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COLLECTIVE BARGAINING AGREEMENT

between the

COMMONWEALTH OF MASSACHUSETTS

and the

ALLIANCE, AFSCME-SEIU LOCAL 509, AFL-CIO
UNITS 8 & 10

JANUARY 1, 2005 to DECEMBER 31, 2006

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PREAMBLE

This Collective Bargaining Agreement entered this 26th day of July, 2005 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 I 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 Personnel Administrator, 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 I

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 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 Union dues check-off authorization by giving at least sixty (60) days notice in writing to his/her department head.

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 Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her department head.

Section 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
AGENCY FEE

Section 1

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the effective date of the Agreement, whichever is later, 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.

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

1. contributions to political candidates or political committees formed for a candidate or political party;

2. publicizing of an organizational preference for a candidate for political office;

3. efforts to enact, defeat, repeal or amend legislation unrelated to the wages, hours, standards of productivity and performance, and other terms and conditions of employment, and the welfare or the working environment of employees represented by the exclusive bargaining agent or its affiliates;

4. contributions to charitable, religious or ideological causes not germane to its duties as the exclusive bargaining agent;

5. benefits which are not germane to the governance or duties as bargaining agent, of the exclusive bargaining agent or its affiliates and available only to the members of the employee organization.

Section 2

This Article shall not become operative as to employees in any Statewide bargaining unit certified to the Union until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

Section 3

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

Section 4

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement.

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

Section 5

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 release time for the purpose of attending Union conventions must be at least seven (7) days in advance of such convention.

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.

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. 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

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

Where the Department/Agency provides an orientation program for new employees, or employees entering these bargaining units, up to one hour shall be allotted to the Union and to these employees during which time a union representative may discuss the Union with the employee.

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, sex, sexual orientation, age, mental or physical handicap, union activity or veteran status.

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, age, sex, national origin, or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

Section 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. 116 dated May 1, 1975, or as subsequently amended, or in Governor's Executive Order #253 (1988) 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.

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 schedules, 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 determine the feasibility of establishing such options where they do not currently exist, to monitor existing programs, and to recommend changes where appropriate.

Upon the written request of either party, the Union shall meet with local and central office representatives relative to developing and implementing Flex-time/Alternative work schedules where feasible for an individual worksite/facility or for the Department/Agency. Following said meetings where there continues to be any unresolved issues the areas of dispute may be brought at the request of either party to the Human Resources Division to work toward a possible resolution.

All agreements reached pursuant to the above paragraph shall be submitted to the Union and the Human Resources Division for approval.

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 Personnel Administrator.

D. 1. With the exception of paid sick leave, all time for which an employee is on full paid leave status shall be considered time worked for the purpose of calculating overtime compensation.

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

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

F. 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.

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.

For an employee who is called back pursuant to paragraphs 1 and 2 of this Section, the four (4) hour minimum shall be counted for the purpose of calculating overtime compensation pursuant to Section 2 of this Article when said employee is called back to the workplace. The two (2) hour minimum shall be counted for the purpose of calculating overtime compensation when the employee is called back to work but not called back to the workplace.

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 seventy-five cents ($0.75) 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 fifteen dollars ($15.00) for such stand-by period.

B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty, and shall be nine (9) hours in duration for any daytime stand-by 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 fifteen dollars ($15.00) for such standby period.

Section 8 Weekend Differential

A. Effective July 1, 2001, employees of the Commonwealth rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of seventy-five ($0.75) 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. A full-time employee shall accumulate sick leave with pay credits at the following rate for each full calendar month of employment:

Scheduled Hours per Week	Sick Leave Accrued
37.5 hours per week	9.375 hours
40.0 hours per week	10.000 hours

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

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

C. 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 thirty (30) 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 thirty (30) 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 DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. HRD may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee may use the one (1) day per month of paid leave available to employees for volunteer work under the Commonwealth's School Volunteer or Mentoring programs for the above-cited foster care activities.

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

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 sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one day.

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 one-half hour or full hours, 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 Personnel Administrator where such absence was caused by:

1. Illness of said employee;

2. Dismissal through no fault or delinquency attributable solely to said employee; or

3. Injury while in the employment of the Commonwealth in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

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

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 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). 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 or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his 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.

If the illness or injury is identified as confidential in nature, the employee shall submit a completed Confidential Illness Certification from the attending medical provider(s) as specified above. The Confidential Illness Certification (see Appendix G-2), shall contain the medical provider's signed statement that he/she has personally examined the employee, that the employee was unable to perform his/her duties because he/she was/is incapacitated due to illness or injury for the duration of the sick leave period in question, and the prognosis for the employee's return to work. Failure to produce this certification for a confidential illness within ten (10) calendar days from the date of the request may result in the denial of the sick leave in question.

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 G-2 forms.

M. 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.

Grievances resulting from the denial of an Appointing Authority to return the employee to his/her position after he/she has been removed from the workplace in accordance with this Section shall be processed in an expedited manner at Step III of the grievance process.

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

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 Personnel Administrator upon request of the Appointing Authority of the deceased employee: first, to the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system; and second, if there be no such designated beneficiary, to the estate of the deceased. It is understood that any such payment will not change the employee's pension benefit.

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.

R. The parties recognize that any unnecessary delay by agencies in processing Industrial Accident paperwork is a problem of mutual concern. The parties therefore agree to establish a sub-committee to study the manner in which the various departments and agencies process the paperwork associated with the processing and disposition of Industrial Accident claims. Said sub-committee shall make such recommendations to expedite such claims as it shall deem appropriate.

Section 2 Domestic Violence Leave

An employee may use up to a maximum of fifteen (15) paid days per calendar year for the purpose of arranging for the care of him/herself, his/her child(ren), elderly parent(s) and spouse or for attending to necessary legal proceedings or activities in instances where the employee, his/her child(ren), elderly parents and spouse is/are a victim(s) of domestic abuse and where the employee is not the perpetrator.

Section 3 Paid Personal Leave

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

Scheduled Hours per Week	Personal Leave Credits
37.5 hours per week	22.500 hours
40.0 hours per week	24.000 hours

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

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

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

B. Nothing in this Section shall be construed as giving more than three (3) days personal leave in a given calendar year. Any employee who has used one or more days leave while employed in state service shall have such time deducted from the formula contained herein. Employees who request and are denied use of paid personal leave in the last quarter of the calendar year may request and receive, at the discretion of the Appointing Authority, the cash equivalent of such denied personal leave.

Section 4 Bereavement Leave

A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse, foster child, step-child, step-parent, person for whom the employee is legal guardian, child, 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) calendar days. Leave shall not exceed a period of four (4) calendar days either commencing within thirty (30) days of the date of death or ending after the date of the funeral, at the option of the employee.

B. 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 commencing within thirty (30) days of the date of death or ending after the date of the funeral, at the option of the employee.

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.

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

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

3. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation credits at the commencement of 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.

