

DRAFT

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**COMMONWEALTH OF MASSACHUSETTS**  
**AND THE**  
**MASSACHUSETTS ORGANIZATION OF**  
**STATE ENGINEERS AND SCIENTISTS**

**July 1, 2017– June 30, 2020**

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*\*In previous MOSES Collective Bargaining Agreements Article 30, Duration, had been Article 29 or Article 31.*

## **PREAMBLE**

This collective bargaining agreement entered into 6<sup>th</sup> day of June 2018 by the Commonwealth of Massachusetts, acting through the Secretary for Administration and his/her Human Resource Division, hereinafter referred to as the Employer, or the Commonwealth; and by the Massachusetts Organization of State Engineers and Scientists, hereinafter referred to as MOSES, has as its purpose the promotion of harmonious relations between MOSES and the Employer.

## **ARTICLE 1 RECOGNITION**

### **Section 1.1**

The Commonwealth recognizes MOSES as the exclusive collective bargaining representative of employees of the Commonwealth in job titles in Unit 9 as certified by the Labor Relations Commission in its Certification of Representation dated July 14, 1977 (Case No. SCR-2099).

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

### **Section 1.2**

As used in this contract the term "employee" or "employees" shall

- A.** include full-time and regular part-time persons employed by the Commonwealth in job titles in the bargaining unit included in Section 1.1 above, including federally funded employees and seasonal employees whose employment is for a period of ninety consecutive days or more.
- B.** exclusion:
  - (1) all managerial and confidential employees;
  - (2) all employees employed in short term jobs established by special federal or state programs such as summer jobs for underprivileged youths; and
  - (3) all intermittent employees.
- C.** 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 more, or an employee who normally works a full workweek and has been employed for twelve consecutive months or more.
- D.** A regular part-time employee is defined as an employee who is expected to work fifty percent or more of the hours in a work year of a regular full-time employee in the same title.
- E.** An intermittent employee is defined as an employee who is neither a full-time nor a regular part-time employee whose position has been designated as an intermittent position by his/her appointing authority in accordance with existing written procedures of the Chief Human Resources Officer or those procedures as hereafter amended.

**ARTICLE 2  
RULES AND REGULATIONS**

Except as incorporated by reference within this agreement, 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  
MOSES SECURITY  
Dues/Agency Fee Check Off**

**Section 3.1**

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

**Section 3.2**

An employee may consent in writing to the authorization of the deduction of dues from his/her wages and to the designation of MOSES 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 MOSES dues check-off authorization by giving at least sixty days' notice in writing to his/her department head, and by filing a copy thereof with the Treasurer of MOSES.

The parties agree to meet and discuss establishing an electronic authorization for the designation of MOSES membership and dues deductions.

**Section 3.3**

An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of MOSES 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 days' notice in writing to his/her department head, and by filing a copy thereof with the Treasurer of MOSES.

The parties agree to meet and discuss establishing an electronic authorization for agency fee deductions.

### **Section 3.4**

The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with Departmental policy as of July 1, 1976 to the Treasurer of MOSES together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the Treasurer of MOSES has given to MOSES 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.

## **ARTICLE 4 AGENCY FEE**

### **Section 4.1**

Employees electing to pay an agency service fee shall receive a year-end rebate from MOSES. Said rebate shall consist of the percentage of the agency service fee paid which is equal to the percentage of total annual revenue expended 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 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 and available only to the members of the employee organization.

MOSES will pay for an independent audit which will include verification of the aforementioned expenses on an annual basis. If an employee challenges the computation of the rebate, MOSES agrees to submit the issue to an arbitrator chosen through the American Arbitration Association's mutual selection process.

### **Section 4.2**

This Article shall not become operative as to employees in any statewide bargaining unit certified to MOSES 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 4.3**

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

### **Section 4.4**

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

### **Section 4.5**

Neither the Commonwealth nor MOSES shall discriminate against an employee on the basis of membership, non-membership or agency service fee status in the employee organization or its affiliates.

Employees electing to pay an agency service fee will be provided with the same representation as MOSES members under the Unit 9 Collective Bargaining Agreement. Accordingly, MOSES may not refuse to process a grievance based on an employee's non-membership in MOSES. Non-members are also eligible for the same coverage as MOSES members under the Health and Welfare Trust Fund outlined in Article 13A.

