authority directly or indirectly to coerce, attempt to coerce, command, advise or prevent any person or body to pay, lend or contribute anything of value to any party candidate or political committee.

I. Firearm/Deadly Weapons

No employee shall carry a firearm or other deadly weapon on his/her person during the performance of official duties or on work premises, except as specifically authorized by the Appointing Authority. Employees seeking such authorization shall apply directly to his/her Appointing Authority.

J. Requirement to Maintain Applicable License

All employees are required to maintain applicable professional or other licenses in good standing at all times. Employees are responsible for the purchase of any and all materials, educational or otherwise, which are necessary to maintain and update their knowledge and skills as required for the successful performance of their job duties and responsibilities.

Any employee whose license is required by statute or is necessary to perform his/her normal job functions, has lapsed or otherwise been revoked is obligated to notify the Appointing Authority immediately. Failure to make such notification may result in disciplinary action, likely including termination.

After notification that his/her license has lapsed, the employee will take all appropriate steps to renew the license. Failure to take such steps may result in disciplinary action up to and including termination. This Section does not apply to those employees whose license has been revoked or suspended due to a disability.

K. Professionalism

Meetings with clients, community professionals and members of the public require employees to demonstrate professionalism at all times. Respect is shown not only in quality of work but also in how the employee presents him/herself. Therefore, it is imperative that employees create a professional presentation in the course of their official duties.

L. Treatment of Clients and Consumers

1. The primary responsibility of employees covered in this Article is to promote the well-being of clients and/or consumers. Clients and Consumers receiving services from Commonwealth employees covered by this Article of Professional Standards are to be treated with respect, dignity, and fairness. Employees shall



be strictly prohibited from using their official positions to improperly influence or exploit clients or consumers for their personal gain. Employees are prohibited from fraternizing with clients and/or consumers. Fraternization may include, but is not limited to, unauthorized or unwarranted physical contact, sexual harassment or sexual misconduct, the offering of cash to a service recipient or related party in the form of a loan or a gift; the purchase for clients or consumers of any items, including food and beverages, not intended for immediate consumption as outlined in #2 below. The underlying intent of this provision is to proscribe against the victimization of service recipients.

2. Employees may purchase non-alcoholic beverages, snacks, and meals of nominal value for service recipients during working hours, provided the frequency is intermittent and occurs during the normal course of business. Employees are strictly prohibited from offering this gratuity when its acceptance is the primary focus of the employee-service recipient interaction.
3. Employees are required to notify their supervisor of any repeated offers or offers of greater than nominal value of food and/or beverages made to a service recipient regardless of their acceptance or rejection.
4. Employees will preserve the integrity of private information. They will neither seek data on individuals beyond that needed to perform their responsibilities nor reveal non-public data unless expressly authorized to do so by their Appointing Authority.

## **Section 10**

The provisions of this Article shall not supersede any code of ethical conduct, Agency policy, rule or regulation or standard currently in place at any agency that employs persons covered by this Agreement.

## **Section 11 Self-Reporting of Criminal Convictions**

### **A. Overview**

In the event an employee in a position title that is subject to Criminal Offender Record Information (CORI) provisions has been convicted or has entered a plea of guilt to a serious criminal act, he/she shall report the conviction or plea of guilt to a committee designated by the Appointing Authority as the "Self-Reporting Committee" ("the Committee"). In addition, an employee charged or arrested for any serious criminal act is strongly encouraged to notify the Committee as soon as possible after the charge or arrest.

A serious criminal act shall be considered, but may not be limited to, any crime that falls within the following categories:

- Murder, Manslaughter, Negligent or Motor Vehicle Homicide;
- Sexual Assault (including forcible or non-consensual intercourse, assault with intent to rape and indecent assault; and in the case of a minor, statutory rape, incest, or soliciting sexual acts; in the case of a feeble-minded person, sexual intercourse or indecent assault);
- Crimes involving the use or threat of force, including but not limited to, extortion, intimidation, assault and battery (with or without a dangerous weapon), kidnapping and intimidation of a witness;
- Crimes including trafficking, distribution or intent to distribute controlled substances;
- Any crime that resulted, through police, administrative or judicial order or condition, in the loss or restriction of a work-related prerequisite (e.g., loss of right to operate a motor vehicle, imposition of curfew or limitation on right to travel, etc.);
- Crimes involving the carrying, possession or use of an unlawful weapon or firearm;
- Crimes involving a civil rights violation (e.g. hate crimes, crimes against a protected class);
- Crimes involving domestic violence, stalking, annoying/obscene telephone calls, kidnapping a minor by a relative;
- Crimes involving fraud, theft or veracity (e.g. larceny, false statements, perjury, embezzlement, bribery, grand larceny, burglary, breaking and entering);
- Arson (burning of a dwelling, building, motor vehicle or contents);
- Crimes involving abandonment and/or non-support of a spouse and/or minor child.

The Employer is not limited in any way from obtaining information regarding arrest, charged by way of complaint, information or indictment, or conviction from any source other than the employee.

An affected employee shall notify his/her employer on the first business day following the conviction or plea of guilt, or immediately upon their return to work, whichever is earlier. The employee shall disclose the offense or offenses for which he/she has been convicted or has entered a plea of guilt, the investigating police department, the court of jurisdiction, and any terms and conditions resulting from his/her conviction or plea of guilt. Any offense falling within the categories set forth above shall be disclosed regardless of whether or not it has occurred in the Commonwealth of Massachusetts.

#### B. Reporting Process

The affected employee shall, not later than three (3) business days after the conviction or plea of guilt, provide documentation of the conviction or plea of guilt to the Self-Reporting Committee (the Committee).

#### C. The Committee

The Agency Self-Reporting Committee members shall include two Department officials who will be specifically trained in these matters. The third official shall be designated from the affected operational unit. The Committee's responsibilities will be to ensure confidentiality, even-handedness and consistency in handling self-reporting matters in order to ensure the situations are treated similarly. The Committee will be empowered to make timely recommendations regarding the employee's status.

If, at any point, the Committee concludes that the nature of the employee's offense does not create an unacceptable risk to clients and/or co-workers, or the public trust, then the Committee shall recommend to the Appointing Authority that no further action be taken.

Where the Committee determines the nature of the conviction or plea of guilt presents the possibility of an unacceptable risk to clients and/or co-workers, or the public trust, it may recommend one or more of the following actions:

- Reassignment of the employee within the Appointing Authority's jurisdiction;
- Suspension without pay;
- Termination.

The Committee shall have the authority to recommend immediate disciplinary action where the employee fails to comply with the notice requirements set forth above, or where he/she willfully provides information that is inaccurate or misleading.

If the Committee determines the reported event necessitates any of the actions enumerated above, it shall, upon the request of the employee, inform an appropriate union representative of the Appointing Authority's decision and the manner in which the decision shall be effected.

The Committee will consider:

- Whether the employee's actions resulting in the conviction or plea of guilt is relevant to his or her employment;
- Whether the employee has demonstrated any other behavioral concerns; or
- Whether allowing the employee to remain performing his/her specific job duties could give rise to legitimate concern for the safety of other employees, and/or the individuals the agency serves, or could jeopardize the public's trust in the Department/Agency.

The Committee will have access to the employee's CORI report after the conviction or plea of guilt has been reported. The Committee will

have authority to amend any recommendations with regard to the employee should new developments occur or if additional information is received.

D. Confidentiality

No employee shall be required to reveal any information under this self-reporting procedure to any agency staff except designated members of the Committee. The Committee shall ensure confidentiality in its deliberations. To this end, the Committee shall only communicate directly to the Appointing Authority or his/her designee and with the Human Resources official for the affected agency.

Nothing in these procedures shall mitigate or abrogate any rights reserved to the employer or employee under the Collective Bargaining Agreement now in effect. Nothing in this procedure shall serve to mitigate any rights reserved to any Commonwealth Agency under any related Agency policy now in effect.

**Section 12**

- A. The parties agree to establish a labor management committee which shall develop procedures by which management can verify that employees who use their automobiles on Commonwealth business have valid driver licenses and legally registered and inspected vehicles.

No employee shall be required to incur any additional expense by such procedures and no employee shall be required to provide verification more frequently than once per year. Employees shall be provided with 60 days advance written notice of the date such verification need to be provided.

The procedures agreed upon by the committee shall be effective July 1, 2009.

**ARTICLE OF PROFESSIONAL STANDARDS FOR  
COMMONWEALTH OF MASSACHUSETTS  
BARGAINING UNITS 8 & 10**

**\*\*\*RECEIPT FORM\*\*\***

I hereby acknowledge that I have received a copy of the Article of Professional Standards for the Commonwealth of Massachusetts Bargaining Units 8 and 10 Employees. I also acknowledge that it is my responsibility as an employee of the Commonwealth to read this Article of Professional Standards and to comply with its terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name in print

## **ARTICLE 30 DURATION**

This Agreement shall be for the three (3) year period from January 1, 2020 to December 31, 2022 and the terms contained herein shall become effective January 1, 2020, unless otherwise specified. It is expressly understood and agreed that subject to ratification by the Alliance Membership, the predecessor Collective Bargaining Agreement shall be voided and superseded by all aspects of this Collective Bargaining Agreement. Should a successor Agreement not be executed by December 31, 2022 this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after July 1, 2022.

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

## **ARTICLE 31 FITNESS STANDARDS**

### **Section 1 Intent of Fitness Standards**

The Employer and the Union agree that it is mutually beneficial to ensure that each employee is physically capable of performing the essential functions, as defined in the Americans with Disabilities Act, necessary for his/her service in a position covered by this Agreement. The Employer and the Union further agree that the development of valid, job related medical and physical fitness standards, and the establishment of a program of regular medical and physical fitness examinations to determine compliance with said standards, is the best means of ensuring the physical capabilities of its employees as stated above.

### **Section 2 Applicability of Fitness Standards**

The Human Resources Division (HRD) shall determine the position titles to which the initial and in-service medical and physical fitness standards established pursuant to this Article shall apply.

### **Section 3 Initial Fitness Standards**

The Union shall provide its full support and cooperation to the Human Resources Division and/or the Human Resources Division's designee in the development of initial medical and physical fitness standards. Successful completion of said initial medical and physical fitness standards shall become a component of the selection process for the initial appointment of persons to positions covered by this Agreement. Said support and cooperation shall include assisting the Human Resources Division in the identification of employees to serve as subject matter experts, as well as encouraging the full support and cooperation of said subject matter experts and other employees during job analysis testing necessary to establish baseline fitness data.

#### **Section 4 In-Service Fitness Standards**

Upon establishment of initial medical and physical fitness standards as described in Section 2 of this Article, the Union agrees to provide its full support and cooperation to the Human Resources Division and/or the Human Resources Division's designee in developing and implementing in-service medical and physical fitness standards for a program of regular medical and physical fitness testing for employees hired pursuant to the initial medical and physical fitness standards referenced in Section 3 of this Article.

#### **Section 5 Labor-Management Committee on Fitness Standards**

There is hereby established a Fitness Standards Committee comprised of two (2) representatives from the Human Resources Division and two (2) representatives from the Union. The purpose of said Committee shall be to address any and all issues, which pertain to the following:

1. the development and implementation of in-service medical and physical fitness standards as indicated in Section 4 of this Article; and
2. the implementation of an in-service medical and physical fitness testing program as indicated in Section 4 of this Article.

#### **Section 6 Grievances Arising Under This Article**

The Union may process to grievance and to arbitration any issue as to the interpretation or application of this Article, except disciplinary actions resulting from an employee's refusal to participate in a fitness testing program developed in accordance with the above provisions. In any grievance or arbitration involving this Article, the Union and the Employer agree to solicit from the American Arbitration Association panels of prospective neutrals possessing the following credentials: experience in labor relations and labor agreement interpretations; and experience in physical fitness standards, physical training standards, and in physical testing standards. The Union and the Employer agree to use an arbitrator from such listing or any other mutually agreeable arbitrator in any such arbitration.

#### **Section 7 Applicability**

The provisions of this Article shall apply only to employees in the title of Correctional Program Officer within the Department of Correction hired on or after the signing date of this Agreement, but may, at the discretion of the Chief Human Resources Officer, cover any titles added to Bargaining Units 8 and 10 after the signing date of this Agreement.

### **ARTICLE 32 SAVING CLAUSE**

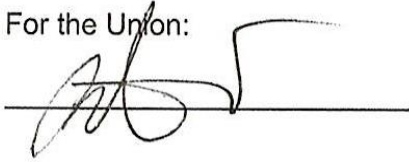
In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform 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 Union to expedited arbitration.

**ARTICLE 33  
APPROPRIATION BY THE GENERAL COURT**

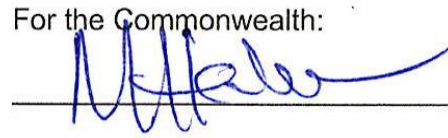
The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with M.G.L. c.150E, Section 7, in which case, the cost items shall be effective on the date provided in the Agreement. The Employer shall make such request of 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.

For the Union:



\_\_\_\_\_  
Date

For the Commonwealth:



\_\_\_\_\_  
Date



**APPENDIX A-1**  
**Schedule of Biweekly Salary Rates**  
**Units 8 & 10**  
**Effective January 5, 2020**

Increase  
of 2.50%

**BU 08 & 10 Salary Plans (08A/B,10A/B)**

Grade	1	2	3	4	5	6	7	8	9	10	11	12
01	\$1,124.58	\$1,143.33	\$1,162.47	\$1,181.92	\$1,201.76	\$1,221.88	\$1,242.39	\$1,263.37	\$1,284.62	\$1,306.35	\$1,332.49	\$1,359.12
02	\$1,144.96	\$1,163.73	\$1,182.81	\$1,202.33	\$1,222.14	\$1,242.29	\$1,262.83	\$1,283.72	\$1,305.05	\$1,326.69	\$1,353.26	\$1,380.29
03	\$1,162.13	\$1,183.33	\$1,204.83	\$1,226.84	\$1,249.27	\$1,272.20	\$1,295.44	\$1,319.28	\$1,343.47	\$1,368.22	\$1,395.59	\$1,423.53
04	\$1,192.19	\$1,213.31	\$1,234.92	\$1,256.96	\$1,279.39	\$1,302.22	\$1,325.53	\$1,349.36	\$1,373.55	\$1,398.22	\$1,426.16	\$1,454.67
05	\$1,211.11	\$1,234.04	\$1,257.40	\$1,281.29	\$1,305.66	\$1,330.48	\$1,355.87	\$1,381.76	\$1,408.20	\$1,435.14	\$1,463.82	\$1,493.12
06	\$1,251.51	\$1,274.52	\$1,297.95	\$1,321.83	\$1,346.22	\$1,371.06	\$1,396.41	\$1,422.29	\$1,448.67	\$1,475.56	\$1,505.06	\$1,535.13
07	\$1,281.41	\$1,306.47	\$1,332.04	\$1,358.19	\$1,384.85	\$1,412.06	\$1,439.94	\$1,468.26	\$1,497.29	\$1,526.90	\$1,557.45	\$1,588.58
08	\$1,309.40	\$1,336.42	\$1,364.02	\$1,392.33	\$1,421.27	\$1,450.83	\$1,481.01	\$1,511.85	\$1,543.45	\$1,575.74	\$1,607.21	\$1,639.41
09	\$1,355.87	\$1,385.39	\$1,415.63	\$1,446.60	\$1,478.19	\$1,510.61	\$1,543.77	\$1,577.73	\$1,612.47	\$1,648.01	\$1,680.99	\$1,714.58
10	\$1,405.12	\$1,436.61	\$1,468.76	\$1,501.70	\$1,535.49	\$1,569.99	\$1,605.37	\$1,641.64	\$1,680.59	\$1,720.88	\$1,755.31	\$1,790.41
11	\$1,451.09	\$1,485.36	\$1,520.50	\$1,556.45	\$1,593.32	\$1,631.17	\$1,671.33	\$1,713.52	\$1,756.74	\$1,801.08	\$1,837.09	\$1,873.80
12	\$1,511.25	\$1,547.33	\$1,584.24	\$1,622.10	\$1,661.74	\$1,704.03	\$1,747.32	\$1,791.77	\$1,837.35	\$1,884.01	\$1,921.69	\$1,960.14
12A	\$1,556.60	\$1,593.74	\$1,631.77	\$1,670.76	\$1,711.58	\$1,755.16	\$1,799.74	\$1,845.50	\$1,892.46	\$1,940.54	\$1,979.35	\$2,018.92
13	\$1,591.01	\$1,629.12	\$1,669.49	\$1,712.11	\$1,755.72	\$1,800.50	\$1,846.35	\$1,893.45	\$1,941.69	\$1,991.21	\$2,031.03	\$2,071.62
14	\$1,653.88	\$1,701.00	\$1,749.47	\$1,799.37	\$1,850.61	\$1,903.34	\$1,957.59	\$2,013.40	\$2,070.80	\$2,129.76	\$2,172.35	\$2,215.78
14A	\$1,703.50	\$1,752.04	\$1,801.95	\$1,853.34	\$1,906.12	\$1,960.45	\$2,016.32	\$2,073.79	\$2,132.90	\$2,193.65	\$2,237.51	\$2,282.24
15	\$1,737.40	\$1,788.52	\$1,841.15	\$1,895.37	\$1,951.10	\$2,008.51	\$2,067.65	\$2,128.47	\$2,191.08	\$2,255.63	\$2,300.74	\$2,346.75
16	\$1,831.34	\$1,887.10	\$1,944.46	\$2,003.65	\$2,064.65	\$2,127.47	\$2,192.22	\$2,258.94	\$2,327.72	\$2,398.49	\$2,446.48	\$2,495.43
17	\$1,941.69	\$1,999.69	\$2,059.46	\$2,121.06	\$2,184.40	\$2,249.62	\$2,316.86	\$2,386.14	\$2,457.47	\$2,530.94	\$2,581.52	\$2,633.15
17A	\$2,019.35	\$2,079.67	\$2,141.84	\$2,205.90	\$2,271.77	\$2,339.60	\$2,409.53	\$2,481.59	\$2,555.76	\$2,632.17	\$2,684.78	\$2,738.49
18	\$2,034.59	\$2,096.42	\$2,160.05	\$2,225.64	\$2,293.20	\$2,362.86	\$2,434.59	\$2,508.52	\$2,584.66	\$2,663.21	\$2,716.46	\$2,770.81
19	\$2,139.93	\$2,205.61	\$2,273.35	\$2,343.12	\$2,415.03	\$2,489.16	\$2,565.66	\$2,644.39	\$2,725.55	\$2,809.27	\$2,865.46	\$2,922.77
19A	\$2,225.52	\$2,293.83	\$2,364.28	\$2,436.85	\$2,511.63	\$2,588.73	\$2,668.28	\$2,750.17	\$2,834.56	\$2,921.64	\$2,980.07	\$3,039.67
20	\$2,254.94	\$2,322.77	\$2,392.73	\$2,464.70	\$2,538.81	\$2,615.28	\$2,693.97	\$2,775.07	\$2,858.59	\$2,944.60	\$3,003.51	\$3,063.59
21	\$2,359.71	\$2,431.86	\$2,506.15	\$2,582.83	\$2,661.74	\$2,743.16	\$2,827.02	\$2,913.39	\$3,002.43	\$3,094.21	\$3,156.08	\$3,219.24
21A	\$2,454.10	\$2,529.13	\$2,606.39	\$2,686.14	\$2,768.21	\$2,852.87	\$2,940.10	\$3,029.91	\$3,122.51	\$3,217.99	\$3,282.33	\$3,348.01
22	\$2,476.87	\$2,553.01	\$2,631.62	\$2,712.62	\$2,796.11	\$2,882.19	\$2,970.87	\$3,062.31	\$3,156.57	\$3,253.68	\$3,318.79	\$3,385.13
23	\$2,603.65	\$2,682.13	\$2,762.96	\$2,846.25	\$2,931.98	\$3,020.37	\$3,111.39	\$3,205.19	\$3,301.75	\$3,401.25	\$3,469.28	\$3,538.66
24	\$2,721.43	\$2,803.64	\$2,888.29	\$2,975.47	\$3,065.45	\$3,157.97	\$3,253.41	\$3,351.64	\$3,452.91	\$3,557.15	\$3,628.28	\$3,700.85
25	\$2,839.12	\$2,925.38	\$3,014.30	\$3,106.00	\$3,200.39	\$3,297.68	\$3,397.93	\$3,501.28	\$3,607.69	\$3,717.36	\$3,791.70	\$3,867.53