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 may request medical certification after the leave commences if the employer later has reason to question the appropriateness of the leave or its duration. Said certification shall be in accordance with Section 1 (I) of this Article.

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

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

3. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious medical condition and is dependent upon the employee for care. Where intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.

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

5. At the expiration of the medical leave, the employee shall be returned to the same equivalent position with the same status, pay and length of service credit as of the date of 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 thereunder.

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 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

A. In order to clarify current practice, where an eligible full-time or part-time employee and his/her eligible spouse are both employees of the Commonwealth they may jointly be granted a total of not more than twenty- six (26) of unpaid leave under this Section to care for the employee's parent with a serious medical condition; or in conjunction with the birth, adoption or placement of a child as long as the leave(s) conclude(s) within twelve (12) months following the birth or placement. If the leave is requested because of the illness of a child or of the other spouse, each spouse is entitled to twenty-six (26) weeks of unpaid leave. The female employee is entitled to up

to eight (8) of those combined twenty-six (26) weeks under M.G.L. c. 149, Section 105D for maternity or adoption purposes.

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

C. Of the combined total of twenty-six (26) weeks provided in paragraph A of this Section not more than ten (10) days per employee shall be paid under the provisions of Section 8.A.1. of this Article, with the remainder unpaid, except that 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.

Section 12 Foster Parent Leave

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

Section 13 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 14

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

ARTICLE 9
VACATIONS

Section I

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

Section 2

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

Length of Continuous Full-time "Creditable Service"	Scheduled Hours Per Week	Vacation Credit Accrued
Less than 4.5 years	37.5	6.250 hours
	40.0	6.667 hours
4.5 years, but less than 9.5 years	37.5	9.375 hours
	40.0	10.000 hours
9.5 years, but less than 19.5 years	37.5	12.500 hours
	40.0	13.333 hours
19.5 years or more	37.5	15.625 hours
	40.0	16.667 hours

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

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

Section 3

A full-time employee on leave without pay and/or absent without pay for twenty (20) or more cumulative days in any vacation year shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year. In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- illness requiring hospitalization for all or a portion of the period of absence
- industrial accident
- maternity/adoptive leave
- foster care leave
- FMLA/Non-FMLA
- military leave
- educational leave
- civic duty leave,

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

Section 4

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

Section 5

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

Section 6

A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to twenty (20) days of service of a full-time employee shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year. In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit unless such leave or absence is attributable to one of the following reasons:

- illness requiring hospitalization for all or a portion of the period of absence
- industrial accident
- maternity/adoptive leave
- foster care leave
- FMLA/Non-FMLA
- military leave
- educational leave
- civic duty leave,

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

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 on January 1 for use during the following vacation year. Annual earned

vacation leave credit not used by December 31 of the second year it was earned will be forfeited.

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

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 Personnel Administrator may, upon request of the Appointing Authority of the deceased person, authorize the payment of such compensation in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system; and

Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 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 Personnel Administrator 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 on December 31st of the year in which such vacation credits would be lost if not taken.

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
Evacuation Day*
Patriot's Day
Memorial Day
Bunker Hill Day*
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

*Only in Suffolk County

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

A. An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such a holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the 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 work on the Suffolk County holiday.

B. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual work-week is five (5) or more days, shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the 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.

Section 10

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 seventy-five cents ($ 0.75) for each hour worked.

ARTICLE 11
EMPLOYEE EXPENSES

Section 1

A. Effective July 10, 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 thirty cents ($0.30) 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:

Meal	Maximum Allowance	Applicable Period
Breakfast	$3.00	3:01 a.m. to 9:00 a.m.
Lunch	$4.50	9:01 a.m. to 3:00 p.m.
Supper	$7.50	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

Effective January 9, 2005, 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 one hundred and eighty dollars ($180.00)

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 twenty dollars ($120.00)

C. Employees who drive at least 300 but fewer than 1,000 miles in any quarter shall be eligible for a quarterly reimbursement of sixty dollars ($60.00)

Effective July 10, 2005, eligible employees shall be paid quarterly according to the following formula:

D. Employees who drive 2,000 or more miles in any quarter shall be eligible for a quarterly reimbursement of two hundred and seven dollars ($207.00)

E. 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 thirty-eight dollars ($138.00)

F. Employees who drive at least 300 but fewer than 1,000 miles in any quarter shall be eligible for a quarterly reimbursement of sixty-nine dollars ($69.00)

Effective July 9, 2006, eligible employees shall be paid quarterly according to the following formula:

E. Employees who drive 2,000 or more miles in any quarter shall be eligible for a quarterly reimbursement of two hundred and thirty-eight ($238.00)

F. 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 fifty-nine dollars ($159.00)

I. Employees who drive at least 300 but fewer than 1,000 miles in any quarter shall be eligible for a quarterly reimbursement of eighty dollars ($80.00)

ARTICLE 12
SALARY RATES

Section 1

The following shall apply to full-time employees:

A. Effective January 9, 2005, the salary rates of employees who meet the eligibility criteria provided in Section 2 of this Article shall be increased by two percent (2%).

B. Effective January 8, 2006, the salary rates of employees who meet the eligibility criteria provided in Section 2 of this Article shall be increased by two percent (2%).

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 Personnel Administrator 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 the payroll is not creditable service for the purpose of step rate increases.

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, multiply the employee's current salary rate by one and three one hundredths (1.03);

3. Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;

4. The employee's salary rate shall be the first rate in the higher job group which at least equals the resultant amount.

Section 6

A. The salary rates of full time employees are set forth in Appendices A-1 through A-2 and B-1 through B-2 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 14, 2002, 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 forty dollars ($40.00) 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

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 July 13, 2003, the Employer agrees to contribute on behalf of each full-time employee equivalent eleven dollars ($11.00) per calendar week.

B. Effective January 8, 2006, the Employer agrees to contribute on behalf of each full-time employee equivalent twelve dollars ($12.00) per calendar week.

C. 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:

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 Personnel Administrator 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 Personnel Administrator. 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.

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.

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 Personnel Administrator 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

throughout the appropriate work unit(s) for 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. 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.

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

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 posting.

   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.

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 filling of any 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.

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**

In the event it becomes necessary for the Employer to involuntarily transfer or reassign an employee, the Employer will provide the employee at least 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. 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.

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 Personnel Administrator. 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

In the case of 03 contracts with individuals, the Committee shall review them to determine whether the work to be performed is long term in nature, and whether it should more appropriately be performed by regular employees. To this end, the

Commonwealth will provide to the union every six (6) months a report containing the name of each 03 contractor, the state agency that retains them, their work location, their pay levels and their work address. When the Commonwealth determines that the work performed by any 03 contractor is more properly the work of a state employee, it shall work with the affected state agency to resolve the situation. However, nothing in this Article shall limit the authority of the Secretary of A & F to promulgate rules and regulations covering contracting out of services pursuant to Chapter 29, Section 29A of the General Laws.

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.

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 Personnel Administrator or the Civil Service System which the individual employee enjoyed on June 30, 1976, and such appeal may not be the subject of a grievance or arbitration under Article 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 Personnel Administrator 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 Personnel Administrator 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 Personnel Administrator.

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. A laid-off employee will remain on the recall roster for two (2) years except an employee who is offered recall to a position in the same job grade as the position from which he/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.

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.

A. 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.

B. 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.

C. 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.

D. 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.)

E. 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.

E. 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.

F. 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.

G. 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 seek 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
Masters 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.

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.

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 $1500.00 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 $1500.00.

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 six (6) consecutive 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 whether in the same or a different job title.

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 shall be submitted in writing by the aggrieved employee to his/her agency head within ten (10) working days of the date such action was taken. The grievance shall be treated as a Step II grievance and Article 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, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within ten (10) working days of the date such action was taken. 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

As a condition precedent to submitting a grievance alleging a violation of Section I, pursuant to Article 23A - Grievance Procedure, the Union and the employee involved shall sign and give to the Employer, on a form prepared by the Employer, a waiver of any and all rights to appeal the disciplinary action to any other forum including the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

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

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

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 seven (7) 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.

C. The agency head or his/her designee shall meet with the employee and/or the Union for review of the grievance and shall issue a written decision of findings supported by the information gathered at the conference to the employee and/or the Union within fourteen (14) calendar days following the day on which the appeal is filed. 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 a hearing shall be held no later than twelve (12) months from such request. If a hearing is not held within the twelve (12) month period due to inaction of the Union, then the grievance is thereby withdrawn with prejudice but without precedent.

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. l50C.

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.

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.

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, Excels, 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 and job-related. These performance dimensions must be in writing and printed on the EPRS form.

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

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

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

I. 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 Personnel Administrator and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis.

J. 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.

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

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

Section 3

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 reasonable times to discuss any problems or issues surrounding the employee performance review system.

Section 4

Any employee who as a result of an evaluation pursuant to this Agreement receives an overall rating of "Below" shall have the right to appeal such rating pursuant to Supplemental Agreement D of this Agreement.

Section 5

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

Section 6

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 7

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 employee s 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 your 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 carpools 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 supercede 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.

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 two (2) year period from January 1, 2005 to December 31, 2006 and the terms contained herein shall become effective January 1, 2005, 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, 2006 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, 2006.

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 Personnel Administrator, 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.

Agreement signed this 26th day of July, 2005.

For the Alliance.
AFSCME-SEIU Local 509, AFL-CIO:

Date: 7/26/05

For the Commonwealth:

Date: 7/26/05

APPENDIX A-1
Schedule of Biweekly Salary Rates
Units 8 & 10
Effective January 9, 2005

	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
Grade	1	2	3	4	5	6	7	8	9	10	11	12
01	$783.67	$796.73	$810.08	$823.63	$837.45	$851.48	$865.77	$880.39	$895.20	$910.34	$928.56	$947.11
02	$797.87	$810.95	$824.25	$837.85	$851.65	$865.70	$880.02	$894.56	$909.42	$924.51	$943.02	$961.86
03	$809.84	$824.61	$839.58	$854.93	$870.56	$886.54	$902.73	$919.35	$936.21	$953.46	$972.52	$991.99
04	$830.78	$845.51	$860.56	$875.92	$891.56	$907.47	$923.70	$940.31	$957.17	$974.37	$993.83	$1,013.69
05	$843.97	$859.94	$876.23	$892.87	$909.85	$927.16	$944.84	$962.89	$981.31	$1,000.09	$1,020.08	$1,040.49
06	$872.13	$888.16	$904.48	$921.12	$938.13	$955.43	$973.10	$991.13	$1,009.52	$1,028.25	$1,048.81	$1,069.77
07	$892.96	$910.42	$928.24	$946.47	$965.04	$984.00	$1,003.43	$1,023.16	$1,043.40	$1,064.02	$1,085.32	$1,107.01
08	$912.45	$931.29	$950.54	$970.26	$990.41	$1,011.02	$1,032.05	$1,053.55	$1,075.55	$1,098.07	$1,120.00	$1,142.43
09	$944.84	$965.42	$986.49	$1,008.08	$1,030.10	$1,052.68	$1,075.80	$1,099.45	$1,123.65	$1,148.42	$1,171.40	$1,194.81
10	$979.17	$1,001.11	$1,023.51	$1,046.47	$1,070.01	$1,094.06	$1,118.71	$1,143.99	$1,171.13	$1,199.21	$1,223.20	$1,247.66
11	$1,011.21	$1,035.08	$1,059.56	$1,084.62	$1,110.32	$1,136.71	$1,164.67	$1,194.07	$1,224.19	$1,255.10	$1,280.19	$1,305.77
12	$1,053.13	$1,078.26	$1,103.99	$1,130.37	$1,157.99	$1,187.46	$1,217.63	$1,248.60	$1,280.37	$1,312.89	$1,339.15	$1,365.93
13	$1,108.70	$1,135.27	$1,163.39	$1,193.09	$1,223.48	$1,254.69	$1,286.65	$1,319.46	$1,353.08	$1,387.59	$1,415.33	$1,443.62
14	$1,152.51	$1,185.35	$1,219.13	$1,253.90	$1,289.61	$1,326.36	$1,364.16	$1,403.05	$1,443.04	$1,484.14	$1,513.82	$1,544.08
15	$1,210.71	$1,246.35	$1,283.02	$1,320.80	$1,359.64	$1,399.64	$1,440.85	$1,483.24	$1,526.88	$1,571.85	$1,603.29	$1,635.35
16	$1,276.18	$1,315.04	$1,355.01	$1,396.26	$1,438.76	$1,482.54	$1,527.67	$1,574.16	$1,622.08	$1,671.40	$1,704.85	$1,738.96
17	$1,353.08	$1,393.50	$1,435.15	$1,478.07	$1,522.20	$1,567.66	$1,614.52	$1,662.80	$1,712.50	$1,763.69	$1,798.95	$1,834.93
18	$1,417.82	$1,460.91	$1,505.25	$1,550.95	$1,598.03	$1,646.58	$1,696.56	$1,748.08	$1,801.14	$1,855.87	$1,892.98	$1,930.85
19	$1,491.22	$1,536.98	$1,584.19	$1,632.82	$1,682.93	$1,734.59	$1,787.90	$1,842.76	$1,899.30	$1,957.66	$1,996.81	$2,036.74
20	$1,571.36	$1,618.64	$1,667.39	$1,717.55	$1,769.19	$1,822.47	$1,877.32	$1,933.83	$1,992.03	$2,051.97	$2,093.01	$2,134.88
21	$1,644.38	$1,694.66	$1,746.43	$1,799.85	$1,854.85	$1,911.58	$1,970.03	$2,030.21	$2,092.25	$2,156.22	$2,199.34	$2,243.35
22	$1,726.02	$1,779.08	$1,833.87	$1,890.31	$1,948.49	$2,008.47	$2,070.27	$2,133.99	$2,199.67	$2,267.35	$2,312.72	$2,358.95
23	$1,814.37	$1,869.06	$1,925.39	$1,983.42	$2,043.17	$2,104.76	$2,168.19	$2,233.56	$2,300.85	$2,370.18	$2,417.59	$2,465.94
24	$1,896.44	$1,953.74	$2,012.72	$2,073.48	$2,136.18	$2,200.65	$2,267.15	$2,335.61	$2,406.18	$2,478.82	$2,528.39	$2,578.96
25	$1,978.45	$2,038.57	$2,100.54	$2,164.43	$2,230.22	$2,298.01	$2,367.87	$2,439.89	$2,514.04	$2,590.47	$2,642.28	$2,695.12
26	$2,051.49	$2,114.24	$2,178.82	$2,245.44	$2,314.07	$2,384.82	$2,457.69	$2,532.82	$2,610.24	$2,690.05	$2,743.84	$2,798.73
C19	$1,582.96	$1,631.54	$1,681.65	$1,733.28	$1,786.47	$1,841.30	$1,897.90	$1,956.14	$2,016.14	$2,078.08	$2,119.65	$2,162.04
C20	$1,662.11	$1,713.12	$1,765.74	$1,819.94	$1,875.79	$1,933.37	$1,992.79	$2,053.94	$2,116.95	$2,181.99	$2,225.64	$2,270.15
C22	$1,832.82	$1,888.86	$1,946.56	$2,006.10	$2,067.40	$2,130.64	$2,195.79	$2,262.86	$2,332.02	$2,403.32	$2,451.37	$2,500.42