26	\$2,943.92	\$3,033.97	\$3,126.64	\$3,222.24	\$3,320.72	\$3,422.25	\$3,526.82	\$3,634.65	\$3,745.74	\$3,860.26	\$3,937.47	\$4,016.23
C19	\$2,271.56	\$2,341.28	\$2,413.20	\$2,487.28	\$2,563.61	\$2,642.31	\$2,723.52	\$2,807.09	\$2,893.20	\$2,982.09	\$3,041.74	\$3,102.57
C20	\$2,385.14	\$2,458.35	\$2,533.86	\$2,611.65	\$2,691.78	\$2,774.41	\$2,859.68	\$2,947.44	\$3,037.84	\$3,131.18	\$3,193.83	\$3,257.71
C21	\$2,504.41	\$2,581.27	\$2,660.56	\$2,742.22	\$2,826.38	\$2,913.13	\$3,002.67	\$3,094.81	\$3,189.76	\$3,287.74	\$3,353.51	\$3,420.57
C22	\$2,630.12	\$2,710.55	\$2,793.35	\$2,878.78	\$2,966.75	\$3,057.50	\$3,151.00	\$3,247.24	\$3,346.48	\$3,448.79	\$3,517.74	\$3,588.14
C23	\$2,761.63	\$2,846.07	\$2,933.02	\$3,022.73	\$3,115.10	\$3,210.37	\$3,308.54	\$3,409.60	\$3,513.81	\$3,621.23	\$3,693.64	\$3,767.55

#### BU 08 & 10 Salary Plans (10E/F)

Grade	1	2	3	4	5	6	7	8	9	10	11	12
20	\$2,254.94	\$2,322.77	\$2,392.72	\$2,464.69	\$2,538.82	\$2,615.28	\$2,693.97	\$2,775.07	\$2,858.58	\$2,944.61	\$3,003.51	\$3,063.59
21	\$2,359.70	\$2,431.86	\$2,506.15	\$2,582.82	\$2,661.73	\$2,743.17	\$2,827.03	\$2,913.39	\$3,002.42	\$3,094.21	\$3,156.08	\$3,219.24
22	\$2,476.87	\$2,553.01	\$2,631.61	\$2,712.62	\$2,796.11	\$2,882.17	\$2,970.88	\$3,062.31	\$3,156.56	\$3,253.68	\$3,318.79	\$3,385.13
22A	\$2,551.18	\$2,629.60	\$2,710.57	\$2,794.01	\$2,879.98	\$2,968.65	\$3,060.01	\$3,154.18	\$3,251.27	\$3,351.28	\$3,418.35	\$3,486.68
24	\$2,721.44	\$2,803.65	\$2,888.29	\$2,975.48	\$3,065.45	\$3,157.97	\$3,253.42	\$3,351.64	\$3,452.90	\$3,557.15	\$3,628.28	\$3,700.85
24A	\$2,803.07	\$2,887.76	\$2,974.93	\$3,064.75	\$3,157.42	\$3,252.70	\$3,351.00	\$3,452.18	\$3,556.48	\$3,663.86	\$3,737.13	\$3,811.87
25	\$2,839.11	\$2,925.38	\$3,014.30	\$3,106.00	\$3,200.40	\$3,297.68	\$3,397.93	\$3,501.30	\$3,607.69	\$3,717.36	\$3,791.70	\$3,867.53
25A	\$2,981.07	\$3,071.66	\$3,165.03	\$3,261.29	\$3,360.42	\$3,462.57	\$3,567.82	\$3,676.36	\$3,788.07	\$3,903.23	\$3,981.29	\$4,060.91
25B	\$3,037.83	\$3,130.16	\$3,225.32	\$3,323.43	\$3,424.42	\$3,528.52	\$3,635.79	\$3,746.38	\$3,860.23	\$3,977.58	\$4,057.13	\$4,138.25
26	\$2,943.92	\$3,033.96	\$3,126.64	\$3,222.24	\$3,320.73	\$3,422.26	\$3,526.82	\$3,634.65	\$3,745.73	\$3,860.26	\$3,937.47	\$4,016.22
26A	\$3,032.24	\$3,124.98	\$3,220.45	\$3,318.90	\$3,420.36	\$3,524.93	\$3,632.64	\$3,743.69	\$3,858.10	\$3,976.07	\$4,055.58	\$4,136.71
27A	\$3,205.49	\$3,303.53	\$3,404.45	\$3,508.53	\$3,615.78	\$3,726.33	\$3,840.18	\$3,957.58	\$4,078.55	\$4,203.24	\$4,287.31	\$4,373.05
27B	\$3,266.54	\$3,366.46	\$3,469.29	\$3,575.36	\$3,684.65	\$3,797.31	\$3,913.33	\$4,032.97	\$4,156.23	\$4,283.31	\$4,368.97	\$4,456.35

#### BU 08 & 10 Salary Plans (10C/D)

Grade	1	2	3	4	5	6	7	8	9	10
90A	\$1,885.00	\$2,010.10	\$2,135.24	\$2,260.37	\$2,385.47	\$2,510.57	\$2,635.73	\$2,760.82	\$2,885.93	\$3,011.07
90B	\$2,036.96	\$2,175.24	\$2,313.50	\$2,451.76	\$2,590.09	\$2,728.32	\$2,866.60	\$3,004.89	\$3,143.16	\$3,281.42
90C	\$2,167.56	\$2,310.87	\$2,454.22	\$2,597.47	\$2,740.77	\$2,884.10	\$3,027.39	\$3,170.68	\$3,314.00	\$3,457.29
92A	\$4,064.93	\$4,186.88								
92B	\$4,455.80									
93A	\$2,073.51	\$2,211.12	\$2,348.77	\$2,486.36	\$2,624.02	\$2,761.63	\$2,899.25	\$3,036.89	\$3,174.54	\$3,312.17
93B	\$2,240.64	\$2,392.74	\$2,544.86	\$2,696.96	\$2,849.04	\$3,001.16	\$3,153.25	\$3,305.39	\$3,457.47	\$3,609.57
93C	\$2,384.33	\$2,541.95	\$2,699.58	\$2,857.25	\$3,014.86	\$3,172.49	\$3,330.10	\$3,487.77	\$3,645.40	\$3,803.02

**BU 08 & 10 Salary Plans (10CD)**

Grade 13: Teacher Aide at DESE

185 days 7-hour day 35 hours

Grade	1	2	3	4	5	6	7	8	9	10	11	12
15	\$1,153.80	\$1,187.76	\$1,222.71	\$1,258.72	\$1,295.74	\$1,333.86	\$1,373.13	\$1,413.52	\$1,455.12	\$1,497.98	\$1,527.93	\$1,558.48
90A	\$2,260.25	\$2,410.14	\$2,560.02	\$2,709.92	\$2,859.80	\$3,010.30	\$3,160.19	\$3,310.07	\$3,459.97	\$3,610.46		
90B	\$2,442.12	\$2,608.00	\$2,773.90	\$2,939.78	\$3,105.68	\$3,270.99	\$3,436.87	\$3,602.76	\$3,768.65	\$3,934.53		
90C	\$2,598.53	\$2,770.35	\$2,942.74	\$3,113.98	\$3,286.39	\$3,458.21	\$3,630.01	\$3,801.82	\$3,973.62	\$4,145.46		
92A	\$4,873.60											
93A	\$2,485.97	\$2,651.25	\$2,815.95	\$2,981.26	\$3,145.97	\$3,311.25	\$3,475.96	\$3,641.27	\$3,805.99	\$3,971.26		
93B	\$2,686.23	\$2,868.69	\$3,051.18	\$3,233.65	\$3,416.14	\$3,598.60	\$3,780.49	\$3,962.98	\$4,145.46	\$4,327.92		
93C	\$2,858.62	\$3,047.62	\$3,236.62	\$3,425.61	\$3,614.60	\$3,803.58	\$3,992.60	\$4,181.58	\$4,370.59	\$4,559.58		

**Schedule of Biweekly Salary Rates  
Units 8 & 10  
Effective January 3, 2021**

Increase  
of 2.00%

**BU 08 & 10 Salary Plans (08A/B,10A/B)**

Grade	1	2	3	4	5	6	7	8	9	10	11	12
01	\$1,147.07	\$1,166.20	\$1,185.72	\$1,205.56	\$1,225.80	\$1,246.32	\$1,267.24	\$1,288.64	\$1,310.31	\$1,332.48	\$1,359.14	\$1,386.30
02	\$1,167.86	\$1,187.00	\$1,206.47	\$1,226.38	\$1,246.58	\$1,267.14	\$1,288.09	\$1,309.39	\$1,331.15	\$1,353.22	\$1,380.33	\$1,407.90
03	\$1,185.37	\$1,207.00	\$1,228.93	\$1,251.38	\$1,274.26	\$1,297.64	\$1,321.35	\$1,345.67	\$1,370.34	\$1,395.58	\$1,423.50	\$1,452.00
04	\$1,216.03	\$1,237.58	\$1,259.62	\$1,282.10	\$1,304.98	\$1,328.26	\$1,352.04	\$1,376.35	\$1,401.02	\$1,426.18	\$1,454.68	\$1,483.76
05	\$1,235.33	\$1,258.72	\$1,282.55	\$1,306.92	\$1,331.77	\$1,357.09	\$1,382.99	\$1,409.40	\$1,436.36	\$1,463.84	\$1,493.10	\$1,522.98
06	\$1,276.54	\$1,300.01	\$1,323.91	\$1,348.27	\$1,373.14	\$1,398.48	\$1,424.34	\$1,450.74	\$1,477.64	\$1,505.07	\$1,535.16	\$1,565.83
07	\$1,307.04	\$1,332.60	\$1,358.68	\$1,385.35	\$1,412.55	\$1,440.30	\$1,468.74	\$1,497.63	\$1,527.24	\$1,557.44	\$1,588.60	\$1,620.35
08	\$1,335.59	\$1,363.15	\$1,391.30	\$1,420.18	\$1,449.70	\$1,479.85	\$1,510.63	\$1,542.09	\$1,574.32	\$1,607.25	\$1,639.35	\$1,672.20
09	\$1,382.99	\$1,413.10	\$1,443.94	\$1,475.53	\$1,507.75	\$1,540.82	\$1,574.65	\$1,609.28	\$1,644.72	\$1,680.97	\$1,714.61	\$1,748.87
10	\$1,433.22	\$1,465.34	\$1,498.14	\$1,531.73	\$1,566.20	\$1,601.39	\$1,637.48	\$1,674.47	\$1,714.20	\$1,755.30	\$1,790.42	\$1,826.22
11	\$1,480.11	\$1,515.07	\$1,550.91	\$1,587.58	\$1,625.19	\$1,663.79	\$1,704.76	\$1,747.79	\$1,791.87	\$1,837.10	\$1,873.83	\$1,911.28
12	\$1,541.48	\$1,578.28	\$1,615.92	\$1,654.54	\$1,694.97	\$1,738.11	\$1,782.27	\$1,827.61	\$1,874.10	\$1,921.69	\$1,960.12	\$1,999.34
12A	\$1,587.73	\$1,625.61	\$1,664.41	\$1,704.18	\$1,745.81	\$1,790.26	\$1,835.73	\$1,882.41	\$1,930.31	\$1,979.35	\$2,018.94	\$2,059.30
13	\$1,622.83	\$1,661.70	\$1,702.88	\$1,746.35	\$1,790.83	\$1,836.51	\$1,883.28	\$1,931.32	\$1,980.52	\$2,031.03	\$2,071.65	\$2,113.05
14	\$1,686.96	\$1,735.02	\$1,784.46	\$1,835.36	\$1,887.62	\$1,941.41	\$1,996.74	\$2,053.67	\$2,112.22	\$2,172.36	\$2,215.80	\$2,260.10
14A	\$1,737.57	\$1,787.08	\$1,837.99	\$1,890.41	\$1,944.24	\$1,999.66	\$2,056.65	\$2,115.27	\$2,175.56	\$2,237.52	\$2,282.26	\$2,327.88
15	\$1,772.15	\$1,824.29	\$1,877.97	\$1,933.28	\$1,990.12	\$2,048.68	\$2,109.00	\$2,171.04	\$2,234.90	\$2,300.74	\$2,346.75	\$2,393.69
16	\$1,867.97	\$1,924.84	\$1,983.35	\$2,043.72	\$2,105.94	\$2,170.02	\$2,236.06	\$2,304.12	\$2,374.27	\$2,446.46	\$2,495.41	\$2,545.34
17	\$1,980.52	\$2,039.68	\$2,100.65	\$2,163.48	\$2,228.09	\$2,294.61	\$2,363.20	\$2,433.86	\$2,506.62	\$2,581.56	\$2,633.15	\$2,685.81
17A	\$2,059.74	\$2,121.26	\$2,184.68	\$2,250.02	\$2,317.21	\$2,386.39	\$2,457.72	\$2,531.22	\$2,606.88	\$2,684.81	\$2,738.48	\$2,793.26
18	\$2,075.28	\$2,138.35	\$2,203.25	\$2,270.15	\$2,339.06	\$2,410.12	\$2,483.28	\$2,558.69	\$2,636.35	\$2,716.47	\$2,770.79	\$2,826.23
19	\$2,182.73	\$2,249.72	\$2,318.82	\$2,389.98	\$2,463.33	\$2,538.94	\$2,616.97	\$2,697.28	\$2,780.06	\$2,865.46	\$2,922.77	\$2,981.23
19A	\$2,270.03	\$2,339.71	\$2,411.57	\$2,485.59	\$2,561.86	\$2,640.50	\$2,721.65	\$2,805.17	\$2,891.25	\$2,980.07	\$3,039.67	\$3,100.46
20	\$2,300.04	\$2,369.23	\$2,440.58	\$2,513.99	\$2,589.59	\$2,667.59	\$2,747.85	\$2,830.57	\$2,915.76	\$3,003.49	\$3,063.58	\$3,124.86
21	\$2,406.90	\$2,480.50	\$2,556.27	\$2,634.49	\$2,714.97	\$2,798.02	\$2,883.56	\$2,971.66	\$3,062.48	\$3,156.09	\$3,219.20	\$3,283.62
21A	\$2,503.18	\$2,579.71	\$2,658.52	\$2,739.86	\$2,823.57	\$2,909.93	\$2,998.90	\$3,090.51	\$3,184.96	\$3,282.35	\$3,347.98	\$3,414.97
22	\$2,526.41	\$2,604.07	\$2,684.25	\$2,766.87	\$2,852.03	\$2,939.83	\$3,030.29	\$3,123.56	\$3,219.70	\$3,318.75	\$3,385.17	\$3,452.83
23	\$2,655.72	\$2,735.77	\$2,818.22	\$2,903.18	\$2,990.62	\$3,080.78	\$3,173.62	\$3,269.29	\$3,367.79	\$3,469.28	\$3,538.67	\$3,609.43
24	\$2,775.86	\$2,859.71	\$2,946.06	\$3,034.98	\$3,126.76	\$3,221.13	\$3,318.48	\$3,418.67	\$3,521.97	\$3,628.29	\$3,700.85	\$3,774.87
25	\$2,895.90	\$2,983.89	\$3,074.59	\$3,168.12	\$3,264.40	\$3,363.63	\$3,465.89	\$3,571.31	\$3,679.84	\$3,791.71	\$3,867.53	\$3,944.88
26	\$3,002.80	\$3,094.65	\$3,189.17	\$3,286.68	\$3,387.13	\$3,490.70	\$3,597.36	\$3,707.34	\$3,820.65	\$3,937.47	\$4,016.22	\$4,096.55
C19	\$2,316.99	\$2,388.11	\$2,461.46	\$2,537.03	\$2,614.88	\$2,695.16	\$2,777.99	\$2,863.23	\$2,951.06	\$3,041.73	\$3,102.57	\$3,164.62

C20	\$2,432.84	\$2,507.52	\$2,584.54	\$2,663.88	\$2,745.62	\$2,829.90	\$2,916.87	\$3,006.39	\$3,098.60	\$3,193.80	\$3,257.71	\$3,322.86
C21	\$2,554.50	\$2,632.90	\$2,713.77	\$2,797.06	\$2,882.91	\$2,971.39	\$3,062.72	\$3,156.71	\$3,253.56	\$3,353.49	\$3,420.58	\$3,488.98
C22	\$2,682.72	\$2,764.76	\$2,849.22	\$2,936.36	\$3,026.09	\$3,118.65	\$3,214.02	\$3,312.18	\$3,413.41	\$3,517.77	\$3,588.09	\$3,659.90
C23	\$2,816.86	\$2,902.99	\$2,991.68	\$3,083.18	\$3,177.40	\$3,274.58	\$3,374.71	\$3,477.79	\$3,584.09	\$3,693.65	\$3,767.51	\$3,842.90

#### BU 08 & 10 Salary Plans (10E/F)

Grade	1	2	3	4	5	6	7	8	9	10	11	12
20	\$2,300.04	\$2,369.23	\$2,440.57	\$2,513.98	\$2,589.60	\$2,667.59	\$2,747.85	\$2,830.57	\$2,915.75	\$3,003.50	\$3,063.58	\$3,124.86
21	\$2,406.89	\$2,480.50	\$2,556.27	\$2,634.48	\$2,714.96	\$2,798.03	\$2,883.57	\$2,971.66	\$3,062.47	\$3,156.09	\$3,219.20	\$3,283.62
22	\$2,526.41	\$2,604.07	\$2,684.24	\$2,766.87	\$2,852.03	\$2,939.81	\$3,030.30	\$3,123.56	\$3,219.69	\$3,318.75	\$3,385.17	\$3,452.83
22A	\$2,602.20	\$2,682.19	\$2,764.78	\$2,849.89	\$2,937.58	\$3,028.02	\$3,121.21	\$3,217.26	\$3,316.30	\$3,418.31	\$3,486.72	\$3,556.41
24	\$2,775.87	\$2,859.72	\$2,946.06	\$3,034.99	\$3,126.76	\$3,221.13	\$3,318.49	\$3,418.67	\$3,521.96	\$3,628.29	\$3,700.85	\$3,774.87
24A	\$2,859.13	\$2,945.52	\$3,034.43	\$3,126.05	\$3,220.57	\$3,317.75	\$3,418.02	\$3,521.22	\$3,627.61	\$3,737.14	\$3,811.87	\$3,888.11
25	\$2,895.89	\$2,983.89	\$3,074.59	\$3,168.12	\$3,264.41	\$3,363.63	\$3,465.89	\$3,571.33	\$3,679.84	\$3,791.71	\$3,867.53	\$3,944.88
25A	\$3,040.69	\$3,133.09	\$3,228.33	\$3,326.52	\$3,427.63	\$3,531.82	\$3,639.18	\$3,749.89	\$3,863.83	\$3,981.29	\$4,060.92	\$4,142.13
25B	\$3,098.59	\$3,192.76	\$3,289.83	\$3,389.90	\$3,492.91	\$3,599.09	\$3,708.51	\$3,821.31	\$3,937.43	\$4,057.13	\$4,138.27	\$4,221.02
26	\$3,002.80	\$3,094.64	\$3,189.17	\$3,286.68	\$3,387.14	\$3,490.71	\$3,597.36	\$3,707.34	\$3,820.64	\$3,937.47	\$4,016.22	\$4,096.54
26A	\$3,092.88	\$3,187.48	\$3,284.86	\$3,385.28	\$3,488.77	\$3,595.43	\$3,705.29	\$3,818.56	\$3,935.26	\$4,055.59	\$4,136.69	\$4,219.44
27A	\$3,269.60	\$3,369.60	\$3,472.54	\$3,578.70	\$3,688.10	\$3,800.86	\$3,916.98	\$4,036.73	\$4,160.12	\$4,287.30	\$4,373.06	\$4,460.51
27B	\$3,331.87	\$3,433.79	\$3,538.68	\$3,646.87	\$3,758.34	\$3,873.26	\$3,991.60	\$4,113.63	\$4,239.35	\$4,368.98	\$4,456.35	\$4,545.48