APPENDIX A-2
Schedule of Biweekly Salary Rates
Units 8 & 10
Effective January 8, 2006

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
01	$799.35	$812.67	$826.28	$840.10	$854.20	$868.51	$883.09	$898.00	$913.11	$928.55	$947.13	$966.05
02	$813.83	$827.17	$840.73	$854.61	$868.68	$883.02	$897.62	$912.45	$927.61	$943.00	$961.88	$981.09
03	$826.03	$841.10	$856.37	$872.03	$887.97	$904.27	$920.79	$937.73	$954.93	$972.53	$991.97	$1,011.83
04	$847.40	$862.42	$877.78	$893.44	$909.39	$925.62	$942.17	$959.11	$976.31	$993.85	$1,013.71	$1,033.97
05	$860.85	$877.14	$893.76	$910.73	$928.05	$945.70	$963.74	$982.15	$1,000.94	$1,020.09	$1,040.48	$1,061.30
06	$889.57	$905.92	$922.57	$939.54	$956.89	$974.54	$992.57	$1,010.95	$1,029.71	$1,048.82	$1,069.78	$1,091.16
07	$910.82	$928.63	$946.81	$965.39	$984.34	$1,003.68	$1,023.50	$1,043.63	$1,064.27	$1,085.30	$1,107.03	$1,129.15
08	$930.70	$949.91	$969.55	$989.66	$1,010.22	$1,031.24	$1,052.69	$1,074.62	$1,097.06	$1,120.03	$1,142.40	$1,165.28
09	$963.74	$984.73	$1,006.22	$1,028.24	$1,050.70	$1,073.73	$1,097.31	$1,121.44	$1,146.13	$1,171.39	$1,194.83	$1,218.70
10	$998.75	$1,021.13	$1,043.98	$1,067.40	$1,091.41	$1,115.95	$1,141.09	$1,166.87	$1,194.55	$1,223.19	$1,247.66	$1,272.61
11	$1,031.43	$1,055.78	$1,080.75	$1,106.32	$1,132.53	$1,159.44	$1,187.97	$1,217.95	$1,248.68	$1,280.20	$1,305.79	$1,331.89
12	$1,074.19	$1,099.83	$1,126.07	$1,152.98	$1,181.15	$1,211.21	$1,241.98	$1,273.57	$1,305.97	$1,339.15	$1,365.93	$1,393.25
13	$1,130.87	$1,157.97	$1,186.66	$1,216.96	$1,247.95	$1,279.79	$1,312.38	$1,345.85	$1,380.14	$1,415.34	$1,443.64	$1,472.50
14	$1,175.56	$1,209.06	$1,243.51	$1,278.97	$1,315.40	$1,352.88	$1,391.44	$1,431.11	$1,471.90	$1,513.82	$1,544.10	$1,574.96
15	$1,234.93	$1,271.27	$1,308.68	$1,347.21	$1,386.83	$1,427.64	$1,469.67	$1,512.90	$1,557.42	$1,603.29	$1,635.35	$1,668.06
16	$1,301.70	$1,341.34	$1,382.11	$1,424.18	$1,467.53	$1,512.19	$1,558.22	$1,605.64	$1,654.52	$1,704.83	$1,738.95	$1,773.74
17	$1,380.14	$1,421.37	$1,463.85	$1,507.63	$1,552.65	$1,599.01	$1,646.81	$1,696.05	$1,746.75	$1,798.97	$1,834.93	$1,871.63
18	$1,446.18	$1,490.13	$1,535.36	$1,581.97	$1,629.99	$1,679.51	$1,730.49	$1,783.04	$1,837.16	$1,892.98	$1,930.84	$1,969.47
19	$1,521.05	$1,567.72	$1,615.88	$1,665.48	$1,716.59	$1,769.28	$1,823.65	$1,879.62	$1,937.29	$1,996.81	$2,036.75	$2,077.48
20	$1,602.79	$1,651.01	$1,700.73	$1,751.90	$1,804.58	$1,858.92	$1,914.86	$1,972.50	$2,031.87	$2,093.01	$2,134.87	$2,177.58
21	$1,677.26	$1,728.55	$1,781.35	$1,835.85	$1,891.95	$1,949.81	$2,009.43	$2,070.81	$2,134.10	$2,199.35	$2,243.32	$2,288.21
22	$1,760.54	$1,814.67	$1,870.54	$1,928.11	$1,987.46	$2,048.64	$2,111.68	$2,176.67	$2,243.67	$2,312.69	$2,358.97	$2,406.13
23	$1,850.66	$1,906.44	$1,963.90	$2,023.09	$2,084.03	$2,146.85	$2,211.56	$2,278.23	$2,346.87	$2,417.59	$2,465.94	$2,515.26
24	$1,934.37	$1,992.82	$2,052.97	$2,114.95	$2,178.90	$2,244.67	$2,312.50	$2,382.32	$2,454.30	$2,528.40	$2,578.95	$2,630.54
25	$2,018.02	$2,079.34	$2,142.55	$2,207.72	$2,274.82	$2,343.97	$2,415.22	$2,488.69	$2,564.32	$2,642.28	$2,695.12	$2,749.02
26	$2,092.52	$2,156.52	$2,222.40	$2,290.34	$2,360.35	$2,432.52	$2,506.85	$2,583.48	$2,662.45	$2,743.85	$2,798.72	$2,854.70
C19	$1,614.62	$1,664.17	$1,715.29	$1,767.94	$1,822.20	$1,878.13	$1,935.85	$1,995.26	$2,056.47	$2,119.65	$2,162.05	$2,205.28
C20	$1,695.35	$1,747.38	$1,801.05	$1,856.34	$1,913.31	$1,972.03	$2,032.65	$2,095.02	$2,159.29	$2,225.63	$2,270.15	$2,315.55
C22	$1,869.47	$1,926.64	$1,985.50	$2,046.22	$2,108.75	$2,173.25	$2,239.70	$2,308.12	$2,378.66	$2,451.38	$2,500.39	$2,550.43

APPENDIX B-1
Schedule of Salary Rates
Teacher
Effective January 9, 2005

Category	Step		Bachelors	Masters	Masters +30
Teacher C	0	Biweekly	$1,313.57	$1,419.47	$1,510.48
		Annual	$34,152.82	$36,906.22	$39,272.48
	1	Biweekly	$1,400.75	$1,515.83	$1,610.34
		Annual	$36,419.50	$39,411.58	$41,868.84
	2	Biweekly	$1,487.95	$1,612.17	$1,710.23
		Annual	$38,686.70	$41,916.42	$44,465.98
	3	Biweekly	$1,575.15	$1,708.53	$1,810.06
		Annual	$40,953.39	$44,421.78	$47,061.56
	4	Biweekly	$1,662.33	$1,804.92	$1,909.92
		Annual	$43,220.58	$46,927.92	$49,657.92
	5	Biweekly	$1,749.51	$1,901.25	$2,009.81
		Annual	$45,487.26	$49,432.50	$52,255.06
	6	Biweekly	$1,836.72	$1,997.61	$2,109.66
		Annual	$47,754.72	$51,937.86	$54,851.16
	7	Biweekly	$1,923.90	$2,093.98	$2,209.52
		Annual	$50,021.40	$54,443.48	$57,447.52
	8	Biweekly	$2,011.08	$2,190.33	$2,309.38
		Annual	$52,288.08	$56,948.58	$60,043.88
	9	Biweekly	$2,098.28	$2,286.68	$2,409.24
		Annual	$54,555.28	$59,453.68	$62,640.24
Teacher D	0	Biweekly	$1,444.94	$1,561.41	$1,661.54
		Annual	$37,568.44	$40,596.66	$43,200.04
	1	Biweekly	$1,540.83	$1,667.40	$1,771.37
		Annual	$40,061.58	$43,352.40	$46,055.62
	2	Biweekly	$1,636.75	$1,773.40	$1,881.22
		Annual	$42,555.50	$46,108.40	$48,911.72
	3	Biweekly	$1,732.64	$1,879.39	$1,991.08
		Annual	$45,048.64	$48,864,14	$51,768.08
	4	Biweekly	$1,828.56	$1,985.38	$2,100.93
		Annual	$47,542.56	$51,619.88	$54,624.18
	5	Biweekly	$1,924.46	$2,091.37	$2,210.77
		Annual	$50,035.96	$54,375.62	$57,480.02
	6	Biweekly	$2,020.37	$2,197.36	$2,320.61
		Annual	$52.529.62	$57,131.36	$60,335.86
	7	Biweekly	$2,116.27	$2,303.38	$2,430.47
		Annual	$55,023.02	$59,887.88	$63,192.22
	8	Biweekly	$2,212.20	$2,409.36	$2,540.31
		Annual	$57,517.20	$62,643.36	$66,048.06
	9	Biweekly	$2,308.11	$2,515.35	$2,650.15
		Annual	$60,010.86	$65,399.10	$68,903.90
Teacher E		Biweekly	$2,832.68		
		Annual	$73,649.68		

APPENDIX B-2
Schedule of Salary Rates
Teacher
Effective January 8, 2006

Category	Step		Bachelors	Masters	Masters +30
Teacher C	0	Biweekly	$1,339.84	$1,447.86	$1,540.69
		Annual	$34,835.84	$37,644.36	$40,057.94
	1	Biweekly	$1,428.77	$1,546.15	$1,642.55
		Annual	$37,148.02	$40,199.90	$42,706.30
	2	Biweekly	$1,517.71	$1,644.42	$1,744.43
		Annual	$39,460.46	$42,754.92	$45,355.18
	3	Biweekly	$1,606.66	$1,742.70	$1,846.26
		Annual	$41,773.16	$45,310.20	$48,002.76
	4	Biweekly	$1,695.58	$1,841.01	$1,948.12
		Annual	$44,085.08	$47,866.26	$50,651.12
	5	Biweekly	$1,784.50	$1,939.27	$2,050.00
		Annual	$46,397.00	$50,421.02	$53,300.00
	6	Biweekly	$1,873.46	$2,037.56	$2,151.85
		Annual	$48,709.96	$52,976.56	$55,948.10
	7	Biweekly	$1,962.38	$2,135.86	$2,253.71
		Annual	$51,021.88	$55,532.36	$58,596.46
	8	Biweekly	$2,051.30	$2,234.14	$2,355.56
		Annual	$53,333.80	$58,087.64	$61,244.56
	9	Biweekly	$2,140.25	$2,332.41	$2,457.42
		Annual	$55,646.50	$60,642.66	$63,892.92
Teacher D	0	Biweekly	$1,473.84	$1,592.64	$1,694.77
		Annual	$38,319.84	$41,408.64	$44,064.02
	1	Biweekly	$1,571.64	$1,700.75	$1,806.80
		Annual	$40,862.64	$44,219.50	$46,976.80
	2	Biweekly	$1,669.49	$1,808.87	$1,918.85
		Annual	$43,406.74	$47,030.62	$49,890.10
	3	Biweekly	$1,767.30	$1,916.98	$2,030.90
		Annual	$45,949.80	$49,841.48	$52,803.40
	4	Biweekly	$1,865.13	$2,025.08	$2,142.95
		Annual	$48,493.38	$52,652.08	$55,716.70
	5	Biweekly	$1,962.95	$2,133.20	$2,254.98
		Annual	$51,036.70	$55,463.20	$58,629.48
	6	Biweekly	$2,060.77	$2,241.31	$2,367.02
		Annual	$53,580.02	$58,274.06	$61,542.52
	7	Biweekly	$2,158.60	$2,349.45	$2,479.08
		Annual	$56,123.60	$61,085.70	$64,456.08
	8	Biweekly	$2,256.44	$2,457.55	$2,591.12
		Annual	$58,667.44	$63,896.30	$67,369.12
	9	Biweekly	$2,354.27	$2,565.66	$2,703.16
		Annual	$61,211.02	$66,707.16	$70,282.16
Teacher E		Biweekly	$2,889.33		
		Annual	$75,122.58		