#### BU 08 & 10 Salary Plans (10C/D)

Grade	1	2	3	4	5	6	7	8	9	10
90A	\$1,922.70	\$2,050.30	\$2,177.94	\$2,305.58	\$2,433.18	\$2,560.78	\$2,688.44	\$2,816.04	\$2,943.65	\$3,071.29
90B	\$2,077.70	\$2,218.74	\$2,359.77	\$2,500.80	\$2,641.89	\$2,782.89	\$2,923.93	\$3,064.99	\$3,206.02	\$3,347.05
90C	\$2,210.91	\$2,357.09	\$2,503.30	\$2,649.42	\$2,795.59	\$2,941.78	\$3,087.94	\$3,234.09	\$3,380.28	\$3,526.44
92A	\$4,146.23	\$4,270.62								
92B	\$4,544.92									
93A	\$2,114.98	\$2,255.34	\$2,395.75	\$2,536.09	\$2,676.50	\$2,816.86	\$2,957.24	\$3,097.63	\$3,238.03	\$3,378.41
93B	\$2,285.45	\$2,440.59	\$2,595.76	\$2,750.90	\$2,906.02	\$3,061.18	\$3,216.32	\$3,371.50	\$3,526.62	\$3,681.76
93C	\$2,432.02	\$2,592.79	\$2,753.57	\$2,914.40	\$3,075.16	\$3,235.94	\$3,396.70	\$3,557.53	\$3,718.31	\$3,879.08

**BU 08 & 10 Salary Plans (10CD)**

Grade 13: Teacher Aide at DESE

185 days 7-hour day 35 hours

Grade	1	2	3	4	5	6	7	8	9	10	11	12
15	\$1,176.88	\$1,211.52	\$1,247.16	\$1,283.89	\$1,321.65	\$1,360.54	\$1,400.59	\$1,441.79	\$1,484.22	\$1,527.94	\$1,558.49	\$1,589.65
90A	\$2,305.46	\$2,458.34	\$2,611.22	\$2,764.12	\$2,917.00	\$3,070.51	\$3,223.39	\$3,376.27	\$3,529.17	\$3,682.67		
90B	\$2,490.96	\$2,660.16	\$2,829.38	\$2,998.58	\$3,167.79	\$3,336.41	\$3,505.61	\$3,674.82	\$3,844.02	\$4,013.22		
90C	\$2,650.50	\$2,825.76	\$3,001.59	\$3,176.26	\$3,352.12	\$3,527.37	\$3,702.61	\$3,877.86	\$4,053.09	\$4,228.37		
92A	\$4,971.07											
93A	\$2,535.69	\$2,704.28	\$2,872.27	\$3,040.89	\$3,208.89	\$3,377.48	\$3,545.48	\$3,714.10	\$3,882.11	\$4,050.69		
93B	\$2,739.95	\$2,926.06	\$3,112.20	\$3,298.32	\$3,484.46	\$3,670.57	\$3,856.10	\$4,042.24	\$4,228.37	\$4,414.48		
93C	\$2,915.79	\$3,108.57	\$3,301.35	\$3,494.12	\$3,686.89	\$3,879.65	\$4,072.45	\$4,265.21	\$4,458.00	\$4,650.77		

**APPENDIX A-1**  
**Schedule of Biweekly Salary Rates**  
**Units 8 & 10**  
**Effective January 2, 2022**

Increase  
of 2.00%

**BU 08 & 10 Salary Plans (08A/B,10A/B)**

Grade	1	2	3	4	5	6	7	8	9	10	11	12
01	\$1,170.01	\$1,189.52	\$1,209.43	\$1,229.67	\$1,250.32	\$1,271.25	\$1,292.58	\$1,314.41	\$1,336.52	\$1,359.13	\$1,386.32	\$1,414.03
02	\$1,191.22	\$1,210.74	\$1,230.60	\$1,250.91	\$1,271.51	\$1,292.48	\$1,313.85	\$1,335.58	\$1,357.77	\$1,380.28	\$1,407.94	\$1,436.06
03	\$1,209.08	\$1,231.14	\$1,253.51	\$1,276.41	\$1,299.75	\$1,323.59	\$1,347.78	\$1,372.58	\$1,397.75	\$1,423.49	\$1,451.97	\$1,481.04
04	\$1,240.35	\$1,262.33	\$1,284.81	\$1,307.74	\$1,331.08	\$1,354.83	\$1,379.08	\$1,403.88	\$1,429.04	\$1,454.70	\$1,483.77	\$1,513.44
05	\$1,260.04	\$1,283.89	\$1,308.20	\$1,333.06	\$1,358.41	\$1,384.23	\$1,410.65	\$1,437.59	\$1,465.09	\$1,493.12	\$1,522.96	\$1,553.44
06	\$1,302.07	\$1,326.01	\$1,350.39	\$1,375.24	\$1,400.60	\$1,426.45	\$1,452.83	\$1,479.75	\$1,507.19	\$1,535.17	\$1,565.86	\$1,597.15
07	\$1,333.18	\$1,359.25	\$1,385.85	\$1,413.06	\$1,440.80	\$1,469.11	\$1,498.11	\$1,527.58	\$1,557.78	\$1,588.59	\$1,620.37	\$1,652.76
08	\$1,362.30	\$1,390.41	\$1,419.13	\$1,448.58	\$1,478.69	\$1,509.45	\$1,540.84	\$1,572.93	\$1,605.81	\$1,639.40	\$1,672.14	\$1,705.64
09	\$1,410.65	\$1,441.36	\$1,472.82	\$1,505.04	\$1,537.91	\$1,571.64	\$1,606.14	\$1,641.47	\$1,677.61	\$1,714.59	\$1,748.90	\$1,783.85
10	\$1,461.88	\$1,494.65	\$1,528.10	\$1,562.36	\$1,597.52	\$1,633.42	\$1,670.23	\$1,707.96	\$1,748.48	\$1,790.41	\$1,826.23	\$1,862.74
11	\$1,509.71	\$1,545.37	\$1,581.93	\$1,619.33	\$1,657.69	\$1,697.07	\$1,738.86	\$1,782.75	\$1,827.71	\$1,873.84	\$1,911.31	\$1,949.51
12	\$1,572.31	\$1,609.85	\$1,648.24	\$1,687.63	\$1,728.87	\$1,772.87	\$1,817.92	\$1,864.16	\$1,911.58	\$1,960.12	\$1,999.32	\$2,039.33
12A	\$1,619.48	\$1,658.12	\$1,697.70	\$1,738.26	\$1,780.73	\$1,826.07	\$1,872.44	\$1,920.06	\$1,968.92	\$2,018.94	\$2,059.32	\$2,100.49
13	\$1,655.29	\$1,694.93	\$1,736.94	\$1,781.28	\$1,826.65	\$1,873.24	\$1,920.95	\$1,969.95	\$2,020.13	\$2,071.65	\$2,113.08	\$2,155.31
14	\$1,720.70	\$1,769.72	\$1,820.15	\$1,872.07	\$1,925.37	\$1,980.24	\$2,036.67	\$2,094.74	\$2,154.46	\$2,215.81	\$2,260.12	\$2,305.30
14A	\$1,772.32	\$1,822.82	\$1,874.75	\$1,928.22	\$1,983.12	\$2,039.65	\$2,097.78	\$2,157.58	\$2,219.07	\$2,282.27	\$2,327.91	\$2,374.44
15	\$1,807.59	\$1,860.78	\$1,915.53	\$1,971.95	\$2,029.92	\$2,089.65	\$2,151.18	\$2,214.46	\$2,279.60	\$2,346.75	\$2,393.69	\$2,441.56
16	\$1,905.33	\$1,963.34	\$2,023.02	\$2,084.59	\$2,148.06	\$2,213.42	\$2,280.78	\$2,350.20	\$2,421.76	\$2,495.39	\$2,545.32	\$2,596.25
17	\$2,020.13	\$2,080.47	\$2,142.66	\$2,206.75	\$2,272.65	\$2,340.50	\$2,410.46	\$2,482.54	\$2,556.75	\$2,633.19	\$2,685.81	\$2,739.53
17A	\$2,100.93	\$2,163.69	\$2,228.37	\$2,295.02	\$2,363.55	\$2,434.12	\$2,506.87	\$2,581.84	\$2,659.02	\$2,738.51	\$2,793.25	\$2,849.13
18	\$2,116.79	\$2,181.12	\$2,247.32	\$2,315.55	\$2,385.84	\$2,458.32	\$2,532.95	\$2,609.86	\$2,689.08	\$2,770.80	\$2,826.21	\$2,882.75
19	\$2,226.38	\$2,294.71	\$2,365.20	\$2,437.78	\$2,512.60	\$2,589.72	\$2,669.31	\$2,751.23	\$2,835.66	\$2,922.77	\$2,981.23	\$3,040.85
19A	\$2,315.43	\$2,386.50	\$2,459.80	\$2,535.30	\$2,613.10	\$2,693.31	\$2,776.08	\$2,861.27	\$2,949.08	\$3,039.67	\$3,100.46	\$3,162.47
20	\$2,346.04	\$2,416.61	\$2,489.39	\$2,564.27	\$2,641.38	\$2,720.94	\$2,802.81	\$2,887.18	\$2,974.08	\$3,063.56	\$3,124.85	\$3,187.36
21	\$2,455.04	\$2,530.11	\$2,607.40	\$2,687.18	\$2,769.27	\$2,853.98	\$2,941.23	\$3,031.09	\$3,123.73	\$3,219.21	\$3,283.58	\$3,349.29
21A	\$2,553.24	\$2,631.30	\$2,711.69	\$2,794.66	\$2,880.04	\$2,968.13	\$3,058.88	\$3,152.32	\$3,248.66	\$3,348.00	\$3,414.94	\$3,483.27
22	\$2,576.94	\$2,656.15	\$2,737.94	\$2,822.21	\$2,909.07	\$2,998.63	\$3,090.90	\$3,186.03	\$3,284.09	\$3,385.13	\$3,452.87	\$3,521.89
23	\$2,708.83	\$2,790.49	\$2,874.58	\$2,961.24	\$3,050.43	\$3,142.40	\$3,237.09	\$3,334.68	\$3,435.15	\$3,538.67	\$3,609.44	\$3,681.62
24	\$2,831.38	\$2,916.90	\$3,004.98	\$3,095.68	\$3,189.30	\$3,285.55	\$3,384.85	\$3,487.04	\$3,592.41	\$3,700.86	\$3,774.87	\$3,850.37
25	\$2,953.82	\$3,043.57	\$3,136.08	\$3,231.48	\$3,329.69	\$3,430.90	\$3,535.21	\$3,642.74	\$3,753.44	\$3,867.54	\$3,944.88	\$4,023.78
26	\$3,062.86	\$3,156.54	\$3,252.95	\$3,352.41	\$3,454.87	\$3,560.51	\$3,669.31	\$3,781.49	\$3,897.06	\$4,016.22	\$4,096.54	\$4,178.48

C19	\$2,363.33	\$2,435.87	\$2,510.69	\$2,587.77	\$2,667.18	\$2,749.06	\$2,833.55	\$2,920.49	\$3,010.08	\$3,102.56	\$3,164.62	\$3,227.91
C20	\$2,481.50	\$2,557.67	\$2,636.23	\$2,717.16	\$2,800.53	\$2,886.50	\$2,975.21	\$3,066.52	\$3,160.57	\$3,257.68	\$3,322.86	\$3,389.32
C21	\$2,605.59	\$2,685.56	\$2,768.05	\$2,853.00	\$2,940.57	\$3,030.82	\$3,123.97	\$3,219.84	\$3,318.63	\$3,420.56	\$3,488.99	\$3,558.76
C22	\$2,736.37	\$2,820.06	\$2,906.20	\$2,995.09	\$3,086.61	\$3,181.02	\$3,278.30	\$3,378.42	\$3,481.68	\$3,588.13	\$3,659.85	\$3,733.10
C23	\$2,873.20	\$2,961.05	\$3,051.51	\$3,144.84	\$3,240.95	\$3,340.07	\$3,442.20	\$3,547.35	\$3,655.77	\$3,767.52	\$3,842.86	\$3,919.76

#### BU 08 & 10 Salary Plans (10E/F)

Grade	1	2	3	4	5	6	7	8	9	10	11	12
20	\$2,346.04	\$2,416.61	\$2,489.38	\$2,564.26	\$2,641.39	\$2,720.94	\$2,802.81	\$2,887.18	\$2,974.07	\$3,063.57	\$3,124.85	\$3,187.36
21	\$2,455.03	\$2,530.11	\$2,607.40	\$2,687.17	\$2,769.26	\$2,853.99	\$2,941.24	\$3,031.09	\$3,123.72	\$3,219.21	\$3,283.58	\$3,349.29
22	\$2,576.94	\$2,656.15	\$2,737.92	\$2,822.21	\$2,909.07	\$2,998.61	\$3,090.91	\$3,186.03	\$3,284.08	\$3,385.13	\$3,452.87	\$3,521.89
22A	\$2,654.24	\$2,735.83	\$2,820.08	\$2,906.89	\$2,996.33	\$3,088.58	\$3,183.63	\$3,281.61	\$3,382.63	\$3,486.68	\$3,556.45	\$3,627.54
24	\$2,831.39	\$2,916.91	\$3,004.98	\$3,095.69	\$3,189.30	\$3,285.55	\$3,384.86	\$3,487.04	\$3,592.40	\$3,700.86	\$3,774.87	\$3,850.37
24A	\$2,916.31	\$3,004.43	\$3,095.12	\$3,188.57	\$3,284.98	\$3,384.11	\$3,486.38	\$3,591.64	\$3,700.16	\$3,811.88	\$3,888.11	\$3,965.87
25	\$2,953.81	\$3,043.57	\$3,136.08	\$3,231.48	\$3,329.70	\$3,430.90	\$3,535.21	\$3,642.76	\$3,753.44	\$3,867.54	\$3,944.88	\$4,023.78
25A	\$3,101.50	\$3,195.75	\$3,292.90	\$3,393.05	\$3,496.18	\$3,602.46	\$3,711.96	\$3,824.89	\$3,941.11	\$4,060.92	\$4,142.14	\$4,224.97
25B	\$3,160.56	\$3,256.62	\$3,355.63	\$3,457.70	\$3,562.77	\$3,671.07	\$3,782.68	\$3,897.74	\$4,016.18	\$4,138.27	\$4,221.04	\$4,305.44
26	\$3,062.86	\$3,156.53	\$3,252.95	\$3,352.41	\$3,454.88	\$3,560.52	\$3,669.31	\$3,781.49	\$3,897.05	\$4,016.22	\$4,096.54	\$4,178.47
26A	\$3,154.74	\$3,251.23	\$3,350.56	\$3,452.99	\$3,558.55	\$3,667.34	\$3,779.40	\$3,894.93	\$4,013.97	\$4,136.70	\$4,219.42	\$4,303.83
27A	\$3,334.99	\$3,436.99	\$3,541.99	\$3,650.27	\$3,761.86	\$3,876.88	\$3,995.32	\$4,117.46	\$4,243.32	\$4,373.05	\$4,460.52	\$4,549.72
27B	\$3,398.51	\$3,502.47	\$3,609.45	\$3,719.81	\$3,833.51	\$3,950.73	\$4,071.43	\$4,195.90	\$4,324.14	\$4,456.36	\$4,545.48	\$4,636.39

#### BU 08 & 10 Salary Plans (10C/D)

Grade	1	2	3	4	5	6	7	8	9	10
90A	\$1,961.15	\$2,091.31	\$2,221.50	\$2,351.69	\$2,481.84	\$2,612.00	\$2,742.21	\$2,872.36	\$3,002.52	\$3,132.72
90B	\$2,119.25	\$2,263.11	\$2,406.97	\$2,550.82	\$2,694.73	\$2,838.55	\$2,982.41	\$3,126.29	\$3,270.14	\$3,413.99
90C	\$2,255.13	\$2,404.23	\$2,553.37	\$2,702.41	\$2,851.50	\$3,000.62	\$3,149.70	\$3,298.77	\$3,447.89	\$3,596.97
92A	\$4,229.15	\$4,356.03								
92B	\$4,635.82									
93A	\$2,157.28	\$2,300.45	\$2,443.67	\$2,586.81	\$2,730.03	\$2,873.20	\$3,016.38	\$3,159.58	\$3,302.79	\$3,445.98
93B	\$2,331.16	\$2,489.40	\$2,647.68	\$2,805.92	\$2,964.14	\$3,122.40	\$3,280.65	\$3,438.93	\$3,597.15	\$3,755.40
93C	\$2,480.66	\$2,644.65	\$2,808.64	\$2,972.69	\$3,136.66	\$3,300.66	\$3,464.63	\$3,628.68	\$3,792.68	\$3,956.66



**BU 08 & 10 Salary Plans (10CD)**

Grade 13: Teacher Aide at DESE

185 days 7-hour day 35 hours

Grade	1	2	3	4	5	6	7	8	9	10	11	12
15	\$1,200.42	\$1,235.75	\$1,272.10	\$1,309.57	\$1,348.08	\$1,387.75	\$1,428.60	\$1,470.63	\$1,513.90	\$1,558.50	\$1,589.66	\$1,621.44
90A	\$2,351.57	\$2,507.51	\$2,663.44	\$2,819.40	\$2,975.34	\$3,131.92	\$3,287.86	\$3,443.80	\$3,599.75	\$3,756.32		
90B	\$2,540.78	\$2,713.36	\$2,885.97	\$3,058.55	\$3,231.15	\$3,403.14	\$3,575.72	\$3,748.32	\$3,920.90	\$4,093.48		
90C	\$2,703.51	\$2,882.28	\$3,061.62	\$3,239.79	\$3,419.16	\$3,597.92	\$3,776.66	\$3,955.42	\$4,134.15	\$4,312.94		
92A	\$5,070.49											
93A	\$2,586.40	\$2,758.37	\$2,929.72	\$3,101.71	\$3,273.07	\$3,445.03	\$3,616.39	\$3,788.38	\$3,959.75	\$4,131.70		
93B	\$2,794.75	\$2,984.58	\$3,174.44	\$3,364.29	\$3,554.15	\$3,743.98	\$3,933.22	\$4,123.08	\$4,312.94	\$4,502.77		
93C	\$2,974.11	\$3,170.74	\$3,367.38	\$3,564.00	\$3,760.63	\$3,957.24	\$4,153.90	\$4,350.51	\$4,547.16	\$4,743.79		

**APPENDIX C**  
**LIST OF JOB TITLES WITH JOB GRADES**

<u>TITLE</u>		<u>UNIT</u>	<u>JOB GRADE</u>
Adaptive Equipment Designer C		8	22
Agent for State Industries A/B		8	14
Agent for State Industries C		8	19
Benefits Eligibility & Referral Social Worker A/B		8	18
Benefits Eligibility & Referral Social Worker C		8	20
Benefits Eligibility & Referral Social Worker D		8	22
Case Reviewer A/B		8	22
Chaplain A/B		8	20
Chaplain C		8	21
Child Care Licensing Specialist I		8	22
Child Care Licensing Specialist II		8	25
Child Support Enforcement Specialist I		8	18
Child Support Enforcement Specialist II		8	21
Child Support Enforcement Specialist III		8	23
Child Support Investigator A/B		8	23
Child Support Investigator C		8	25
Clinical Social Worker A/B		8	21
Clinical Social Worker C		8	23
Clinical Social Worker D		8	24
Community Resource Developer A/B		8	18
Community Resource Developer C		8	21
Coordinator of Day Care Services A/B		8	22
Correctional Program Officer A/B		8	C20
Correctional Program Officer C		8	C21
Correctional Program Officer D		8	C23
Education Specialist A/B		10	20
Education Specialist C		10	23
Education Specialist D		10	25
Education Specialist A	ESAN20	10	20
Education Specialist B (G)*	ESBG21	10	21
Education Specialist B w/ BA	ESBG21	10	21
Education Specialist B w/ MA	ESBM22	10	22A
Education Specialist C no degree (G)*	ESCG24	10	24
Education Specialist C w/ BA	ESCB24	10	24A
Education Specialist C w/ MA	ESCM25	10	25A
Education Specialist C w/ PhD	ESCP25	10	25B
Education Specialist D w/ no degree (G)*	ESDG26	10	26
Education Specialist D w/ BA (G)*	ESDGBA	10	26A
Education Specialist D w/MA	ESDM27	10	27A
Education Specialist D w/PhD	ESDP27	10	27B
Employment Services Specialist A/B		8	20
Executive Clemency Coordinator A/B		8	20
Habilitation Coordinator A/B		10	18
Habilitation Coordinator C		10	20
Habilitation Coordinator D		10	22
Human Services Assistant A/B		8	15