APPENDIX C
LIST OF JOB TITLES WITH JOB GRADES
EFFECTIVE 1/9/05

TITLE	PRIOR JOB GRADE	NEW JOB GRADE
Adaptive Equipment Designer C	21	22
Agent for State Industries A/B	14	14
Agent for State Industries C	18	19
Benefits Eligibility & Referral Social Worker A/B	18	18
Benefits Eligibility & Referral Social Worker C	20	20
Benefits Eligibility & Referral Social Worker D	22	22
Case Reviewer A/B	22	22
Chaplain A/B	18	19
Chaplain C	20	20
Child Care Licensing Specialist A/B	19	19
Child Care Licensing Specialist C	22	22
Child Support Enforcement Specialist A/B	18	18
Child Support Enforcement Specialist C	20	21
Child Support Enforcement Specialist D	21	22
Child Support Investigator A/B	22	23
Child Support Investigator C	24	25
Clinical Social Worker A/B	20	21
Clinical Social Worker C	22	23
Clinical Social Worker D	24	24
Community Resource Developer A/B	17	18
Community Resource Developer C	20	21
Coordinator of Day Care Services A/B	21	22
Correctional Program Officer A/B	C18	C19
Correctional Program Officer C	C19	C20
Correctional Program Officer D	C21	C22
Educational Specialist A/B	19	20
Educational Specialist C	23	23
Educational Specialist D	25	25
Employment Services Specialist A/B	19	20
Executive Clemency Coordinator A/B	19	20
Habilitation Coordinator A/B	16	17
Habilitation Coordinator C	18	19
Habilitation Coordinator D	20	21
Human Services Assistant A/B	12	13
Human Services Coordinator A/B	18	19
Human Services Coordinator C	20	21
Human Services Coordinator D	21	22
Interpreter for the Deaf & Hard of Hearing A/B	20	20
Interpreter for the Deaf & Hard of Hearing C	22	22
Interpreter for the Deaf & Hard of Hearing D	23	23
Librarian A/B	17	17
Librarian C	19	19
Library Technician A/B	15	15
Mental Health Coordinator A/B	16	16

Qualified Vocational Rehabilitation Counselor A/B	19	19
Qualified Vocational Rehabilitation Counselor C	21	21
Qualified Vocational Rehabilitation Counselor D	23	23
Quality Assurance Specialist A/B	21	21
Recreational Services Specialist A/B	14	15
Rehabilitation Counselor A/B	18	18
Rehabilitation Counselor C	19	20
Rehabilitation Counselor D	21	22
Residential Supervisor A/B	16	17
Residential Supervisor C	18	19
Residential Supervisor D	20	21
Social Worker A/B	19	19
Social Worker C	20	20
Social Worker D	23	23
Social Worker E	24	24
Social Work Technician A/B	14	14
Special Investigator, DSS A/B	22	22
Teacher C		
Teacher D		
Teacher E		
Teacher Aide A/B	12	13
Transitional Parole Officer A/B	18	18
Vocational Disability Examiner A/B	19	20
Vocational Disability Examiner C	21	22
Vocational Disability Examiner D	23	23
Vocational Instructor A/B	12	12
Vocational Instructor C	14	14
Youth Services Program Officer A/B	18	19
Youth Services Program Officer C	20	20

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

Step # _____ Union & Local # _____ Bargaining Unit # _____

GRIEVANCE REPORT

Grievant(s):_____Soc.Sec.#:_____
Job Title: _____ Agency: _____
Facility/Region:_____ Work Location:_____
Agency Start Date (if known):_____ Manager:_____
Employer is in violation of Article(s): _____
and other relevant provisions of the Agreement.

STATEMENT BY GRIEVANT OR UNION

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). (Use additional sheets of paper, if necessary.)

_____
_____
_____
_____
_____
_____
_____
_____
_____

RELIEF OR REMEDY SOUGHT

_____
_____
_____
_____
_____

_____ _____
Grievant's Signature Date Steward/Union Representative Signature Date

In accordance with Articles 23 and 23A, all disciplinary grievances must also include the following completed form.

WAIVER OF RIGHT TO APPEAL DISCIPLINARY ACTION

I wish to submit the attached grievance under Article 23A, Grievance Procedure and Article 23, Arbitrations of Disciplinary Action, appealing my demotion, suspension or discharge effective on _____and pursuant to Article 23, Section 4 of the Agreement between the Alliance and the Commonwealth of Massachusetts dated _____. I hereby waive any and all rights to appeal this disciplinary action to any other forum including the Civil Service Commission. I have not initiated any other appeal of this disciplinary action.

_____ _____
EMPLOYEE SIGNATURE DATE UNION REPRESENTATIVE SIGNATURE DATE

APPENDIX G-1

REQUEST FOR MEDICAL VERIFICATION FORM
AGENCY LETTERHEAD

Date:

Dear :

Pursuant to the provisions of Article 8 of the Agreement, it is requested that you submit satisfactory medical evidence for your recent time away from work on the following dates: _____. Medical verification is being requested because
_____
_____
_____
_____
_____
_____
_____.

Failure to produce such medical evidence by _____ may result in denial of sick leave compensation for the following dates:

_____.

In order to be considered satisfactory, the medical verification must include:

1. the date you were personally examined by your physician, physician assistant, nurse practitioner, chiropractor or dentist;

2. the nature of your illness or incapacity (confidential illness or injury requires completion of the confidential illness certification found on the back of this notice);

3. a statement that you were incapacitated from work due to illness or injury on the day(s) for which verification is requested;

4. the estimated date of your return to work; and

5. the original signature of the health care professional who examined you on his/her letterhead containing his/her address and telephone number.

Please be reminded that failure to submit this medical verification may result in denial of sick leave compensation. If you have any questions, please contact me.

Sincerely,

_____
Signature of Manager

cc: Personnel File

APPENDIX G-2

CONFIDENTIAL ILLNESS CERTIFICATION

I, _____, as the medical provider for_____ _____,have reviewed his/her position description (Form 30 or current job description) and certify that he/she was (circle one) unable / able to perform his/her duties on _____because he/she was incapacitated by personal illness or injury.

After reviewing the attached Form 30 or current job description, the above referenced employee was unable to perform (specify the duty or duties that the employee could not perform):

_____

_____

_____

_____

This employee was/is capable of returning to work commencing _____.

Medical Provider

Print Name: _____

Signature: _____

Address: _____

_____

Telephone #: _____

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.

   B. 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 Mental Retardation.

    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 D
covering
BARGAINING UNITS 8 and 10

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division/Office of Employee Relations, and the ALLIANCE, AFSCME-SEIU, AFL-CIO. This Memorandum of Understanding reflects a clarification of Articles 12 and 24A of the current Collective Bargaining Agreement concerning merit based pay for performance. It is agreed that:

1. All EPRS evaluations shall be based on a three tiered rating system of "Excels", "Meets" and "Below".

2. 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.

3. 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 "Excels", "Meets" or "Below" rating.