Human Services Coordinator A/B	8	19
Human Services Coordinator C	8	21
Human Services Coordinator D	8	22
Industrial Accident Counselor C	8	21
Industrial Accident Counselor D	8	23
Interpreter for the Deaf & Hard of Hearing A/B	8	20
Interpreter for the Deaf & Hard of Hearing C	8	22
Interpreter for the Deaf & Hard of Hearing D	8	23
Interpreter for the Deaf & Hard of Hearing/CART Referral Specialist A/B	8	18
Interpreter for the Deaf & Hard of Hearing/CART Referral Specialist C	8	20
Interpreter for the Deaf & Hard of Hearing/CART Referral Specialist D	8	22
Librarian A/B	10	18
Librarian C	10	20
Library Technician A/B	10	16
Mental Health Coordinator A/B	8	16
Qualified Vocational Rehabilitation Counselor A/B	8	20
Qualified Vocational Rehabilitation Counselor C	8	21
Qualified Vocational Rehabilitation Counselor D	8	23
Quality Assurance Specialist A/B	8	22
Recreational Services Specialist A/B	10	15
Rehabilitation Counselor A/B	8	18
Rehabilitation Counselor C	8	20
Rehabilitation Counselor D	8	22
Residential Supervisor A/B	8	17A
Residential Supervisor C	8	19A
Residential Supervisor D	8	21A
Social Worker I	8	19
Social Worker II	8	20
Social Worker III	8	23
Social Worker IV	8	24
Social Work Technician A/B	8	14
Special Investigator DCF A/B	8	22
Teacher C	10	90A-C
Teacher D	10	93 A-C
Teacher E	10	92A
Teacher Aide A/B	10	13
Transitional Parole Officer A/B	8	19
Vocational Disability Examiner A/B	8	20
Vocational Disability Examiner C	8	21
Vocational Disability Examiner D	8	23
Vocational Instructor A/B	10	12A
Vocational Instructor C	10	14A
Youth Services Program Officer A/B	8	19
Youth Services Program Officer C	8	20

*\*Grandfathered*

**APPENDIX D**  
**LIST OF TITLES (OR SUCCESSOR TITLES)**  
**EXCLUDED FROM**  
**PROMOTION PROVISIONS OF ARTICLE 14**

Department of Education (Unit 10)

15-992	Head Teacher of Institution Schools
17-044	Principal, Institution Schools
20-939	Educational Specialist III
22-831	Educational Specialist IV

Massachusetts Rehabilitation Commission (Unit 8)

20-948	Vocational Rehabilitation Counselor IV
20-947	Chief Vocational Disability Examiner

Department of Transitional Assistance (Unit 8)

18-007	Assistant Coordinator of Day Care Services
20-971	Child Support Coordinator
18-014	Social Worker III (Child Welfare Community Service Specialist)
18-008	Child Welfare Training Supervisor
17-025	Community Work and Training Coordinator
19-897	Coordinator of Day Care Service
19-898	Coordinator of Homemaker Services
20-943	Food Programs Coordinator
18-012	Financial Assistance Worker IV (Public Assistance Deputy Administrator)
19-902	Department of Transitional Assistance District Supervisor
17-032	Senior Contract Specialist
18-010	Food Distribution Program Specialist
19-907	Supervisor of Family Planning
18-015	Supervisor of Licensing Incorp. Children's Foster Care Agencies
18-009	Supervisor of Medical Social Work

Department of Corrections (Unit 10)

17-044	Principal, Institution School
18-011	Social Worker V
20-940	Supervisor of Education, Correction

**APPENDIX E  
NON-SELECTION FORM**

NAME \_\_\_\_\_ CURRENT POSITION J.G. \_\_\_\_\_  
ADDRESS \_\_\_\_\_ TITLE \_\_\_\_\_  
\_\_\_\_\_ POSITION SOUGHT J.G. \_\_\_\_\_  
\_\_\_\_\_ TITLE \_\_\_\_\_  
SOCIAL SECURITY NUMBER \_\_\_\_\_

We regret to inform you that another applicant has been selected for the position you sought. That applicant has been selected because he/she has been deemed to be more qualified than you by virtue of one or more of the following reasons:

- ( ) 1. Ability to do the job.  
    ( ) Performance evaluation                      ( ) Interview  
( ) 2. Licenses/Registration  
( ) 3. Work History  
( ) 4. Experience in Related Work  
( ) 5. Education and training directly related to the duties of the vacant position.  
( ) 6. Seniority  
( ) 7. Applicant from within the work unit selected.  
( ) 8. Other (Explain) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This notice is for the purpose of meeting the notice requirements of Article 14, Section 2E. It does not preclude either party from raising other issues under the provisions of Article 23A of the Agreement.

BY: \_\_\_\_\_  
                    SUPERVISOR

**APPENDIX F  
GRIEVANCE REPORT**

**STEP#:** \_\_\_\_\_ **BARGAINING UNIT:** \_\_\_\_\_  
**GRIEVANT(S):** \_\_\_\_\_  
**JOB TITLE:** \_\_\_\_\_ **AGENCY START DATE (if known):** \_\_\_\_\_  
**AGENCY:** \_\_\_\_\_ **REGION:** \_\_\_\_\_ **WORK LOCATION:** \_\_\_\_\_  
**MANAGER(S):** \_\_\_\_\_  
**Employer is in violation of Article(s)** \_\_\_\_\_ **and any other relevant provisions of the Agreement.**

---

**STATEMENT BY GRIEVANT OR UNION**

Use additional sheets of paper if necessary. The statement should include:

1. Nature of the contract violation (i.e. what action did the employer take or fail to take which violated the Contract).
  2. The date(s) of the violation and, where appropriate (as in promotions, demotions, transfers, reassignments, etc.), the relevant title(s) and work location(s).
- \_\_\_\_\_
- \_\_\_\_\_

**RELIEF OR REMEDY SOUGHT**

\_\_\_\_\_

\_\_\_\_\_

**ALLIANCE WAIVER OF RIGHT TO APPEAL DISCIPLINARY ACTION TO CIVIL SERVICE COMMISSION**

Collective Bargaining Agreement between the Alliance, AFSCME/SEIU, AFL-CIO Units 8 & 10, effective January 1, 2014 to December 31, 2016. I wish to submit the attached grievance under Article 23A, Grievance Procedure and Article 23, Arbitration of Disciplinary Action, appealing my demotion, suspension or discharge effective on \_\_\_\_\_. I hereby waive any and all rights to appeal this disciplinary action to the Civil Service Commission. I have not initiated any appeal of this disciplinary action at the Civil Service Commission.

Grievant Signature	Date	Steward/Union Rep Signature	Date
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**ACKNOWLEDGEMENT OF ALLIANCE WAIVER OF RIGHT TO ARBITRATE CLAIMS OF DISCRIMINATORY TERMINATION FILED IN MULTIPLE FORUMS**

Collective Bargaining Agreement between the Alliance, AFSCME/SEIU, AFL-CIO Units 8 & 10, effective January 1, 2014 to December 31, 2016. I wish to submit the attached grievance under Article 23A, Grievance Procedure and Article 23, Arbitration of Disciplinary Action, appealing my discharge effective on \_\_\_\_\_. I acknowledge that, pursuant to Section 4 of Article 23, if I file a charge of discrimination covered by Article 6 with a state or federal agency or a state or federal court, arising from termination of employment, the Commonwealth and the Union agree that the Union waives its right to arbitrate any grievances based on a claim of a violation of Article 6 relating to the same claim of discrimination. If I withdraw my charge with prejudice, other than in the case of a mutually agreeable settlement, the grievance shall be arbitrable if otherwise timely and appropriate.

Grievant Signature	Date	Steward/Union Rep Signature	Date
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**APPENDIX G-1  
COMMONWEALTH OF MASSACHUSETTS  
CERTIFICATION OF HEALTH CARE PROVIDER FOR EMPLOYEE'S SERIOUS  
HEALTH CONDITION (FMLA)**

**SECTION I: For Completion by the EMPLOYER**

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

Employer name and contact:

\_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name:

\_\_\_\_\_

First

Middle

Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to

determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**Part A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

\_\_\_\_\_ No \_\_\_\_\_ Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition? \_\_\_\_\_

No \_\_\_\_\_ Yes

Was medication, other than over-the-counter medication, prescribed? \_\_\_\_\_ No \_\_\_\_\_ Yes

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

\_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_\_\_ No \_\_\_\_\_ Yes If so, expected delivery date:

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_



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**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ☐ No ☐ Yes

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

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ☐ No ☐ Yes

If so, are the treatments or the reduced number of hours of work medically necessary?  
☐ No ☐ Yes

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

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

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ☐ No ☐ Yes

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

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

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**APPENDIX G-3  
COMMONWEALTH OF MASSACHUSETTS  
CERTIFICATION OF HEALTH CARE PROVIDER FOR FAMILY MEMBER'S SERIOUS  
HEALTH CONDITION (FMLA)**

**SECTION I: For Completion by the EMPLOYER**

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

Employer name and contact: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

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

Your name: \_\_\_\_\_

Name of family member for whom you will provide care: \_\_\_\_\_

First                      Middle                      Last

Relationship of family member to you: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

### SECTION III: For Completion by the HEALTH CARE PROVIDER

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

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

#### PART A: MEDICAL FACTS

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

\_\_\_ No \_\_\_ Yes . If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed? \_\_\_ No \_\_\_ Yes.

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

\_\_\_ No \_\_\_ Yes

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

\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_ No \_\_\_ Yes. If so, expected delivery date:

\_\_\_\_\_

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

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

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ☐ No ☐ Yes

Estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

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

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

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5. Will the patient require follow-up treatments, including any time for recovery?  
☐ No ☐ Yes

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

---

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

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

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

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ day(s) per week from \_\_\_\_\_ through \_\_\_\_\_  
Explain the care needed by the patient, and why such care is medically necessary:

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7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? \_\_\_\_ No \_\_\_\_ Yes

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

Frequency: \_\_\_\_ times per \_\_\_\_ week(s) \_\_\_\_ month(s)

Duration: \_\_\_\_ hours or \_\_\_\_ day(s) per episode

Does the patient need care during these flare-ups? \_\_\_\_ No \_\_\_\_ Yes

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

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**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:**

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\_\_\_\_\_  
**Signature of Health Care Provider**

\_\_\_\_\_  
**Date**

## **APPENDIX H COMMONWEALTH OF MASSACHUSETTS**

### **PROGRAM GUIDELINES FOR ALTERNATIVE WORK OPTIONS**

The Commonwealth and the Union, SEIU, Local 509 support Alternative Work Options (AWO). The parties agree that there are many benefits that may result from Alternative Work Options such as increased productivity and improved morale throughout the workplace. An Alternative Work Option is available to eligible employees based on operational needs of the Agency. This program shall not be subject to the grievance procedure as outlined in the Collective Bargaining Agreement (CBA), and shall not be arbitrable. All parties must recognize the importance of accepting mutual responsibility for good communication for successful participation in an AWO program. Employees, supervisors and managers must understand the heightened importance of communication once an agency begins an Alternative Work Options program. Verbal and written communication among all parties about schedules is essential to increase the efficiency of the process.

The following are the Commonwealth's guidelines for Alternative Work Options.

#### **I. Definitions:**

- Alternative Work Options: Variations from the standard work schedule.
- Full-time Employee: Works a total of 37.5 or 40 hours per week.
- Part-time Employee: Works at least half-time, such as 18.75 or 20 hours per week and less than full-time each week.
- Job Sharing: Two part-time employees share the responsibility of one full-time position.
- Telecommuting: Working at an alternate location (a place which differs from an employee's primary work location).
- Four-day work week: Working full-time in four days each week, (also known as a compressed workweek).
- Four and one-half day workweek: A full-time work schedule consisting of four extended work days and one day on which the employee works at least 3.5 or 4 hours.
- Staggered Schedule: The scheduled arrival and departure times differ from the standard work hours or shift hours. Once established, the employee works the same schedule each week.
- Flexible ("Flex") Schedule: Daily and or weekly variations in the time an employee starts and or stops working. A Flex schedule permits employees to set their own

schedules within the guidelines established by the Agency's Management and collective bargaining agreements. Arrival and departure times may vary, as can the number of hours worked each day. Employees must work the total number of hours that are required of full-time or part-time employees each week. Employees are able to make up time missed due to a doctor's appointment or any other personal business by working longer that day or making up the time another day during the week. Some agencies may establish "core hours" during which all employees must be at work regardless of individual schedules. This is not a four-day work program.

- **Bandwidth:** The earliest time an employee may begin work, to the latest time work may end.
- **Core Hours:** The designated time period during when all employees must be at work, regardless of an alternative schedule. Agencies will define core hours as the range of hours (example 10am to 2pm or 10-11am and 1-3 pm) in a day when employees must be at work, inclusive of a meal period. Example of an exception: Employees working a four and one-half day schedules are exempt from the core hour requirement one day per week. Core hours do not apply when an employee is charging leave time (vacation, sick, or personal time) or unpaid time off.
- **Meal Break:** Federal and state law require employees to take a break for a minimum of 30 minutes after six consecutive hours of work. With prior approval, an employee may take a longer meal break.
- **Holidays:** Regardless of how many hours an employee normally works in a day, all holiday pay is for a maximum of 7.5 hours or 8 hours (pro-rated for part-time employees).
- **Sick, Vacation and Personal Leave:** Approved sick, personal and vacation leave may be charged for core time missed. If a whole day is taken off, an employee must charge their accrued leave time to cover their regularly scheduled hours for that day.
- **Overtime/Comp. Time Policy:** Refer to the Collective Bargaining Agreement.
- **Default Schedule:** Prior approved work schedule.
- **Operational Need:** The Agency must have necessary staff present in order to operate during business hours so that there is no disruption in the workplace. The Agency must also ensure that there is staff to meet the responsibilities of the workplace. (Employees must report to the work site or any other designated location for any required trainings or meetings.)
- Any and all other options mutually agreed upon.

## **II. Eligibility:**

Alternative Work Options are open to employees with the approval of Management. The assessment of a request for an alternative work option involves taking into account the employee's recent performance history, up to 24 months from the date of the request,



length of time in the bargaining unit, and operational needs of the Agency. Employees in their probationary period may not participate in an Alternative Work Option Program.

### **III. Application Process:**

- In order to participate, an employee must submit an Alternative Work Options Form and define their “default” schedule for the purpose of ensuring that minimum staffing requirements are met and for ease of time and attendance reporting.
- Unit managers must review all requests for Alternative Work Option schedules and provide a written approval, modification or denial. If the decision is a denial or revocation of an existing individual AWO arrangement, Management must indicate the reason for the denial or revocation. Absent an emergency, the agency will provide notice within ten business days of the elimination of the AWO program for all participants or for a particular participant.
- AWO Request Forms should be maintained in each employee’s personnel file.

### **IV. Alternative Work Options Review Committee**

**A.** Each Department or Agency will establish a process to review all Alternative Work Option (AWO) applications. The review process shall include members from both the Bargaining Unit and Managers.

This process will include all approved and denied AWO applications. The review process will insure that applications are in accordance with the AWO guidelines.

Departments or Agencies will collect information from these applications which will enable them to assess the success of the AWO program.

**B.** There will be a state wide Review Committee which will review the program on a quarterly basis and recommend changes to the program as necessary to the Agency Heads and the Human Resources Division, (HRD). The Committee shall consist of the current Efficiency Work Group members, or in the alternative, three bargaining unit employees and three Managers

## APPENDIX H-1

### ALTERNATIVE WORK OPTION APPLICATION FORM

Pursuant to the Alternative Work Option (AWO) Guidelines in the Collective Bargaining Agreement, an Alternative Work Option may be available to eligible employees based on the operational needs of the Agency, which may change. I am aware of Appendix H within the Collective Bargaining Agreement, as well as my Agency's own Alternative Work Option Program.

Start Date Requested: \_\_\_\_\_

Employee ID: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Work Address: \_\_\_\_\_

Type of Alternative Work Option Requested: \_\_\_\_\_

**Please Note:** Week-end shifts are available only at Agencies that operate on those days.

Reason for request (voluntary): \_\_\_\_\_

Attach additional pages if necessary.

If applicable, my requested AWO schedule is as follows:

Day of Week	Start Time	Work Day End	Total Hours
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Total Weekly Hours			

Employee Signature

Title		Approved	Denied	Modified
Supervisor				
Manager				
Sr. Manager				

Reason (if denied or modified): \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Manager's and Sr. Manager's Signatures \_\_\_\_\_ Date: \_\_\_\_\_

CC: Employee, Supervisor, Manager, Employee's personnel file, 509 Chapter President

## **APPENDIX J**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMONWEALTH OF MASSACHUSETTS AND THE ALLIANCE, SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL 509**

#### **Regarding State of Emergency**

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

Employees designated as emergency personnel shall be notified in writing of such designation upon hire, upon change in classification or by September 1<sup>st</sup> of each year.

**SUPPLEMENTAL AGREEMENT A**  
**covering**  
**BARGAINING UNITS 8 and 10**

Whereas, the parties to the above collective bargaining Agreement seek to clarify the understanding reached during negotiations regarding ARTICLE 14 and ARTICLE 18, it is agreed as follows:

The provisions contained in ARTICLE 14 and ARTICLE 18 shall not be construed to impede the implementation of affirmative action programs developed by departments/agencies in accordance with the goals set forth in ARTICLE 6.

**SUPPLEMENTAL AGREEMENT B-1**  
**covering**  
**BARGAINING UNITS 8 and 10**  
**concerning**  
**VOLUNTARY/INVOLUNTARY OVERTIME**

1. It is the interest of the parties to this Agreement to limit the over utilization of employees by means of involuntary overtime.
2. Therefore, prior to the implementation of involuntary overtime, the Employer shall utilize all reasonable avenues of seeking voluntary overtime by utilization of the primary overtime list (this list shall consist of employees who normally perform the duties required for overtime).
3. In the event that insufficient volunteers are obtained from the primary list, the Employer shall maintain and utilize a secondary list of approved volunteers made up of employees who work at the facility who have had previous experience in work related to the overtime needed.
4. Employees who wish to be included on the secondary list shall submit their names to the designee of the Appointing Authority. The volunteers will be reviewed for their appropriateness to perform the overtime duties needed. Additional training may be required prior to performing certain functions on an overtime basis. Such training as may be required will be offered to the volunteers.
5. In the event that there are insufficient volunteers obtained from within the facility the Administration and the Union Representatives at each location shall meet to work out a procedure, which offers relief of the situation.
  - A. Such procedures if negotiated shall insure that employees shall remain at their assignment until properly relieved.
  - C. Compensation for the overtime volunteer shall commence when the overtime volunteer arrives at his/her assignment and the employee on duty is properly relieved.
6. Once an individual has been authorized by the Appointing Authority's designee for inclusion on the secondary overtime list, their name will be submitted to the appropriate person in charge of implementation.
7. For the purpose of establishing the aforementioned lists, the Union and administration at each facility/work area shall meet to work out procedures for establishing and implementing each list.
8. The secondary overtime pool will only be used when insufficient volunteers can be obtained from the primary list.
9. The Union shall have the right to periodically review all lists to ensure proper utilization.
10. This procedure shall be in effect for Direct Care employees in the Department of Mental Health and the Department of Developmental Disabilities.
  - A. Management further agrees that a Joint Committee from the Departments of Youth Services, Public Health and Corrections shall meet to explore the probability of expanding this procedure into the respective departments.

- B. Said meetings shall commence immediately and shall be completed within forty-five (45) days.
- 11. This procedure shall only be subject to the grievance procedure up to and including Step III.

**SUPPLEMENTAL AGREEMENT B-2**  
**covering**  
**BARGAINING UNITS 8 and 10**  
**concerning**  
**VOLUNTARY/INVOLUNTARY OVERTIME**

1. This Agreement shall apply to those employees who are Correctional Program Officers at the Department of Correction.
2. It is the interest of the parties to this Agreement to limit the over-utilization of employees by means of involuntary overtime.
3. The parties agree to establish a Correctional Program Officer relief pool to be utilized when no volunteers for overtime are available.
4. The parties further agree to meet within sixty (60) days of signing of this Agreement for the sole purpose of developing procedures for the above-referenced overtime relief pool.
5. In the event there are no volunteers and the relief pool is exhausted, the Administration may assign involuntary overtime to those employees on duty and in inverse seniority order. No employee, however, shall be forced to work back-to-back overtime on consecutive days or assigned involuntary overtime at the conclusion of his/her shift immediately preceding pre-authorized vacation or leave days.
6. This Agreement shall not preclude the Administration from assigning any employee overtime work in emergency situations.

**SUPPLEMENTAL AGREEMENT M**  
**covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**at the**  
**DEPARTMENT OF REVENUE/ CHILD SUPPORT**

Section 1 COMETS HD

SEIU Local 509 (the "Union") and the Department (the "Department"), collectively, the "Parties," recognize that the evolving mandates of the CSE program may impact employees' expected job duties with the implementation of COMETS HD. The Parties agree to establish a Joint Labor Management Sub-Committee dedicated to ongoing discussions relative to employees' job duties, training, and opportunities for career advancement. The Sub-Committee shall meet on a bi-monthly basis for up to one (1) year following the implementation of COMETS HD, and no more than quarterly thereafter. Nothing in this paragraph shall preclude this Sub-Committee from meeting more frequently, if mutually agreed upon.

To provide quality service in the delivery of Child Support Enforcement ("CSE"), management agrees to conduct a workload inventory analysis by functional unit, upon request. In an effort to ensure quality service delivery, the Parties will meet to discuss current employees' work and task load when needed, at a frequency not exceeding once per quarter.

The Commonwealth will consult with the Union regarding modifications to existing DOR job specifications that affect Unit 8 employees. The Union will participate in the review of these specifications prior to the implementation of any such changes.

Section 2 Training

The Parties agree that training is beneficial to the success of both its program and employees' career advancement. Workers shall be afforded opportunities to take training that will lead to advancement and improve the quality of their work. Management shall provide an employee who is denied a training with a written explanation why the training was denied; such explanation may be by e-mail.

A. An employee who is denied attendance to trainings offered by ETD/CSE, which would serve to enhance an employee's job performance and/or career/advancement and development shall be placed on a "waiting list" subject to prioritization of divisional training needs and will be given top priority the next time that the same or similar training is offered in the future.

B. Employees who are denied training of a more general nature offered by ETD/CSE which will enhance his/her job performance and/or personal/career advancement, shall be placed on a "waiting list" and be given priority over other CSE employees when the same training becomes available in the future.



WA 11/3/18  
PM 1/3/18

# SUPPLEMENTAL AGREEMENT N

Covering

## BARGAINING UNIT 8 EMPLOYEES at DEPARTMENT of MENTAL HEALTH

The Department of Mental Health and Local 509 recognize that the work done by the Human Service Coordinators at case Management site offices, is an essential component of the community based support services provided by the Department of Mental Health. The parties recognize that the ability to provide an adequate service to the individuals that we serve, is directly related to the Department having sufficient staff and resources available to meet its objective to provide a high quality, community focused service.

To effectively utilize the current resources and provide the best practices in community based case management services, the Department of Mental Health and the Union, recognize that caseloads need to be kept at a professionally manageable number. The Department of Mental Health will provide the Union with caseload numbers, every 3 months and any deviation in the caseload sizes will be monitored and discussed by the Labor Management representatives from the Department of Mental Health and the Union.

The Department of Mental Health and the Union seek to ensure that case management caseloads are assigned in an equitable manner and kept to a professionally manageable number. Before the assignment of cases, the employees workload should be reviewed and certain factors be taken into consideration, including but not limited to: the number of short term cases assigned to that employee, the number of cases currently in crisis, the number of court involved cases, the number of homeless cases, the number of dually diagnosed cases and the number of bilingual cases. The number of cases that a case manager can adequately and professionally manage may also be impacted by any geographical implications, the availability of community based resources and issues accessing benefits and entitlements.

The Union shall request a meeting comprised of the Department of Mental Health Statewide Labor Management representatives, the Commissioner of the Department of Mental Health, or designee, and Local 509 representatives to discuss any caseload or workload issues that may effect members of Local 509 who are not working in the Case Management site based teams, if resolution is not achieved through local or statewide labor management. These may include but are not limited to: Clinical Social Workers, Rehabilitation Counselors, WRAP team members and Forensic Transitional Team members.

**SUPPLEMENTAL AGREEMENT O**  
**covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**HUMAN SERVICE COORDINATOR POSITIONS**  
**AT THE DEPARTMENT OF DEVELOPMENTAL SERVICES**

**INTRODUCTION:**

The Department and the Union recognize that the ability to provide quality casework is directly related to the Department's having sufficient staff and adequate resources to meet its objectives of overseeing the health and safety of the individuals served and acquiring waiver reimbursement from the Federal Government. The Department and the Union recognize that although the provisions of this Agreement do not provide optimal workload and caseload standards, that the Agreement does represent the parties' best efforts to effectively utilize currently available resources and consistent with the latest study from NASDDDS (National Association of Directors of Developmental Disability Services).

The Department of Developmental Services recognizes the important work done by Service Coordinators and sees this work as one of its most essential functions in the community-based systems. The parties agree that the current caseload size (1:62 for Adult Service Coordination as of December 2016) has an impact on job efficiency. The national average caseload according to NASDDDS is 1:42.

The Department will work with the Union to educate others in state government about the importance of this job function, including the amount of Federal revenue that is generated as a result of Title XIX, Targeted Case Management and Waivers (estimated \$800M for FY 17).

On a quarterly basis, the Department will provide the union with statistical information including, but not limited to, adult Service Coordinator caseloads by Area Office and Region. This information will be provided at Departmental Statewide Labor/Management Committee meetings.

At the start of each fiscal year budget cycle and prior to the submission of the following year's budget request, the DDS Commissioner (and/or designee) and SEIU Local 509 DDS Chapter President shall meet to discuss the needs of the Department in regards to case load standards and staffing. The Union may request a meeting with the EOHHS Secretariat, and the Department may make said request.

The DDS-Central Office will file a budget request through its normal processes (Annual, Deficiency, and/or Supplemental) to seek additional State funded positions to address current Service Coordinator caseload ratios and any changes in the future due to a growth in eligible (or assigned) individuals.

**ASSIGNMENT OF CASES:**

The Department recognizes that some cases are more complicated than others. It is the Department's intent that cases be consistently assigned in as equitable manner as intake permits. In an effort to ensure the equitable distribution of cases, supervisors are responsible for reviewing the workload of an employee's currently assigned cases, as well as the employee's current workload as compared to the workload of other employees in the supervisory unit. Supervisors shall also, prior to assigning cases, take into consideration other pertinent factors including, but not limited: the number of cases in crisis if any; the number of cases with court involvement; the number of placements; site visit monitoring responsibilities; the number of bi-lingual cases; the number of cases that require a ISP; the number of cases with out-of-area-ties (and/or the geographic distance of cases assigned); and cases that require

special accommodations. Appointing Authority personnel (Area Directors, Regional Directors, Unit Directors, Central Office Administrators), will take into account where Human Service Coordinators live in the case assignment process.

#### **ASSIGNMENT OF CASES-NEW EMPLOYEES:**

Except in extenuating circumstances, the number of cases that a HSC I that is new to the Department shall carry at any given time shall gradually increase over a three month period in the following manner:

- a. One-third of a full caseload at the completion of the first month.
- b. The second one-third of a full caseload at the completion of the second month.
- c. The final one-third of a full caseload at the completion of the third month of employment.
- d. Thereafter, they will be assigned cases in accordance with the usual case assignment protocols.

Part time Human Service Coordinators shall be assigned cases or supervisees proportional to the hours worked.

#### **INTERVIEW COMMITTEE:**

The Department shall to the extent possible include Bargaining Unit 8 representation of the same title when identifying an interview committee for a vacant Bargaining Unit 8 position. Where possible, the Designated Appointing Authority (contingent upon work location) should seek assistance of an out of work location Bargaining Unit 8 employee to serve on the Interview Committee, as long as such assistance does not pose a detriment to the operations of the Department.

#### **VACANCIES:**

The Department recognizes its obligation to do its part to minimize delays in the filling of funded vacancies. Vacancies will be requested for posting expeditiously. In further recognition that delays in filling of vacancies contribute to worker overload, the parties agree that all Bargaining Unit 8 employees shall, whenever possible, submit written notice of separation at least four (4) weeks prior to the effective date.

#### **DDS-HSC I UTILIZATION:**

HSC I positions are utilized in the below sub-groups by population qualifiers:

Adult HSC I  
Children's HSC I  
Transition (MGL 688) HSC I  
Intake and Eligibility Specialist HSC I  
ABI/MFP-Acquired Brain Injured-Money Follows the Person HSC I  
Rolland-Nursing Home HSC I  
ASD-Autism Spectrum Disorder HSC I  
QIDP (Qualified Intellectual Disabled Professional) HSC I-Title XIX-Facilities

#### **DDS-HSC II AND III UTILIZATION:**

HSC II and III positions are utilized in the following current deployment:

HSC II-Supervises employees/members in both the Community and Facility environments  
HSC II-SIS (Supports Intensity Scale) Assessors  
HSC III-Central Office-Autism Division

**CASE RESPONSIBILITIES:**

It is mutually agreed by the parties that the Statewide Labor Management Committee will address factors which arise during the life of the Agreement, which affect employee's abilities to meet their case responsibilities. The Department agrees to make a good faith effort, with IT support, to provide state of the-art technological equipment for all Bargaining Unit 8 and 10 employees.

**WORKLOAD REDUCTION METHODS:**

Please refer to the attached Memorandum of Agreement between the Commonwealth of Massachusetts Department of Developmental Services and SEIU Local 509 dated May, 2011 by both parties.

**EDUCATION AND TRAINING:**

In recognition of the importance of ongoing education in providing effective services to individuals, the Department agrees to provide ongoing Service Coordinator training including, but not limited to, the Service Coordinator Institute and/or external workshops, conferences, courses that are reviewed and approved by the Area Directors.

The provisions of this Agreement shall not be subject to the grievance and arbitration procedures contained in Article 23A of the contract. All concerns arising out of this agreement will be addressed and resolved in a timely manner at the DDS Chapter Statewide Labor/Management meetings.

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF DEVELOPMENTAL SERVICES  
AND  
SEIU, LOCAL 509

WHEREAS, due to budgetary constraints the Department of Developmental Services (DDS) was required to eliminate a significant number of Human Services Coordinator positions; and

WHEREAS, the parties recognize that although the provisions of this Agreement do not provide optimal case assignment standards, the Agreement does represent the parties' best efforts to effectively utilize currently available resources in addressing the impact of recent Human Service Coordinator layoffs and the concurrent rise in caseloads.

THEREFORE, the parties agree to the following Human Services Coordinator case assignment practices and workload reduction initiatives:

Part 1

Workload Reduction Methods

1. Service Coordinators will not be required to perform phone and/or reception coverage at Area Offices when staff who usually perform those tasks are not available. Area Directors may seek Service Coordinators to volunteer to provide coverage and will seek volunteers from all other staff available as well in the process. Voice mail technology will also be used when necessary to deal with staff coverage needs.
2. ISP Meeting invitations and notifications may be done using Email and Fax with the exception of Ricci Class members for whom regular mail will be used.
3. DDS will pursue a change in regulation to allow for completed ISP's to be sent to team members within 45 working days rather than the current 30 calendar days.
4. At each ISP meeting the date will be set for the subsequent year ISP and the ISP face sheet will be modified to create a specific easy to see place for this to be recorded.
5. Area Directors will make efforts, where reasonable, to hold more ISP meetings at Area Offices while ensuring that doing so will not be problematic for individuals or guardians who will be attending.
6. Area Directors will use clinical staff whenever possible to complete MASSCAP's and will rely on Service Coordinators and Supervisors only to the extent necessary to complete this task.
7. Area Directors will use clinical staff whenever possible to complete risk plans and will rely on Service Coordinators and Supervisors only to the extent necessary to complete this task.
8. Incidents that occur while individuals are involved in Transportation provided through RTA's and/or Adult Foster Care Services will be filed by Service Coordinators only in the instance of a highly critical incident (e.g. accident involving a fatality or very serious injury). Management will continue to pursue means by which incidents from these entities can be filed directly by them.

9. Emergency Fact Sheets and ID sheets will be maintained and updated to Service Coordinators by Residential Service providers. Meditech demographic data will be used by DDS in cases of emergency response for non-residential people served. It will not be necessary for Service Coordinators to maintain ID and Emergency fact sheets for non-residential DDS population.

10. Area Directors will take into account where Service Coordinators live in the case assignment process.

## Part 2

### Case Assignment Process

Cases will be assigned using the following framework:

A. Individuals on waivers

B. Rolland class members residing in nursing facilities

C. Individuals not on the waiver to include:

(1) Ricci class members

(2) All 18 to 22 year olds

(3) All in 24 hour residential services paid by DDS (private pay optional)

(4) All receiving services paid by DDS in less than 24 residential programs and/or in day/work and/or in family support programs.

(5) Children under age 18 only if Medicaid eligible (all categories) and/or are enrolled in or being referred to an Intensive Flexible Family Support Program and/or if enrolled in the DESE program and kids assigned using an area review process employing same factors as in 7 below. Children who do not meet criteria described in #7 below will be assigned to the Children's Service Coordinator but will be designated as having a "call in status only" for the purpose of responding to calls for assistance and not for long-term on going case management. If a child's situation changes the SC may bring the case for review by the area office to potentially assign the case for long-term on going case management if criteria are met per # 7 below.

(6) Adults who receive AFC, Day Habilitation and/or Adult Day Health without supplements and/or family support stipends with no other DDS funded services will be assigned to Service Coordinator Supervisors and these cases will be designated as having a "call in status only" for the purpose of responding to calls for assistance and not for day to day case management. Service Coordinator Supervisors may bring cases for potential assignment from this group taking into account the criteria that is used for assigning cases for those who do not have any DDS funding per # 7 below.

(7) Adults who receive no DDS funded services (and who are not part of # 6 above) will be assigned using an area review process that will take into account key factors to be used by all Area Offices as well as the use of professional judgment of those involved.

Current Area Office case assignment review processes will be utilized, all of which involve Service Coordinator Supervisors. Final responsibility for assignment rests with the Area Director. The Regional Director or his or her designee will provide oversight to ensure that consistent practices are being utilized across Areas in the case assignment process. Factors to be reviewed in the case assignment process include:

(a) Extensive medical/health support needs

(b) Mental Health/psychiatric needs that are not consistently managed

(c) Risk factors/behaviors that raise concern (but don't reach the threshold of a formal risk plan)

(d) Physical dependence on others for day to day care and such care is inconsistently available

(e) Housing instability -- risk of eviction, history of frequent moves

- (f) Caregiver capacity is compromised due to age, health or mental health issues
- (g) There is already a need for on going case management/Service Coordinator involvement in the person's life
- (h) The person is part of an ethnic or linguistic minority group and the on going case management available from DDS provides a necessary connection to supports

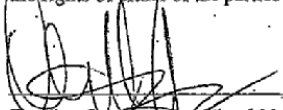
D. Individuals who are not assigned to an SC1 or SC2, per # 6, 7 above will be informed that assistance is available on a call in basis only. Such calls for assistance will be processed by non Service Coordination staff in the area office to be coordinated by the Area Director or designee. To the extent possible follow up assistance will be provided by these staff. Service Coordinator Supervisors may also be asked to assist with some responses that are short term in nature.

For situations that are more complex the case will be reviewed for potential assignment using the process described in # 7 above.

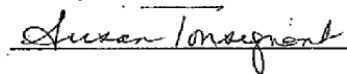
The parties agree to utilize a spread sheet depicting the breakdown of previously described case assignment changes and criteria by Area Office. This spreadsheet will also reflect the office caseload average per Service Coordinator. This spreadsheet will be updated on a quarterly basis and be provided to the Union. A copy of the most recent spreadsheet is attached to this Agreement.

The criteria whereby cases are assigned or change the status of their assignment is outlined in # 7 above and will be the standard by which Area Offices adjust caseloads per office needs/decision making.

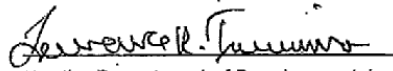
The parties shall review this agreement six months after its signing and implementation. Should Service Coordinator resources be significantly restored or reduced in the future, the parties agree that further modifications to Service Coordinator job duties may be necessary. Nothing in this agreement shall waive the rights of either of the parties under M.G.L. Chapter 150 B.

  
For the Commonwealth of Massachusetts

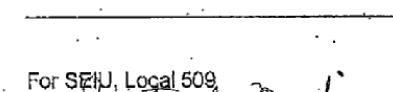
5/23/11  
Date

  
For SEIU, Local 509

5/2/11  
Date

  
For the Department of Developmental Services

5/10/11  
Date

  
For SEIU, Local 509

4/25/11  
Date

**SUPPLEMENTAL AGREEMENT O-1**  
**Covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**RESIDENTIAL SUPERVISOR POSITIONS**  
**AT THE DEPARTMENT OF DEVELOPMENTAL SERVICES**

**INTRODUCTION:**

The Department and the Union recognize the important role of Residential Supervisors in managing approximately 239 DDS-State Operated residential homes located throughout the Commonwealth of Massachusetts. Residential Supervisors are responsible for ensuring the health, safety, and care of the individuals who reside in their homes.

**HOME ASSIGNMENT CRITERIA:**

The assignment of Residential Supervisors to a home is based upon the number of individuals supported as follows:

Residential Supervisor A/B: 1 up to 5 individuals per residence

Residential Supervisor C: 6 up to 10 individuals per residence

A residence is defined as a single and/or multiple dwelling located within a specific geographic area.

**COVERAGE OF HOMES:**

In the event that the Department requires a Residential Supervisor A/B to cover a given home due to either an extended leave and/or vacancy, that the employee upon covering for a thirty day period be compensated at the Residential Supervisor C rate of pay.

**WORKLOAD REDUCTION METHODS:**

Whereas the parties recognize that although the provisions of this agreement do not provide optimal standards, the agreement does represent the parties' best efforts to effectively utilize available resources in addressing the impact of increased work load to Residential Supervisors.

**WORKLOAD SUPPORT SYSTEMS:**

Management will make efforts, where reasonable, to give workload relief to Residential Supervisors in the following areas:

- 1) **Pilot Programs:** Prior to implementation of a pilot program, Management will provide SEIU Local 509 with the necessary pilot overview information 14 days in advance of when a pilot program will begin.  
Management will provide the Residential Supervisors in the pilot program with sufficient training, materials, support and defined outcomes during the pilot.
- 2) **Training of Direct Service Workers:** Management acknowledges for a Residential Supervisor to provide CPR, First Aid and AED training is a significant time commitment that impacts their existing schedule and work duties. To address this where operationally feasible, management will



use generic trainers such as but not limited to Red Cross and Learning and Development trainers to complete required trainings for Direct Service Workers. When a Residential Supervisor does provide training, additional time will be granted to them to complete their regular duties that week.

- 3) **Medication Administration Observation Pass:** Management acknowledges that for a Residential Supervisor to provide initial and corrective medication administration observation passes, additional time will be granted to the Residential Supervisor in order to complete other regular duties during that week.
- 4) **Behavior Plans:** Where applicable the author of the Behavior Plan will tally, collect and interpret the data that is generated by the implementation of the Behavior Plan. Residential Supervisors will collect behavioral data monthly and submit to the assigned Clinician. All Residential Supervisory staff as well as all assigned staff in a given home are to be provided clear information/instruction in the implementation of Behavior Management Plans and the data collection process by the assigned Clinician.
- 5) **Business Office:**
  - a) Management will work with SEIU 509 to develop standards/ processes (in each Region) to make communication and work more efficient for Residential Supervisors
  - b) Management where applicable, will use regionally based staff to complete the Mass Health Redetermination forms when the Regional Director is appointed the Representative Payee.
- 6) **Human Resource Assistance:**
  - a) Management acknowledges the increased workload in completing SSTA payroll tasks and where possible will provide training and assistance as needed.
  - b) Management will make reasonable efforts to have Program Directors screen potential applications in Mass Careers prior to submitting the applications to the Residential Supervisor.
  - c) Where it is necessary to track FMLA and NOP management will use where reasonable ancillary positions to run reports and track the information needed.