4. 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 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 the employee may file, through the Alliance 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 tripartite panel consisting of one person designated by the Alliance, one person designated by the Personnel Administrator and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis.

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

   B. Said appeal shall be filed within twenty-one (21) days with the Human Resources Division.

   C. Only employees receiving a rating of "Below" shall be able to appeal the rating.

   D. 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 Personnel Administrator, and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis.

E. 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.

F. 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.

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

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

8. Job duties and performance criteria shall be observable and measurable to the extent practicable and in writing on the EPRS form.

9. 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".

10. A. 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.

B. 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.

C. 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.

11. Once an employee receives a "Meets" or "Excels" 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 "Excels" rating. An employee's anniversary date for step purposes shall not be retarded upon receiving the "Meets" or "Excels" rating.

12. 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".

13. All performance merit ratings shall be based on the current EPRS system as found in Article 24A of the current Agreement and all payment of salary and/or

step increases shall be based on current language found in Article 12 relating to pay for performance.

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

15. 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".

SUPPLEMENTAL AGREEMENT M
covering
BARGAINING UNIT 8 EMPLOYEES
at the
DEPARTMENT OF REVENUE/CHILD SUPPORT ENFORCEMENT

Section 1 Caseload/Workload

In order to provide quality service in the delivery of Child Support Enforcement, an inventory of all cases be conducted by the workers within three (3) months of the signing of this Agreement.

In addition, a time and effort study will be initiated within six (6) months and completed as soon as possible following the signing of this Agreement. Upon completion of said study, negotiations for either caseload or workload shall commence immediately by a Joint Labor/Management Committee consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Department of Revenue. Said Committee shall meet at least twice a month or as often as decided by the Committee, and shall determine and implement the finding upon the approval of the principals representing the Employer and SEIU Local 509.

The Union and the Department recognize the evolving mandates of the program, which shall require a review of all current Unit 8 job duties, thereby creating a total pool of existing duties. In addition, the D.O.R. reserves the right to add and/or delete duties to/from the pool as a result of innovation, changes in state and federal law, regulations, procedures and technical progress. After the job duty pool is finalized, the D.O.R. shall then redistribute, by position title, the duties in accordance with existing or new Human resources Division job specifications. The Union will participate in the job reclassification process that affects Unit 8 employees. The Committee established in paragraph two (2) of this Section shall monitor such changes.

Section 2 Training

The Department and SEIU Local 509 agree that training is essential to the success of both its program and employees. The Department further agrees to provide adequate training including, but not limited to, on-the-job training for all newly-hired and newly-promoted employees. The Department shall conduct a survey of all Unit 8 employees, to determine employee training needs and desires, within three (3) months of signing of the Agreement. Training programs developed as the result of the survey shall be implemented as soon as possible. Such training may be conducted by a volunteer pool of D.O.R., C.S.E. Division, employees who have supervisory and/or field experience.

Section 3

The D.O.R. and SEIU Local 509 shall agree to guidelines governing the implementation of the promotional process. The D.O.R. 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 shall contain a point system as an objective means of utilizing the promotional criteria.

This document shall take the form of a Memorandum of Understanding signed by the parties, and shall exist separate and apart from the D.O.R. Supplemental Agreement.

SUPPLEMENTAL AGREEMENT N
covering
BARGAINING UNITS 8 AND 10 EMPLOYEES
at the
DEPARTMENT OF MENTAL HEALTH

The Department of Mental Health and the Union shall establish a Joint Labor Management Committee consisting of no less than three (3) of the Union's DMH Chapter representatives and three (3) representatives from the Department of Mental Health to discuss case assignment practices and to develop guidelines and criteria for case assignments for case carrying titles.

The Committee shall meet quarterly, or as needed. The Committee shall make recommendations to the Commissioner of Mental Health no later than July 1, 2002.

SUPPLEMENTAL AGREEMENT O
covering
BARGAINING UNITS 8 AND 10 EMPLOYEES
at the
DEPARTMENT OF MENTAL RETARDATION

The Department of Mental Retardation and the Union shall establish a Joint Labor/Management Committee consisting of up to five (5) representatives of each party. The Committee shall meet at least every two (2) months to discuss case assignment practices for case carrying titles that are brought to the Committee for review.

The Committee shall make written recommendations to the Commissioner of Mental Retardation concerning case assignment practices for the respective titles reviewed.

SUPPLEMENTAL AGREEMENT Q
covering
BARGAINING UNIT 8 EMPLOYEES
AT THE DEPARTMENT OF SOCIAL SERVICES

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.

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 Human Services.

The caseload standards for Department workers with specialist functions are that Assessment Workers and Investigators are assigned twelve (12) cases per month and ongoing workers are assigned eighteen (18) cases per month.

The caseload standard for workers involved in the screening process should be 18:1 as describe below:

The caseload/workload shall be seventy-five (75) screening events per month.

The Department and the Union acknowledge that screening is a distinct function, but need not be staffed as a specialized function. The Department agrees to allocate staff according to the above-referenced formula for the screening function. The Department agrees to seek funding through the Executive Office of Human Services to establish the following caseload goals as caseload standards. When and if such funding is approved, these goals will be converted to caseload standards. The Department and the Union agree that staffing is a fundamental resource needed to meet the Department's primary objectives. Lacking adequate resources, the Department agrees to set as goals certain casework functions. These goals are:

Allocate staff according to the following formula:

(a)	family resources	* 30:1 * (active foster homes)
(b)	duty worker/area	1/Area

The parties agree to begin to bargain, within ninety (90) days of the signing of the Agreement, the establishment of appropriate workload standards for technicians, assistant program development specialists, adoption workers, case reviewers, homeless workers, and program development specialists.

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. Ongoing workers will not be assigned more than three (3) assessments.

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. WEIGHTED WORKLOAD STANDARDS

The following points have been assigned to each listed function in order to establish a weighted workload standard:

Assessments in Process	-	1.5 points
Investigations Completed	-	1.5 points
Ongoing Cases	-	1 point

Assessments not completed within forty-five (45) working days from the date of assignment shall revert to ongoing cases at one (1) point.

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
- Utilization of Area Office contracted resources

FIELD SUPPORT RELIEF COMPONENTS

- Reassignment of excess cases to Field Support back-up units, if so established.
- Reassignment of vacant positions within a Territory
- Utilization of Field Support contracted resources to manage excess workload until an office has capacity to do so
- Reassignment of excess cases to other Area Offices within a Territory
- Reassignment of staff to offices with excess cases

CENTRAL OFFICE RELIEF COMPONENTS

- Reassignment of State positions from other Territories to the affected Area Offices

- Creation and deployment of Federal Temporary positions provided funds are available, to manage excess workloads.