### **VACANCIES:**

The Department recognizes its obligation to do its part to minimize delays in the filling of funded vacancies. Vacancies will be requested for posting expeditiously. In further recognition that delays in filling vacancies contribute to worker overload, the parties agree that all Bargaining Unit 8 employees shall, whenever possible, submit written notice of separation at least four (4) weeks prior to the effective date.

### **TRAINING AND PROFESSIONAL DEVELOPMENT:**

In recognition of the importance of the job duties of a Residential Supervisor to provide effective services to individuals, the Department agrees to work with the Union to provide more effective training which may include formal mentoring of new Residential Supervisors.

**TECHNOLOGICAL EQUIPMENT:**

The Department agrees to make a good faith effort to provide state-of-the-art technological equipment available in all homes managed by all Residential Supervisors.

The provisions of this agreement shall not be subject to the grievance and arbitration procedures contained in Article 23A of the contract. All concerns arising out of this agreement will be addressed and resolved in a timely manner, at the DDS Chapter Statewide Labor/Management meetings.

(A/Z) 1/3/18  
A/Z 11/3/18  
m 1/3/18

**SUPPLEMENTAL AGREEMENT Q**  
**covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**AT THE DEPARTMENT OF CHILDREN AND FAMILIES**

**I. CASELOAD STANDARDS**

The Department and the Union recognize that the ability to provide quality casework is directly related to the Department's having sufficient staff and adequate resources to meet its objective to strengthen families and to protect children. The Department and the Union recognize that although the provisions of this Agreement do not provide optimal workload and caseload assignment standards, that the Agreement does represent the parties' best efforts to effectively utilize currently available resources and is consistent with national standards promulgated by the Child Welfare League of America and the Council on Accreditation.

On a quarterly basis, when currently available resources are not sufficient to implement this Agreement, the Department shall prepare a request for additional staff and submit the request to the Executive Office of Health and Human Services.

The caseload/weighted workload standards for Department Social Workers will be as described in Section III below.

**II. ASSIGNMENT OF CASES**

The Department recognizes that some cases are more complicated than others. It is the Department's intent that cases be consistently assigned in as equitable manner as intake permits. In an effort to ensure the equitable distribution of cases, supervisors are required to review the workload of a worker's currently assigned cases, as well as the worker's current workload as compared to the workload of other workers in the supervisory unit. Supervisors shall also, prior to assigning cases, take into consideration other pertinent factors including, but not limited to: the number of cases in crisis, if any; the number of cases with court involvement; the number of placements; supervised visitations; the number of consumers; and bilingual cases.

The Department recognizes a worker's ability to complete casework activities on assigned cases is dependent upon the time available to take the actions required by Policy and Regulations. The aforementioned factors may result in a worker's inability to complete all casework activities in a timely manner. In such situations, disciplinary action, formal or informal, shall not be initiated when based solely on a worker's failure to meet compliance goals.

### **III. CASELOAD/WEIGHTED WORKLOAD STANDARDS**

The parties agree that the following caseload and/or weighted workload standards for the following specific job functions will be:

1. Screeners will be assigned fifty five (55) screening events per month:
  - a. DCF staff who screen 51A reports transferred from the Judge Baker hotline will be credited for each screening.
2. Response Workers will not have more than (10) Responses assigned to them in a month:
  - a. Responses will be conducted by staff who have completed investigations training.
  - b. Response Workers will not be assigned ongoing cases.
3. Ongoing Social Workers will have assigned to them at any given period of time, up to fifteen (15) families:
  - a. In addition, an Ongoing Social Worker's caseload will include not more than:
    - i. Twenty eight (28) children;
    - ii. Ten (10) children in out-of-home placement.
  - b. Notwithstanding the weighted workload and caseload standards, the Department recognizes there will be families that may benefit from intensive case management:
    - i. In general, these families have multiple children; have multiple stresses with multiple adults residing in the household who may experience significant mental health, domestic violence and/or substance abuse issues.
    - ii. These families require substantial oversight and intervention.
    - iii. It is expected that a small percentage of the families served by an Area Office would be considered for intensive case management.
    - iv. Families who need intensive case management are those families who experience a minimum of three (3) of the criteria agreed to by the parties and outlined in the document entitled "Intensive Case Management Criteria."
    - v. Management has the discretion to approve families who do not fall within three (3) of the criteria.
    - vi. The more criteria that are present in the family, the greater the expectation that the case will be designated for intensive case management.
    - vii. Families determined to be in need of intensive clinical management will be given a weighted workload of 2.4 points and will be assigned in accordance with best clinical practice as follows:

1. To one primary ongoing social worker who will receive 1.2 points for their work with the family and one secondary ongoing social worker who will receive 1.2 points for their work with the family; or
    2. To one ongoing social worker who will receive 2.4 points for their work with the family.
  - c. Ongoing Social Workers will not be assigned more than a total of three (3) initial Family Assessment and Action Plans at one time and will not exceed a total of four (4) assigned in a month except that Ongoing Social Workers whose caseloads were reduced to zero (0) families as a result of a leave of absence or break in service and are returning to work may be assigned up to a total of seven (7) initial Family Assessment and Action Plans during the ramp up of their caseload, not to exceed a period of three (3) months.
4. Foster Care Reviewers (FCR), also known as Case Reviewers will be assigned no more than twelve (12) reviews per week.
5. Adoption Social Workers will be assigned up to fifteen (15) cases:
- a. An adoption case will commence immediately upon assignment to an Adoption Social Worker following the Permanency Planning Conference at which the goal of adoption was established.
  - b. An adoption case will consist of all siblings with a goal of adoption, regardless of the placement location of the child(ren).
  - c. An Adoption Social Worker's workload will include not more than twenty one (21) children.
6. Social Workers who perform Adoption Development Licensing Unit Work ("ADLU") will not have more than twenty-five (25) homes assigned to them at any one time. The homes assigned to each worker will be in a variety of "stages" (i.e., inquiries, active homes, homes on probation, etc.):
- a. ADLU staff will have assigned to them no more than fifteen (15) adoption cases as secondary workers with a child who is not matched.
  - b. ADLU staff will not have assigned to them at any one time no more than a total of forty (40) cases combined as described in 2.a and 2.b above (i.e. homes and/or adoption cases as secondary workers).

8. Family Resource Social Workers will not have more than twenty-five (25) active homes assigned to them at any one time:
  - a. Of the twenty-five (25) homes noted in paragraph a. above, Family Resource Social Workers will not be assigned more than a total of five (5) License Study homes per month.
  - b. Recruitment Social Workers will not have assigned to them more than one-hundred-ten (110) inquiries per month.
9. The parties agree that in circumstances where a secondary social worker assignment is required, the secondary social worker will receive appropriate credit for their work on the case.

#### **IV. WORKLOAD SUPPORT SYSTEMS**

There shall be established Area, Field Support and Central Office workload support systems. Said systems shall include the following components:

##### **AREA RELIEF COMPONENTS**

- Reassignment of cases within a supervisory unit
- Reassignment of excess cases within an Area Office
- Reassignment of vacant positions within a Region
- Reassignment of excess cases to other Area Offices within a Region
- Reassignment of staff to offices with excess cases

##### **CENTRAL OFFICE RELIEF COMPONENTS**

- Reassignment of State positions from other Regions to the affected Area Offices
- Filing of a budget request (annual, deficiency or supplemental) to establish additional State funded positions.

The Area Office Relief Components shall be initiated and completed within five (5) working days upon receipt of a monthly caseload/workload report, which identifies any worker(s), whose caseload/weighted workload for the reporting month exceeds a ratio of 20:1. If a monthly caseload/workload report identifies a worker(s) with a

caseload/weighted workload of more than twenty-two (22) for two consecutive reporting months, the appropriate Area, Field Support and Central Relief Components will be initiated.

In the event there are not sufficient Field Support Relief Components to relieve the workload excess within ten (10) working days of implementation, the Department agrees to reassign State positions from other Regions within twenty (20) working days. The remaining Central Office Relief Components will be implemented as expeditiously as possible. The Department acknowledges that a workload, which exceeds the caseload goals and/or workload standard adversely, impacts a worker's ability to complete all casework assignments.

#### **V. SUPERVISOR TO SOCIAL WORKER RATIOS**

The Agency staffing ratio of Supervisors to Social Workers shall be 1:5 positions (FTE's). Supervisors who supervise part-time Social Workers shall supervise no more than a total of six (6) full-time and part-time Social Workers combined. An additional Supervisor shall be assigned to an Area Office when there are three (3) Social Worker FTE's in excess of the supervisory staffing ratio.

#### **VI. NEW SOCIAL WORKERS**

1. Except in extenuating circumstances, the maximum number of cases that a new Social Worker to the Department shall carry at any given time shall be gradually increased over a three (3) month period in the following manner:
  - a. One-third (1/3) of the total maximum cases at the completion of first month;
  - b. Two-thirds (2/3) of the total maximum cases at the completion of second month;
  - c. 100% of the total maximum cases at the completion of third month.

Except in extenuating circumstances, new Social Workers shall not be assigned the maximum number of cases until the completion of the Department's Pre-Service Training Program.

#### **VII. CASELOADS OF PART-TIME WORKERS**

Part-time workers shall be assigned cases or supervisees proportional to the hours worked.

**VIII. FAMILY RESOURCE/SPECIALISTS STAFF**

Except in extenuating and rare circumstances, family resource social workers, Regional ADLU workers, adoption social workers, community resource developers and non-volunteering casework supervisors shall not be assigned ongoing cases and responses.

**IX. VACANCIES**

The Department recognizes its obligation to minimize the delays in the filling of vacancies. The Department will provide the Union, on a monthly basis, a list of all filled positions within the bargaining unit. Such list shall be by office, title and grade.

In further recognition that delays in the filling of vacancies contribute to worker overload, the parties agree that all Bargaining Unit 8 employees shall, whenever possible, submit written notice of separation at least four (4) weeks prior to the effective date.

**X. ADDITIONAL ADMINISTRATIVE REQUIREMENT**

The Department agrees that workers shall be required to complete only those forms and administrative documents which have been authorized and issued by the Central Office.

**XI. STATEWIDE LABOR MANAGEMENT COMMITTEE**

It is mutually agreed by the parties that the Statewide Labor Management Committee will address factors, which arise during the life of the Agreement, which affect workers' abilities to meet their case responsibilities. This Committee will also discuss the reduction or elimination of social worker's responsibility for tasks associated with the job. Additionally, this Committee will discuss and assess any workload impact of bilingual/bicultural cases, and develop ways to reduce the workload impact of these cases.

If changes in casework related tasks or additional tasks are anticipated, these changes will be made only after discussions have taken place between the parties.

All of the provisions of this Agreement shall be implemented upon signing.

**XII. TECHNOLOGICAL EQUIPMENT**

The Department agrees to make a good faith effort to provide state-of-the-art technological equipment for all social workers who wish to use it.



### **XIII. TRAINING AND PROFESSIONAL DEVELOPMENT**

- A. In recognition of the importance of ongoing education in providing effective services to clients, social workers shall complete thirty (30) hours of training per fiscal year as required by Massachusetts General Law, Chapter 18B, Section 8(o). In recognition of this statutory requirement, the Department agrees to provide a pre-service training program for all new employees and to allow each bargaining unit member a maximum of eight (8) days per calendar year of paid leave for educational experiences through the Massachusetts Child Welfare Institute and/or other external workshops, conferences, courses. Employees shall request the use of these days at least twenty one (21) calendar days in advance of the program. Requests must include a description of the educational experience. Approval of these requests will be based upon operational needs and will not be unreasonably denied.
- B. Grievances concerning the denial of the use of the days outlined in paragraph XIV.A above shall be filed directly at Step II of the grievance procedure as set forth in Article 23A. Grievances filed under this provision shall not be subject to the arbitration provisions set forth in Article 23A.

### **XIV. GRIEVANCE AND ARBITRATION PROVISIONS**

The provisions of this Agreement shall be subject to the grievance/arbitration procedure in Article 23A. The arbitrator shall have full authority to identify and decide violations of the Agreement. In fashioning a remedy, however, the arbitrator shall be limited to ordering the Department to undertake one or more of the specific remedial steps expressly outlined in the Agreement including those contained in Section I of this supplemental Agreement. It is agreed that the arbitrator shall have no authority to issue any order which results directly or indirectly in the inability of the Department to provide services to any case.

In an effort to facilitate the expeditious processing of grievances the parties agree that the provisions of Article 23A as they relate to Sections I, II, and IV of this Supplemental Agreement shall not require the Department to conduct a meeting on each Step II grievance.

In the event that a grievance is denied at Step II without a grievance meeting, the Department agrees to provide the grievant with specific reason(s) as to why the grievance was denied.

**SUPPLEMENTAL AGREEMENT R-1**  
**Covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**at the**  
**DEPARTMENT OF TRANSITIONAL ASSISTANCE**

- 1) The Department shall assign work to employees based upon its assessment of current Federal, State and Departmental priorities, initiatives, and operational needs.
- 2) The Department shall maintain a caseload based system for work conducted by Benefits Eligibility and Referral Social Workers (BERSW) who are performing case-related activities on clients receiving Transitional Aid to Families with Dependent Children (TAFDC) and Emergency Aid to the Elderly, Disabled and Children (EAEDC). If a BERSW is unavailable to perform work on assigned cases, those cases or specific tasks on such cases may be temporarily assigned, consistent with current practice, to other BERSWs. This assignment shall not unreasonably burden the BERSWs working on these cases.
- 3) The Department shall maintain a non-caseload-based system for work conducted by BERSW who are performing case-related activities including, but not limited to initial eligibility, re-determinations and/or recertifications, on clients receiving Supplemental Nutrition Assistance Program (SNAP) benefits. This non-caseload-based system shall be maintained in order to provide more expeditious eligibility determinations for clients in need of assistance as well as more efficient case maintenance.
- 4) The parties agree that work responsibilities assigned to each worker shall not be greater than can reasonably be expected in the time available. The "time available" for a worker shall be defined as the number of days in a given month (Monday through Friday) minus the time that a worker is away from the workplace on allowable paid leave under Articles 5, 8, 9 and 10 of the Agreement, on an approved unpaid leave of absence, or for substantial system shutdowns.
- 5) There shall be established a Special Labor/Management Committee which shall consist of up to seven (7) persons designated by the Commissioner of the Department, and up to seven (7) persons designated by SEIU Local 509. The Committee will meet at least monthly to review and discuss the implementation of current and future projects and initiatives. The Committee will also meet to review and discuss potential changes in employee roles and responsibilities resulting from the implementation of new or ongoing projects or initiatives. The Committee may also discuss priorities and timetables necessary to achieve appropriate implementation of these projects or initiatives.
- 6) The Department and the Union agree that in contemplating or reviewing the reasonableness of disciplinary action based on the quality of an employee's work performance, potentially mitigating factors should be considered, such as: the actual work time the employee had available to do the job, the size, make-up and complexity of the employee's caseload or non-caseload duties and responsibilities as well as any special projects or other time sensitive work assignments or responsibilities. In any event, discipline shall only be imposed in accordance with relevant sections of this collective bargaining agreement.

- 7) In the event that SEIU Local 509 believes that an employee has been disciplined, for failure to meet work expectations, the Union may file a grievance and request that it be treated as an expedited grievance. This grievance shall be heard at Step 2 within sixty (60) calendar days of the request and the decision shall be issued within two (2) weeks of the close of the hearing. In the event that the case involves suspension or discharge of the employee, either party may request expedited arbitration.

Arbitrations held pursuant to this section shall be heard by an Arbitrator drawn from a list of arbitrators agreed upon by the parties and pursuant to the provisions of Article 23A of the Commonwealth/Alliance SEIU Local 509 collective bargaining agreement. The arbitrator's decision shall be final and binding on the parties and shall be enforceable in accordance with the provisions of M.G.L. Chapter 150C.

**SUPPLEMENTAL AGREEMENT R-2**  
**covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**at**  
**MassHealth**

1. MassHealth shall assign work to employees represented by SEIU, Local 509 based upon the operational needs of MassHealth.
2. The parties agree that work responsibilities assigned to each employee shall not be greater than can reasonably be expected in the time available. The "time available" for a Unit 8 MassHealth employee shall be defined as the number of days in a given month (Monday through Friday) minus the time that a worker is away from the workplace on allowable paid leave under Articles 5, 8, 9 and 10 of the Agreement, or on an unpaid leave of absence.
3. In the event that a Bargaining Unit 8 employee believes that his/her workload is excessive or unreasonable in comparison to other MassHealth Bargaining Unit 8 employees in the same functional job title, he/she may petition in writing to the Director of the MassHealth Enrollment Center or CPU to review his/her work assignments for the previous month within twenty-one (21) days of the month to be reviewed. The petition must be original and completed by the employee who alleges that his/her workload is excessive or unreasonable.
4. The Director or his/her designee shall review the entire range of work assigned to the petitioner during the requested month and return a determination to the petitioner no later than ten (10) business days from the date of receipt of the petition or, if a meeting is held to review the petition, no later than twenty-one (21) days from the date of receipt. A copy of the determination shall be forwarded to the Director of Member Services, the Director of Human Resources and the SEIU Local 509 Chapter President.
5. In the event the petitioner is not satisfied with the determination of the MEC or CPU Director, he/she may appeal said determination within ten (10) calendar days from the date of receipt to the Director of Human Resources or his/her designee for a summary review and final determination by MassHealth. A copy of the final determination shall be forwarded to the petitioner no later than fourteen (14) calendar days from the date of said appeal.
6. The Special Labor Management Committee shall consist of two (2) representatives designated by the Union and two (2) representatives designated by the Director of Medicaid. The committee shall meet monthly to review and discuss the manner in which new mandates, initiatives, and procedures change Bargaining Unit 8 employee responsibilities and performance, and issues related to excessive work volume. Nothing would preclude MassHealth or the Union from inviting subject matter experts to attend committee meetings depending on agenda items. The Committee will also discuss timetables for implementation of such mandates, initiatives, and procedures. MassHealth shall provide the Committee with such information to fulfill its agenda prior to the Committee meeting as soon as administratively feasible.
7. When either the Union or MassHealth so requests, the Special Labor Management Committee shall be chaired by a neutral arbitrator, who shall be selected by the parties, or, barring such agreement, designated by the Department of Labor Relations. Any costs

associated with the neutral arbitrator shall be equally shared by the MassHealth and the Union. If the MassHealth and the Union cannot agree, the neutral arbitrator will actively facilitate the parties' attempts to reconcile the disagreement.

8. In the event that a Bargaining Unit 8 employee believes that he/she has been unfairly disciplined because of productivity or quality of work which result in a suspension or discharge, and the employee has completed his/her probationary period, he/she may request that a grievance be expedited to Step III by waiving one or more steps of the grievance procedure. Both parties agree to explore Alternative Dispute Resolution (ADR) as the final step of resolving such grievances.

9. The Union will be allowed to have one per month members' meetings at MassHealth offices that employ Bargaining Unit 8 personnel to discuss issues of interest of its members. These meetings will be scheduled with the MEC/CPU Director or his/her designee at least one (1) week in advance of the meeting. Such requests shall not be unreasonably denied.

10. The terms of this Agreement shall not be altered or amended without the written agreement of both parties or until rescinded through the execution of a mutually agreed upon successor to this Agreement.

**SUPPLEMENTAL AGREEMENT S-1**  
**covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**at the**  
**MASSACHUSETTS COMMISSION FOR THE BLIND**

The parties recognize that the delivery of quality human services to the legally blind residents of the Commonwealth is of paramount importance and, towards this end; all reasonable efforts will be made to ensure that all expressed needs for service are met.

The parties recognize that such services can most effectively be delivered within the context of an efficient and equitable caseload management system maintained by skilled professional human service workers.

The parties enter into this agreement applicable to direct service Unit 8 employees of the Massachusetts Commission for the Blind including workers in the following job disciplines: Vocational Rehabilitation, Social Rehabilitation, Rehabilitation Teaching, Children, Mobility, Deaf-Blind/Multihandicapped, Bridge, Housing, and their supervisors.