- Utilization of Statewide contracted resources to manage excess workload until an office has capacity to do so

- 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 ASSIST workload report which identifies any worker(s) whose weighted workload for the reporting month exceeds a ratio of 20:1. If a monthly ASSIST workload report identifies a worker(s) with a 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 five (5) working days of implementation, the Department agrees to reassign State positions from other Territories and to utilize Statewide contracted resources, within ten (10) 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 WORKER RATIOS

The Agency staffing ratio of Supervisors to workers shall be 1: 5. An additional Supervisor shall be assigned to an Area Office when there are three (3) workers in excess of the supervisory staffing ratio.

VI. CASE ASSIGNMENTS TO NEW WORKERS

Except in extenuating circumstances, the maximum number of cases that a new worker to the Department shall carry at any given time shall be gradually increased over a three (3) month period in the following manner:

- One-third (1/3) of the total maximum cases at the completion of first month
- Two-thirds (2/3) of the total maximum cases at the completion of second month
- 100% of the total maximum cases at the completion of third month.

Except in extenuating circumstances, new 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, homefinders, adoption workers, assistant program development specialists, program development specialists, non-volunteering casework supervisors and technicians shall not be assigned ongoing cases, investigations or assessments.

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. STATE VEHICLES

The Department agrees to actively seek a Departmental fleet of State vehicles to be deployed on a Central, Field Support and Area level. The Department further agrees to report to the Statewide Labor/Management Committee, within sixty (60) days from the signing date of this Agreement, the status of the efforts to secure and/or deploy said vehicles. The Department agrees to seek to obtain gas and toll cards for each vehicle.

XII. 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 worker's abilities to meet their case responsibilities.

The Department further agrees to continue the Labor Management Casework/Paperwork Reduction Committee to discuss the reduction or elimination of social workers responsibility for tasks such as (but not limited to):

- ASSIST forms
- Transportation of clients
- Filing
- Medicaid card issuance

- Medical passport and related documentation

- Non-placement case reviews.

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. However, in recognition of the advance time necessary to modify the Department's ASSIST system the parties agree that the ASSIST related provisions of this Agreement will be implemented no later than ninety (90) calendar days from the signing of this Agreement.

The Department agrees to establish with the Union a sub-committee to assess the workload impact of bilingual/bicultural cases, and develop ways to reduce the workload impact (such as weighing them as more difficult).

XIII. TRANSCRIPTION EQUIPMENT

The Department agrees to make a good faith effort to provide state-of-the-art transcription equipment for all social workers who wish to use it.

XIV. TRAINING AND PROFESSIONAL DEVELOPMENT

In recognition of the importance of ongoing education in providing effective services to clients, 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 for educational experiences through the Social Work Training Institute, the Foster Training Institute, and/or other external workshops, conferences, courses.

XV. 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 DSS 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. The parties agree to meet no later than six (6) months following the implementation of this Agreement to review the subject of Step II meetings in light of their experience. The parties shall by mutual agreement establish a provision of meetings which shall remain in effect for the balance of this Agreement.

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 a meeting was not held and the 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 of work. The caseload system embodies the principle of continuity of services provided by a Transitional Assistance Social Worker (TASW) to a designated group of clients. In the event at a TASW is unavailable to perform work on assigned cases, or for other legitimate reasons, those cases or specific tasks on such cases may be temporarily assigned, consistent with current practice, to other TASW(s). This assignment shall not unreasonably burden the TASW(s) working on these cases.

[3] 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 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.

[4] The Department and the Union agree that in contemplating or reviewing the reasonableness of disciplinary action based on unsatisfactory 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 as well as any special projects or other time sensitive work assignments or responsibilities. In any event, no discipline shall be imposed without just cause.

[5] In the event that SEIU Local 509 believes that an employee has been disciplined for failure to meet work expectations - including formal warnings (s) - 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. This request shall be granted and the hearing shall be held within thirty (30) calendar days of the request and the decision shall be issued within two (2) weeks of the close of the hearing.

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 THE
DEPARTMENT OF MEDICAL ASSISTANCE

1. The Division shall assign work to employees represented by SEIU, Local 509 based upon the operational needs of the Division.

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 DMA 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 DMA 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 Assistant Commissioner 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 the Division. 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 Commissioner of DMA. 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 the Division 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. DMA 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 DMA so requests, the Special Labor Management Committee shall be chaired by a neutral facilitator, who shall be selected by the parties, or, barring such agreement, designated by the Board of Conciliation and Arbitration. Any costs associated with the neutral facilitator shall be equally shared by the DMA and the Union. If the DMA and the Union cannot agree, the neutral facilitator 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 DMA offices that employ Bargaining Unit ~~2 and~~ 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, Multihandicapped, Medical Assistance, Client Assistance and Elder Services, and their supervisors.

SECTION I

COUNSELOR WITH THE BLIND I, II, III.

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, and Multihandicapped.

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
Mobility	30
Vocational Rehabilitation	60
Social Rehabilitation	70
Rehabilitation Teaching	70
Children	90
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 to recommend a caseload/workload standard for Medical Assistance Workers, Client Assistance Workers and Elder Services Workers. The Committee shall submit its recommendations to HRD within three [3] months of the signing of this agreement.

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. The monthly master list of cases shall be compiled by supervisors.

3. 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.

4. 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.

5. 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

COUNSELOR WITH THE BLIND IV.

A. The agency staffing ratio of supervisors to workers shall be one [1] to five [5].

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 1997-1999 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.

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 monthly to examine the feasibility of caseload/workload based staffing formulas or some other acceptable method of determining staffing needs for case carrying social workers within the agency.

The composition of the Committee shall be as follows:

Two	[2]	Case Carrying Social Workers
One	[1]	Chapter President
One	[1]	Staff Representative, Local 509
Two	[2]	or more Management Representatives.

SUPPLEMENTAL AGREEMENT T
covering
BARGAINING UNITS 8 AND 10 EMPLOYEES
at the
DEPARTMENT OF CORRECTION

I. 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 Corrections Counselor, 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 Supplemental Agreement 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.

II. 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.

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.

4. 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
OFFICE FOR CHILD CARE SERVICES

The Office of Child Care Services (OCCS) 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 Office of Child Care Services 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.

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.

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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 Mental Retardation 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 the
ALLIANCE, AFSCME-SEIU LOCAL 509

Concerning the Chapter of Public Safety and the Department of Correction

The parties agree to the following:

Section 1 In-Service Training Pay

The Commonwealth and the Union agree to delete this provision.

Section 2 Hazardous Duty Pay

The Commonwealth and the Union agree to delete this provision.

Section 3

In consideration of the above, the salary chart in Appendix A-3 of the parties' 2001 – 2004 Agreement shall become the salary rates upon which base salary rates in Article 12, Section 1 shall be calculated for Correctional Program Officers within the Department of Correction.

Section 4 Clothing Allowance

The Commonwealth shall provide three (3) uniforms to Correctional Program Officers within the Department of Correction. The Department of Correction 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 seven hundred and fifty dollars ($750.00) 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.

All Correctional Program Officers are expected to keep their attire in a neat, clean and professional manner at all times while representing the Department of Correction.

Section 5 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.

Years of Service	Bi-Weekly Payment
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.