**SECTION I**

**REHABILITATION COUNSELOR A/B, C**

- A.** The following standards encompass the full range of work normally and currently performed by workers whose function is providing case management and/or support services in Vocational Rehabilitation, Social Rehabilitation, Rehabilitation Teaching, Children, Mobility, Bridge, Deaf-Blind/Multihandicapped, and Housing.

Whenever a worker is assigned other duties customarily perceived to be accepted responsibilities within the position's classification, her/his work standard shall be reduced in proportion to the time required to perform these duties. The parties recognize that client service is a worker's first priority and care will be taken to limit assignment of additional responsibilities to safeguard this commitment.

**DISCIPLINE STANDARD**

*Placeholder is being established on this section pending the outcome of the Labor/Management Meetings referenced in Section I.A., below.*

Mobility 30  
Vocational Rehabilitation 60  
Social Rehabilitation 70  
Rehabilitation Teaching 70  
Children 90  
Bridge (TBD)  
Housing (TBD)  
Deaf-Blind/Multihandicapped 55

In the event that it becomes necessary to assign more than the standard number of cases to any worker, the work expectation as reflected in the worker's performance appraisal shall be adjusted proportionately.

The parties agree to establish a Labor-Management Committee to review the standard for Children's Workers and to discuss the treatment of children's cases across regions.

Further, the parties agree to establish a Labor-Management Committee:

- 1). To recommend a caseload/workload standard for the disciplines listed above;
- 2). To discuss supervisory ratios; and
- 3). To discuss the process for covering vacant supervisory positions.

The Labor-Management Committee shall conclude its work by March 31, 2015. The Union shall submit the recommendations to a vote by the MCB Local 509 bargaining unit members. Upon ratification, an MOU will be created and inserted in lieu of the placeholder set forth in Section I of this Agreement. In the event that the recommendations are not ratified by the MCB Local 509 bargaining unit, the Labor-Management Committee shall reconvene to address any outstanding concerns.

**B.** These standards shall serve as a goal for the purpose of assigning cases with the target of equalizing the number of cases per worker within disciplines. In order to equitably distribute the workload, the following practices shall be implemented in all service units impacted by this proposal:

1. A case shall be counted in a worker's caseload upon face-to-face (client/worker) contact with the assigned worker.
2. Whenever the caseload size of any worker within a job discipline exceeds the standard, intake cases may be assigned to workers covering contiguous towns, but not across regions or programs, in order to equalize the number of cases carried by workers within that supervisory unit.
3. Whenever the caseload size of all workers within a supervisory unit exceeds the standard, it shall be the responsibility of the supervisor to screen new referrals accordingly and determine assignment.
4. Whenever the caseload size of all workers within a region or program exceeds the standard, management will move to achieve parity by assigning priority consideration to that region or program when an appropriately funded vacancy occurs in the agency.

**C.** In equalizing the number of cases per worker, management shall take into consideration geographic area and travel time, and job performance shall be judged consistent with this factor.

**D.** Whenever caseloads in a service area continue to exceed the standard statewide, and all other remedies herein referred to have been exhausted, the parties will develop interim assignment criteria pending requests to the administration and legislature for new positions.

**E.** Part-time workers shall be assigned cases in accordance with A through D above and in proportion to hours worked.

## SECTION II

### REHABILITATION COUNSELOR D and QUALIFIED VOCATIONAL REHABILITATION COUNSELOR (QVRC D)

**A.** The agency staffing ratio of supervisors to workers shall be one [1] to five [5]. *Placeholder established by the Labor/Management Committee referenced Section I. A.*

**B.** Whenever a part-time supervisor supervises a number of employees greater than the proportional standard, management will make reasonable efforts to develop the supervisory resources necessary to supervise the excess.

### CASELOAD STANDARDS

It is mutually agreed by the parties that the Statewide Labor-Management Committee will address factors which arise during the life of the Agreement which affect worker's abilities to meet their case responsibilities.

### GRIEVANCE PROCEDURES

In the event that disputes arise, the provisions of this Agreement shall be processed through Step 2 of the grievance procedure set forth in Article 23A.

The terms of this agreement will not be precedent setting, nor are they applicable to any other agency or department of the Commonwealth. It is expressly agreed that said procedures shall remain in effect for the duration of the 2014-2016 Commonwealth/Alliance Agreement.



**SUPPLEMENTAL AGREEMENT S-2**  
**covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**at the**  
**DEPARTMENT OF INDUSTRIAL ACCIDENTS**

There shall be established one [1] Joint Labor-Management Committee consisting of a maximum of three [3] representatives of the Union (of which a maximum of two [2] may be D.I.A. employees), and a maximum of three [3] representatives of the Employer. A Staff Representative of Local 509 and a representative of the Human Resources Division shall be available for technical assistance to the Committee.

Said Committee shall meet at least monthly, and shall: review the EPRS evaluation standards for Senior Vocational Rehabilitation Counselor; define a "case"; define guidelines for a "manageable caseload"; and review the time-specific case processing standards contained in the Department's Regulations.

1/3/18  
DMP  
Dm 1/3/18

**SUPPLEMENTAL AGREEMENT S-3**  
covering  
**BARGAINING UNIT 8 EMPLOYEES**  
at the  
**MASSACHUSETTS COMMISSION FOR**  
**THE DEAF AND HARD OF HEARING**

There shall be established a Joint Labor-Management Committee which shall meet at least quarterly unless one of both parties feel the need to meet sooner to examine the feasibility of caseload/workload based staffing formulas or some other acceptable method of determining staffing needs for Human Service Providers within the agency.

The composition of the Committee shall be as follows:

Two	[2]	Human Service Providers
One	[1]	Chapter President
One	[1]	Staff Representative, Local 509
Two	[2]	or more Management Representatives.

4/17/18  
1/3/18

## SUPPLEMENTAL AGREEMENT T

Covering

BARGAINING UNIT 8 EMPLOYEES

Concerning the

CHAPTER OF PUBLIC SAFETY at the  
DEPARTMENT OF CORRECTION

The parties agree to the following:

### Section 1 Committees

1. A special Labor/Management Committee shall meet to establish a procedure of shift and days off pick based on seniority for employees in the title Correction Program Officers, subject to operational needs and adequate performance.

The parties acknowledge that there will be a list of titles, which are blanket exemptions from seniority preference on the basis of specialized duties and functions. For the purpose of this MOU seniority shall be defined as length of service in the Department of Correction in Unit 8 title or titles.

The Committee shall consist of no more than three [3] persons from each side. The Committee shall meet regularly for six [6] months.

2. A special Labor/Management Committee shall meet monthly to discuss and address any disparate workloads among Department of Correction facilities.

The Committee shall consist of no more than three [3] members designated by the Commissioner and no more than three [3] members designated by the Union.

### Section 2 Clothing Allowance

The Commonwealth shall provide three (3) uniforms to Correctional Program Officers in the Department of Correction ("the Department"). The Department shall give each new Correctional Program Officer a new issue of uniforms (current issue) and replace torn or worn out prior issues.

An annual cash payment of eight hundred dollars (\$800.00) shall be made to all Correctional Program Officers for the purpose of cleaning their work attire in each year of the Agreement on the dates identified for the across-the-board increases in Article 12, Section 1. In the event that the clothing allowance for Unit 4 employees is increased above \$800.00 per year, the Commonwealth agrees to discuss an increase for Unit 8 employees.

All Correctional Program Officers are expected to keep their attire in a neat, clean and professional condition at all times while representing the Department.

**Section 3 Longevity Incentive**

A. Bargaining Unit 8 and 10 employees who are members of the Chapter on Public Safety of SEIU, Local 509 shall receive a longevity incentive as outlined in Section B below:

B.	<u>Years of Service</u>	<u>Bi-Weekly Payment</u>
	5	\$14.00
	10	\$20.00
	15	\$28.00
	20	\$34.00
	25	\$40.00

- C. Such payments shall be made bi-weekly; however, such payments shall not be included in base pay for the purposes of computing sick pay, personal day pay, holiday pay and vacation pay.

**Section 4 Vacancies**

The Department will provide to the Union on a monthly basis a list of vacant positions by facility, title and grade. Bargaining Unit 8 employees shall, whenever possible, submit written notice of separation at least four (4) weeks prior to the effective date.

**Section 5 Grievance Procedure**

The provisions of this Memorandum shall be subject to the Grievance Procedure as set forth in Article 23A.

**Section 6 Employee Expenses**

For purposes of Article 11, Section 1(B), newly hired CPOs attending the Basic Training Class shall have the Training Academy considered as their "regularly assigned office." This shall include any training at a facility (e.g., Pondville Correctional Center) that is completed as part of the Basic Training Class.

**Section 7 Tuberculosis Testing**

The Commonwealth and the Union agree to continue discussion regarding the implementation of annual tuberculosis testing.

WLA 1/3/18  
Jm 1/3/18

**SUPPLEMENTAL AGREEMENT T-1**  
**Covering**  
**BARGAINING UNIT 10 EMPLOYEES**  
**INSTITUTIONAL SCHOOL TEACHERS**  
**Within the Division of Inmate Training & Education for the**  
**DEPARTMENT OF CORRECTIONS**

1. The parties agree the current work schedule for academic teachers C, D, E, school counselors, head teachers, school principals and education specialists employed by the Division of Inmate Training and Education is as follows:
  - a. Teachers work 8 hours a day including a 30 minute paid lunch, 5 days a week, equaling a 40 hour workweek.
  - b. All Institutional School Teachers C, and D excluding Teacher Es will work an academic year consisting of 41 weeks of instruction and 11 weeks of scheduled breaks. They also receive 1 floating week (5 days) of paid time off per fiscal year.
  - c. Education Specialists and Institutional School Teacher Es will work an academic year consisting of 46 weeks of instruction and 6 weeks of paid scheduled breaks. They also receive 1 floating week (5 days) of paid time off per fiscal year.
  - d. The department shall make every effort to not embed more than four (4) holidays (as outlined in Article 10, section 1) during the 11 weeks of scheduled breaks referenced in section 1-b. For each holiday in excess of four (4) that is embedded in the Institutional School Teachers C, and D scheduled breaks, the employee 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.
  - e. The department shall make every effort to not embed more than three (3) holidays (as outlined in Article 10, section 1) during the 6 weeks of scheduled breaks referenced in section 1-c. For each holiday in excess of three (3) that is embedded in the Education Specialists and Teachers Es scheduled breaks, the employee 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.
  - f. Education Specialists assigned to the DOC's central office will work a 52 week schedule with an accrual of 5 weeks of vacation, taken per Departmental and contractual guidelines.
  - g. The aforementioned one week of floating time shall be allotted to employees

during the first pay period of the state fiscal year. Floating time is understood to be used in increments of no less than two (2) hours. Floating time may be taken per Departmental and contractual guidelines.

- h. The floating week and all paid time off is allotted to all Institutional School Teachers C, D, E and Education Specialists employed by the Division of Inmate Training at the beginning of the fiscal year or when the employee is hired.
- i. Education Specialists shall maintain any vacation time already accrued as of July 2017.
- j. The Teacher E/ Regional Principal positions will work an academic year as described in section 1.c. and will be able to use all 6 weeks of scheduled breaks at any point within the Academic Teachers' 11 weeks of scheduled breaks.
- k. Schedules for subsequent years shall be discussed by the parties each spring, but the Department shall reserve the right to make final determination of such schedules. The parties agree that the finalization and release of an ensuing year's School Year schedule shall occur no later than April 1 of the preceding year.
- l. Institutional School Teachers C, D, and E will accrue sick time in accordance with Article 8 Section 1.

2. The Department of Correction shall retain complete discretion regarding the decision to implement the enhanced work schedule based upon the Department's ability to fund the salary increases that would follow implementation. However, upon such funding and implementation:

- a. Employees occupying Institutional School Teacher C, D and E position titles shall work an enhanced schedule of no more than 225 workdays.
- b. Employees occupying Education Specialist position titles shall work an enhanced schedule of no more than 225 workdays.
- c. The department will provide employees no less than six (6) months notice of the plan to implement the enhanced work schedule.
- d. The Department will make every effort to prevent involuntarily transfers or reassignments as a result of the implementation of this enhanced work schedule. However, should it become necessary for the Department to transfer or reassign an employee involuntarily the department will do so in accordance with Article 14

**SUPPLEMENTAL AGREEMENT U**  
**covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**at the**  
**MASSACHUSETTS REHABILITATION COMMISSION**

VOCATIONAL REHABILITATION

I. CASELOAD TYPES

A. Specialty caseloads are defined as follows:

1. Severely hearing impaired/deaf;
2. Severely mobility impaired;
3. Non-English-speaking.

B. In addition, V.R. management agrees to monitor the flow of severely head-injured clients into the V.R. division with the possibility of designation as a specialty area at a later date, if numbers so warrant.

C. All other caseloads are considered General/Mixed.

II. CASELOAD SIZES/TRIGGER POINTS

A. Specialty caseload size range: 60 - 90

B. General/Mixed caseload size range: 80 - 150

Caseload sizes may go above or below stated ranges (see III-Caseload Reviews).

C. Trigger Points:

1. General/Mixed caseloads will be automatically reviewed for appropriate size at 120. This Agreement may be waived upon mutual agreement between supervisor and counselor (see III-Caseload Reviews).
2. Specialty caseloads will be automatically reviewed for appropriate size at 80. This Agreement may be waived upon mutual agreement between supervisor and counselor (see III-Caseload Reviews).
3. A counselor, supervisor or manager may initiate a caseload review at any time or point prior to, at, or after the automatic review point.

### III. CASELOAD REVIEWS/PROCESS/ RESTORATION

A. When a caseload review is conducted, the focus of such a review will be on the amount of direct administrative and service delivery time required of the counselor.

B. It is recognized that there will be occasions when a caseload review is not indicated although the trigger point has been reached (e.g., when such a review has very recently been conducted). To allow for deferral to reviews under such circumstances, the supervisor and counselor will meet whenever such a trigger point is reached in order to discuss the situation. A caseload review will ensue unless the counselor, supervisor and area director agree that a review is not necessary. All three parties must agree to deferral of the review, and so signify via a sign-off.

C. When a caseload review conducted by the counselor and the unit supervisor is deemed unsatisfactory by either party, such may be submitted to the area director and, if necessary, to the regional director for her/his consideration. If a review meeting is held at the regional director level, a Union representative may be present if so requested by the counselor. If a dispute still exists, the counselor may request that the issue be referred to the Labor-Management Caseload Committee (see IV). If the dispute remains unresolved after consideration by this Committee, the issue will be submitted as a third step grievance under Article 23-A, and not processed beyond the third step grievance.

### IV. LABOR-MANAGEMENT CASELOAD COMMITTEE

A. Labor-Management Committee composed of equal representation of labor and management will be formed to:

1. Oversee the implementation of this Agreement;
2. Consider and resolve disputes arising from caseload size issues and reviews.

### V. GOALS AND STANDARDS

Client service goals and caseload standards are established following discussions and negotiations between the Commissioner and Deputy Commissioner; with regional directors; then with area directors; then with unit supervisors; then between unit supervisor and counselors. Disputes at any stage of the process shall be resolved by a meeting between the counselor, unit supervisor and, if necessary, the area director. If the issue remains unresolved, it shall be referred to the regional director. If a review meeting is held at the regional director level, a Union representative may be present if requested by the counselor. If the issue continues to remain unresolved, the Union may submit the issue to the Office of the Deputy Commissioner of Vocational Rehabilitation for review.

The process to establish client service goals and caseload standards is intended to be participatory in nature. The Union is encouraged to alert management regarding instances in which a participatory procedure is not being followed. Nothing herein shall be interpreted as diminishing any of the management's rights as set out in Article 2.



D.D.S.

1. Initial/Recon intake for full-time examiners shall not exceed a maximum of four [4] cases per day or twenty [20] cases per week. If Initial/Recon intake exceeds more than twenty [20] cases per week, the Union and management agree to meet at the Labor-Management forum to discuss the impact and develop possible alternatives.

- a. Initial/Recon intake for part-time examiners shall be based on the percentage of their regularly scheduled workweek to a full-time examiner, and therefore a daily cap will not apply.

2. CDR intake for full-time examiners shall not exceed a maximum of four [4] cases per day or twenty [20] per week. If CDR intake exceeds more than twenty [20] cases per week, the Union and management agree to meet at the Labor-Management forum to discuss the impact and develop possible alternatives.

- a. CDR intake for part-time examiners shall be based on the percentage of their regularly scheduled work week to a full-time examiner, and therefore a daily cap will not apply.

3. Initial/Recon MADA/CommonHealth intake for full-time examiners shall not exceed a maximum of four [4] cases per day or twenty [20] cases per week. If Initial/Recon MADA/CommonHealth intake exceeds twenty [20] cases per week, the Union and Management agree to meet at the Labor-Management forum to discuss the impact and develop possible alternatives.

- a. Initial/Recon MADA/CommonHealth intake for part-time examiners shall be based on the percentage of their regularly scheduled work week to a full-time examiner, and therefore a daily cap will not apply.

4. Any state/federally mandated special category cases requiring a different and/or lesser work effort will not be subject to distribution under the provisions of #1, #1a, #2, #2a, #3 and #3a above. Management agrees to meet with the Union to discuss intake for these groups of cases as they occur.

5. Distribution of intake will be equal between Boston and Worcester examiners.

6. Examiners/Alternates will have the option of not receiving intake either the day before or on the day of return from a planned vacation or personal leave of five [5] or more consecutive workdays. Provisions of this section will apply to part-time examiners when they use their vacation/personal leave for a week or more according to their regularly scheduled workweek. Examiners/Alternates must submit their choice at the time they request planned leave.

7. Intake for an Examiner/Alternate leaving the agency due to resignation will be suspended two [2] weeks before the planned last day of work.

8.
  - (a) Intake will be suspended from the first day of sick, personal or emergency vacation leave if the Examiner/Alternate notifies the unit supervisor or regional director's office before 8:30 a.m. If the Examiner/Alternate notifies the unit supervisor or regional director after 8:30 a.m., intake will be suspended on the next workday. Individual emergency leave privileges may be withdrawn by management in the event that a documented pattern exists indicating that this privilege is abused.
  - (b) In accordance with flex time policy, an employee may charge minimum core hours (six [6] hours) and make up scheduled time for the first five [5] days of sick leave and three [3] personal days. Make up of time must be accomplished in the week sick or personal leave was charged. Thereafter, a minimum of seven and one-half [7.5] hours must be charged.
  - (c) Examiners who work a four and one-half [4 1/2] day work week and who use three and one-half [3 1/2] hours of unplanned sick, personal or vacation leave on their half [1/2] day will receive half [1/2] intake. For planned absences, Examiners on a four and one-half [4 1/2] day work week can adjust their work schedule to a five [5] day work week and have intake suspended.
  - (d) Full intake will be received if an employee is on unauthorized leave without pay status.
9.
  - (a) Alternate supervisors will receive one-half [1/2] intake per day. Alternate supervisors will be required to complete all reopening and revision cases as well as closed period cases of Vocational Disability Examiners (Grade 17). Senior Examiners (Grade 19) will be required to complete their own closed period cases.
  - (b) Alternate supervisor intake shall be suspended on the sixth day of supervisory absence.
  - (c) In the event of the absence of the supervisor and the alternate supervisor for one [1] or more work days, an acting alternate will be appointed by the regional director. If no grade 19 Examiner is available, a grade 17 Examiner will be appointed by the regional director. These appointments will be made on the basis of seniority.
  - (d) No Examiner whose performance is in any way being addressed by corrective action leading up to or including a conference report will qualify to assume the position of acting alternate.
  - (e) All temporary appointments made by the regional director to the position of alternate supervisor will be made within the same case processing unit and/or region if possible. Appointments of full-time individuals will be made whenever possible.

#### MA/DA UNIT

10. (a) All the provisions of this Agreement will apply to all Examiners and supervisors in the MA/DA unit.
- (b) Due to the absence of alternate supervisor positions in the MA/DA unit, the unit supervisor must perform the duties normally performed by an alternate supervisor on the first day of an employee's absence.

CASELOAD REDISTRIBUTION will be performed only under the following circumstances:

11. (a) A planned and authorized leave by an Examiner in excess of twenty-five [25] working days.
  - (b) As a result of corrective action regarding caseload management leading up to and including a conference report, a portion of or a whole caseload (at the discretion of the regional director) will be distributed.
  - (c) Examiner's resignation, termination, or voluntary leave of employment. Caseload redistribution under Sections a and b will be redistributed within the same region. Intake will be suspended for an equal number of cases. Caseload redistribution under Section c will be redistributed equally within the work site with emphasis placed upon equity of distribution of seventy [70]-day cases. Intake will be suspended for an equal number of cases. Caseload redistribution under the terms of this Section will be done in a uniform and equitable manner.
12. Unit supervisors may receive intake in an emergency situation on a temporary basis. Management agrees to meet with the Union prior to distributing intake to supervisors.
  13. The provisions of this agreement will be subject to the grievance/arbitration procedure in Article 23A.

**SUPPLEMENTAL AGREEMENT X**  
**covering**  
**BARGAINING UNIT 8 EMPLOYEES**  
**at the**  
**DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION**

The Department of Elementary and Secondary Education (DESE) and the Union shall establish a Joint Labor/Management Committee consisting of up to three (3) representatives from the Union and up to three (3) representatives from the Department of Elementary and Secondary Education to discuss: 1) case assignment practices and recommended procedures to maintain consistency for Unit 8 staff in case carrying titles; and 2) new regulations, policies, and procedures brought before the committee that affect employees job duties and responsibilities.

The Committee shall meet quarterly or as necessary. The Committee may make written recommendations to the Commissioner concerning matters brought before it. Nothing in this Agreement shall be construed as a waiver of either party's rights under M.G.L. Chapter 150E.

**SUPPLEMENTAL AGREEMENT Y**

**Covering**

**BARGAINING UNIT 8 & 10 EMPLOYEES AT THE DEPARTMENT OF EARLY EDUCATION AND CARE**

The Department and the Union are mutually committed to conducting Joint Labor Management sessions on a regular basis. The parties have agreed that the following subcommittees shall be created:

**Sub-Committee A** – caseload assignments and distribution, regional lines, and Educational Specialist workload and distribution.

**Sub-Committee B** – New regulations, policies, and procedures/Child Care and Development Block Grant (CCDBG) requirements

**Sub-Committee C** – LEAD Working Procedures and differential licensing

The parties agree that at least two (2) weeks in advance of the labor management session that the Union shall submit to Management a clear agenda which contains any agenda items as well as the specific sub-committee agenda items. This will provide Management with an opportunity to seek clarification from the union regarding any agenda items in advance of the session. The parties agree that to the extent it makes sense and is practical, the above listed sub-committees will be rotated into the agenda for purposes of discussion at the later portion of the Labor Management sessions. The parties agree that the Labor Management Session is anticipated to last no longer than ninety minutes unless it is operationally feasible to continue for a longer period.

*Dmc*  
*pm 1/3/14*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND THE  
ALLIANCE, AFSCME-SEIU LOCAL 509**

**Regarding ASL Interpreters**

The Parties agree to the importance of providing accessible communication and advocacy so that programs, services, and opportunities throughout the Commonwealth are accessible to persons who are deaf and hard of hearing.

The Parties also agree to the importance of ensuring that Deaf and Hard of Hearing employees have sufficient access to these services.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND THE  
ALLIANCE, AFSCME-SEIU LOCAL 509**

**Regarding Article 19 Training and Career Ladder**

Effective FY 2022, the parties agree that the monies (\$220,000) annually and thereafter provided to the Training and Career Ladder Program shall instead be apportioned to the Commonwealth – SEIU Local 509 Human Service Workers and Educators Training and Professional Development Fund.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND THE  
ALLIANCE, AFSCME-SEIU LOCAL 509**

**Regarding a Racial Justice Labor Management Committee**

The Commonwealth and Union acknowledge that issues around racial equity and discrimination have been discussed during negotiations toward a new Collective Bargaining Agreement. As provided for in Executive order 592 “that all programs, policies, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race.” The parties recognize that anti-racism and anti-discrimination policies are crucial in the workplace for all its employees and for the delivery of services to our clients.

Therefore, the parties agree to the following:

1. The establishment of a Racial Justice Labor Management Committee that will review current Commonwealth employment policies and procedures in this area for the purpose of recommending training and/or education. Said Committee shall be comprised of members of the Commonwealth and the Union. The Labor Management Committee may include the Director of the Office of Diversity and Equal Opportunity or their designee, and other subject matter experts.
2. This ongoing Committee will convene immediately upon ratification of this Agreement by the Bargaining Units and will provide its preliminary recommendations, no more than six (6) months after commencement.
3. The Committee may request aggregate, de-identified data related to substantiated complaints of discrimination. The information will be related to the number of complaints and the type of discrimination for those Agencies\Secretariats employing Union members. The request for information can be made on a quarterly basis.
4. The Union agrees that the information provided pursuant to Paragraph 3 will be used solely for the purpose of informing recommendations for policy and/or training. The Union agrees that it will hold the information in a confidential manner and will not disclose or use the information outside of the work of the Committee.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND THE  
ALLIANCE, AFSCME-SEIU LOCAL 509**

**Regarding a LGBTQIA+ Labor Management Committee**

The Commonwealth and Union acknowledge that issues around equity and discrimination have been discussed during negotiations toward a new Collective Bargaining Agreement. Pursuant to Executive Order 592, the parties also recognize that LGBTQIA+ positive policies are crucial for “creating a culture of inclusion that values and promotes diversity and equal opportunity for all individuals” in the workplace.

Therefore, and as these issues have been discussed during negotiations toward a new Collective Bargaining Agreement, the parties agree to the following:

1. The establishment of a Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual/Ally, plus (LGBTQIA+), and Non-Binary Labor Management Committee that will review current Commonwealth employment policies and procedures in this area for the purpose of recommending training and/or education. The Labor Management Committee may include the Director of the Office of Diversity and Equal Opportunity or their designee, and other subject matter experts.
2. This ongoing Committee will convene immediately upon ratification of this Agreement by the Bargaining Units and will provide its preliminary recommendations, no more than six (6) months after commencement.
3. The Committee may request aggregate, de-identified data related to substantiated complaints of discrimination related to the mission of this Committee. The information will be related to the number of complaints and the type of discrimination for those Agencies\Secretariats employing Union members. The request for information can be made on a quarterly basis.
4. The Union agrees that the information provided pursuant to Paragraph 3 will be used solely for the purpose of informing recommendations for policy and/or training. The Union agrees it will hold the information in a confidential manner and will not disclose or use the information outside of the work of the Committee.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND THE  
ALLIANCE, AFSCME-SEIU LOCAL 509**

**Regarding a Climate Justice Labor Management Committee**

The Commonwealth and Union acknowledge the concerns around issues of climate and its impact on its workers, workplace, and the delivery of services to those we serve. The parties agree to address issues that were raised during bargaining.

Therefore, and as these issues have been discussed during negotiations toward a new Collective Bargaining Agreement, the parties agree to the following:

1. The establishment of an eight-member Labor Management Committee responsible for meeting on the following issues but not limited to:
  - a. Fossil fuel cease subsidy;
  - b. Transit Benefit Plan;
  - c. Reduce car use thru various methods;
  - d. Buildings -net zero; and
  - e. Affordable Housing for employees.
2. The Committee will convene immediately upon ratification of this Agreement by the Bargaining Units and will complete its work in the form of recommendations, no more than six (6) months after commencement.
3. The Committee may consult with the [Executive Office of Energy and Environmental Affairs](#) for advice and assistance in the creation of the recommendations.
4. The Committee shall present said recommendations to the Governor no later than (8) eight months.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND THE  
ALLIANCE, AFSCME-SEIU LOCAL 509**

**Regarding PFML**

The parties agree that the Commonwealth shall, on an annual basis, provide updated information to Bargaining Unit members regarding Paid Family Medical Leave (PFML), FMLA, and other types of leave available under the Collective Bargaining Agreement. The purpose of this information shall be to provide employees with detail regarding these leaves and the administration thereof.

## **MEMORANDUM OF UNDERSTANDING**

### **ARTICLE 17**

The Commonwealth and the Union agree that during the term of this agreement the Commonwealth shall retain the unreserved right to implement revised job specifications for job titles certified to bargaining unit 8 and 10, except when:

- The revised job specification will require a change in minimum entrance requirements that would adversely affect promotional opportunities for employees in bargaining unit 8 and 10

Or

- The revised job specification contains level distinguishing characteristics that are more restrictive than current and prevailing employment practices.

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

The provisions of this MOU shall be effective from July 1, 2017 through June 30, 2020.

In addition, the terms of this MOU shall not supersede any specific classification/reclassification provision contained within a supplemental agreement to the collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
And the  
ALLIANCE, AFSCME-SEIU LOCAL 509  
Regarding the  
DEPARTMENT OF TRANSITIONAL ASSISTANCE**

**BERSW CLASSIFICATION**

The parties agree that effective January 1, 2015, employees of the Department of Transitional Assistance in the job title Benefits Eligibility & Referral Social Worker (BERSW) A/B performing functions related to Transitional Aid to Families with Dependent Children (TAFDC) and Emergency Aid to the Elderly, Disabled and Children (EAEDC), commonly referred to as “cash” programs, shall be upgraded to the BERSW C job title. Also effective January 1, 2015, employees of the Department of Transitional Assistance in the job title BERSW C performing cash assistance supervisor functions shall be upgraded to the BERSW D job title.

For the period starting January 1, 2015 to twelve (12) months from the date this collective bargaining agreement becomes effective (upon ratification and legislative approval), movement between BERSW A/B Supplemental Nutrition Assistance Program (SNAP) functional positions and BERSW C (upgraded from A/B) “cash” positions shall be considered as lateral transfers.

For the period starting January 1, 2015 to twelve (12) months from the date this collective bargaining agreement becomes effective (upon ratification and legislative approval), movement between BERSW C Supplemental Nutrition Assistance Program (SNAP) functional supervisory positions and BERSW D (upgraded from C) “cash” functional supervisory positions shall be considered as lateral transfers.


The parties agrees that any employee appointed to a position after the effective date of the reallocation described above shall be subject to the nine-month promotional probationary period as stated in Article 14. It is understood that following this twelve-month period said positions shall be filled according to the provisions of Article 14 of the Collective Bargaining Agreement.


In order to promote quality and continuous service provision, “cash” positions will be posted and filled within thirty (30) days of being vacated. This provision shall apply to any vacant position the Department intends to fill.

**MEMORANDUM OF UNDERSTANDING**  
between the  
**ALLIANCE, AFSCME-SEIU LOCAL 509**  
and the  
**COMMONWEALTH OF MASSACHUSETTS**  
Executive Office of Health and Human Services  
Office of MassHealth Operations

The parties acknowledge that during the course of bargaining toward a successor collective bargaining agreement, the Commonwealth submitted and eventually withdrew a number of proposals to amend Supplemental Agreement R-2 for MassHealth. The Commonwealth withdrew these proposals due to ongoing system and programmatic changes within the agency.

In recognition of same, the parties acknowledge and agree that should these system and program changes be implemented during the life of the January 2014-December 2016 Collective Bargaining Agreement, the Commonwealth and the Union shall meet to discuss any proposed changes in accordance with Section 6 of Supplemental Agreement R-2 and standard bargaining obligations.

  
For the Commonwealth

  
For the Union

Date: 6/24/14

Date: 6/24/14

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**ALLIANCE, AFSCME-SEIU, AFL-CIO**  
**and the**  
**COMMONWEALTH OF MASSACHUSETTS**

**Concerning Work Hour Travel**

A. The parties agree to establish a labor-management committee which shall consist of up to four (4) representatives designated by the Union and up to four (4) representatives designated by the employer who will discuss parking, tolls, and increased access to the Commonwealth's motor vehicle pool for those employees who are required to conduct work-hour travel as part of their regular job duties where such travel includes parking and toll expenses which exceed the mileage reimbursement allowed pursuant to Article 11, Section 1A of this Agreement.

B. In the event that during the term of this Agreement either the Governor or the Secretary of Administration and Finance submits a collective bargaining agreement to the Legislature for any non-public safety employees of the Executive Branch of the Commonwealth which calls for reimbursement of mileage at a rate in excess of that outlined in Article 11, Section 1A of this Agreement, and if such Agreement is funded by the Legislature, such information shall be promptly provided to the Alliance labor-management travel committee for resolution.

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**ALLIANCE, AFSCME-SEIU, AFL-CIO**  
**and the**  
**COMMONWEALTH OF MASSACHUSETTS**

**Concerning Articles 23 and 23A**

In an effort to support the efficient and expeditious handling of the grievance/arbitration procedures outlined in Articles 23 and 23A, the parties agree that:

- A. The parties will meet in an effort to develop mutually agreeable and compatible grievance tracking systems; and,
- B. The parties shall meet in an effort to develop mutually agreeable time frames within which the parties will attempt to process arbitrations, including, but not limited to, the selection of arbitrators and the scheduling of, and the hearing of, arbitration cases.



**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**COMMONWEALTH OF MASSACHUSETTS**  
**and the**  
**ALLIANCE, AFSCME-SEIU, AFL-CIO**  
  
**Concerning Adoption Assistance**

The parties agree that employees covered by this Collective Bargaining Agreement will be permitted to participate in the Employer's adoption assistance program.

**MEMORANDUM OF AGREEMENT**  
**between the**  
**COMMONWEALTH OF MASSACHUSETTS**  
**and the**  
**ALLIANCE, AFSCME-SEIU, AFL-CIO**

**Concerning Article 5, Section 2**

The parties agree to establish a labor-management committee which shall consist of up to three (3) representatives designated by the Union and up to three (3) representatives designated by the Employer who will determine the procedures and criteria relative to Article 5, Section 2, former bullet point #9, paid union leave for delegates of the union to attend conventions of the State AFL-CIO and parent organizations.

The Employer agrees to maintain the current practice of granting paid union leave to the Alliance, AFSCME-SEIU, AFL-CIO, for the purposes of attending conventions of the State AFL-CIO and parent organizations for delegates until such time as the aforementioned labor-management committee determines the procedures and criteria for such delegates.

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**COMMONWEALTH OF MASSACHUSETTS**  
**and the**  
**ALLIANCE, AFSCME-SEIU, AFL-CIO**

**Concerning the Calculation of Seniority for Employees**  
**Having a Break in Service as a Result of a Legislatively Mandated Agency Split**

In the event an employee of the Division of Medical Assistance, Department of Revenue or the Department of Developmental Disabilities has a break in service resulting solely from a legislatively mandated split from another state agency, the affected employee's length of service in his/her prior state agency shall be added to the employee's length of service in his/her current agency for the purpose of calculating seniority in a lay-off or bumping situation.

Nothing in this Memorandum of Understanding shall change the existing practice of calculating seniority in instances where a legislatively mandated split of state agencies has not occurred.

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**COMMONWEALTH OF MASSACHUSETTS**  
**and**  
**ALLIANCE, AFSCME-SEIU, AFL-CIO**  
  
**Concerning "03" Contract Personnel**

The Commonwealth of Massachusetts and the Alliance, AFSCME-SEIU Local 509 hereby agree to review the status of appropriate 03 contract personnel to determine whether any of those contract personnel are doing work of a permanent nature, that is properly the work of a title represented by the Alliance, AFSCME-SEIU Local 509. In the event that it is determined that an "03" contractor is found to be doing work of a permanent nature that is properly the work of a title represented by the Alliance, AFSCME-SEIU Local 509, the Commonwealth of Massachusetts shall convert that "03" contractor to state employee status in a title represented by the Alliance, AFSCME-SEIU Local 509.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND  
SEIU, LOCAL 509**

**Vacation Accruals for Current Employees**

Current employees with less than 4.5 years of creditable service as of the date of this MOU may, upon the approval of the Appointing Authority, begin accruing vacation credits at the rate of 9.375 hours (37.5/week) or 10.000 hours (40/week).

To be eligible, employees must have had at least 4.5 years of relevant work history prior to commencement of employment with the Commonwealth.

Employees must apply within 6 months of the implementation of the parties' Collective Bargaining Agreement, on a form to be supplied by their Appointing Authority. If approved, the commencement of the enhanced vacation accrual will be effective July 1, 2018. If the employee fails to file a request within the allotted six months, he/she shall be eligible to receive enhanced vacation accrual on a prospective basis. If the employees' vacation accrual is changed, the employees will remain at this rate until they reach 9.5 years of creditable service with the Commonwealth.

Grievances of an Appointing Authority's denial of accelerated vacation accrual may be processed in an expedited Alternative Dispute Resolution (ADR) hearing upon request by the Union.

**COMMONWEALTH OF MASSACHUSETTS  
EMPLOYEE RELEVANT SERVICE REQUEST FORM  
FOR VACATION ACCRUAL STATUS ADJUSTMENT  
(To be returned to the agency human resources/payroll office after completion by employee)**

*I understand that current employees accruing two weeks of vacation may apply to receive a three-week accrual, effective July 1, 2018, if they meet the threshold of four- and one-half years relevant work experience at the time of hire. I wish to be considered for accelerated vacation accrual status, and I hereby certify that I had at least four and one half (4.5) years of the following relevant work experience at my time of hire. I am including either a current resume, or the resume I submitted at the time of hire, and submit the following information.*

Name \_\_\_\_\_ Current Department \_\_\_\_\_

Current Job Title \_\_\_\_\_

Bargaining Unit \_\_\_\_\_ Work Email Address \_\_\_\_\_

Area Code/Telephone # \_\_\_\_\_ Employee ID Number \_\_\_\_\_

Agency Date of Hire \_\_\_\_\_

Please provide a detailed description of relevant job and/or professional experience, amounting to at least four and one half (4 ½) years, **at time of agency hire** (attach extra pages if necessary):

Name of Employer: \_\_\_\_\_

Dates of Employment: \_\_\_\_\_

Description of relevant job duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Employer: \_\_\_\_\_

Dates of Employment: \_\_\_\_\_

Description of relevant job duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Employer: \_\_\_\_\_

Dates of Employment: \_\_\_\_\_

Description of relevant job duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

***SUBMISSION MUST BE RECEIVED NO LATER THAN \_\_\_\_\_***  
***[6 months from date of the implementation of this agreement]***

Approval:

\_\_\_\_\_  
Agency Head or Designee

\_\_\_\_\_  
Date

Resume included: \_\_\_\_ (Y/N)

## **SIDE LETTER(S)**

*In addition to changes in the Collective Bargaining Agreement, the parties have come to agreement on the following items:*

### **Notice of New Hires**

The Human Resources Division will provide the union with regular notice of accepted offers of employment into the bargaining unit. This information will include new hires, rehires and transfers. The union will provide HRD a designated e-mail address to which said information may be sent.

### **Nursing Mothers**

The Commonwealth's Human Resources Division will update and reissue the memo concerning Nursing Mothers rights and accommodations, no later than 30 days after the signing of this agreement.

### **Health and Safety**

The Commonwealth and its agencies shall provide adequate notice to employees of construction, pest management, mechanical breakdowns (such as HVAC systems) or other actions which could potentially impact health and safety of employees. Labor relations staff will annually issue a written reminder to agency management of the need to notify employees on-site of the aforementioned.

### **Electronic Mail**

Electronic mail shall serve the function of correspondence currently referred to anywhere in the Agreement as via mail (US Postal Service mail), facsimile, or in writing.

### **Promotional Process**

During the course of negotiations toward a successor Agreement, the Commonwealth and the Union have had extensive discussions regarding Article 14 of the Collective Bargaining Agreement. The parties therefore agree to continue to discuss guidelines governing the promotional process. The Commonwealth and the Union shall establish a committee, which shall include both Union and Management representatives, for the purpose of designing a standardized document. Said document shall be used for conducting promotional evaluations, and may contain a point system as an objective means of utilizing the promotional criteria. It is the parties' intention that such a document shall be produced by the end of the current contract. In addition the parties may also agree to pilot programs wherein such a document might be assessed and evaluated prior to Commonwealth wide implementation.



### **Classification**

The parties agree that the Memorandum of Understanding regarding job specifications should be renewed for the period July 1, 2017 through June 30, 2020.

### **Student Loan Forgiveness Program**

The Commonwealth shall administer the process of annual certification of full-time employment letters for members enrolled in the Federal Public Service Loan Forgiveness Program. Members will be permitted 2 or fewer hours of paid educational leave once per 2 years for on-site training provided by the union. The parties will work collaboratively during the duration of the collective bargaining agreement to implement said program.