## **ARTICLE 5 MOSES BUSINESS**

### **Section 5.1**      **MOSES Representation**

MOSES staff representatives shall be permitted to have access to the premises of the Employer for the performance of official MOSES business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. MOSES will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

### **Section 5.2**      **MOSES Stewards**

MOSES stewards or officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied.

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 at any one time.

### **Section 5.3**            **Paid MOSES Leave of Absence**

Leaves of absence without loss of wages, benefits, or other privileges to attend meetings, conventions, and executive board meetings of the local, city, state, regional, and parent organizations may be granted to MOSES officers, stewards, and elected delegates of MOSES.

Paid Executive Board meetings shall be limited to 10 days per year for 34 MOSES officers.

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

Time off without loss of wages, benefits, or other privileges may be granted to representatives and officers of MOSES to attend joint MOSES/Management meetings.

All leave granted under this section shall require prior approval of the Human Resources Division.

### **Section 5.4**            **Unpaid MOSES Leave of Absence**

Upon request by MOSES, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of MOSES. 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 MOSES. Advance approval of HRD is required for all such leaves of absence or the extension thereof. Employees on such leave shall not accrue nor utilize paid leave during the leave of absence. Approved requests will be granted by the department/agency head up to a maximum of three persons for Unit 9 provided no adverse effect on the operations of the department/agency results.

### **Section 5.5**            **Attendance of Hearings**

Except as provided in the MOU "regarding MOSES leave" representatives and officers of MOSES may be granted leave of absence without pay to attend hearings before the Legislature and State agencies concerning matters of importance to MOSES. Such leave will require prior approval of HRD. MOSES will make every reasonable effort to notify HRD three (3) days in advance of such hearings.

### **Section 5.6**            **MOSES Use of Premises**

MOSES shall be permitted to use those facilities of the Employer for the transaction of MOSES 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 MOSES meetings subject to appropriate compensation if required by law.

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

**Section 5.7**            **Bulletin Boards**

MOSES may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on MOSES stationery, signed by an official of MOSES, and shall only be used to notify employees of matters pertaining to MOSES 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 5.8**            **Employer Provision of Information**

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

**A.** Concurrent with the issuance of paychecks to workers in Unit 9, a complete list of all employees for whom dues or agency fee have been deducted (Known as report NO: PAYR03A "OER Payers Report"), sorted as follows:

1. State agency/department
2. Alphabetical list by last name/first name.

It shall contain the following information:

- (1) Full name
- (2) Social security number (if approved by Attorney General)
- (3) Division number
- (4) Dues/agency fee status
- (5) Job title
- (6) Agency number
- (7) Bargaining unit
- (8) Scheduled hours
- (9) Deduction amount authorized
- (10) Total paid

**B.** On a monthly basis a complete list of all employees who are in Unit 9 job titles sorted as follows:

1. State agency/department
2. Agency number
3. Division number
4. Alphabetical by last name/first name.

It shall contain the following information:

- (1) Full name
- (2) Social security number (If approved by Attorney General)
- (3) Division number
- (4) Employee address
- (5) Job title
- (6) Agency number
- (7) Bargaining unit
- (8) Scheduled hours
- (9) Entry date for latest change in information pertaining to individual
- (10) Code for latest change in information (entry to agency, division change, employee address change, job title change, bargaining unit change, scheduled hours change).

**C.** On a monthly basis a complete list of all terminated employees sorted as follows:

1. State agency/department
2. Agency number
3. Division number
4. Alphabetical by last name/first name.

It shall contain the following information:

- (1) Full name
- (2) Social security number (If approved by Attorney General)
- (3) Division number
- (4) Dues/agency fee status
- (5) Job title
- (6) Agency number
- (7) Bargaining unit
- (8) Scheduled hours
- (9) Deduction amount authorized
- (10) Total paid
- (11) Date terminated
- (12) Reason for termination (i.e. retired, died, quit, laid off, transferred) provided with the understanding individuals listed as terminated may have transferred to another agency.

**D.** On a monthly basis a complete list of all added employees sorted as follows:

1. State agency/department
2. Agency number
3. Division number
4. Alphabetical by last name/first name.

It shall contain the following information:

- (1) Full name
- (2) Social security number (If approved by Attorney General)
- (3) Division number
- (4) Dues/agency fee status
- (5) Job title
- (6) Agency number
- (7) Bargaining unit
- (8) Scheduled hours
- (9) Deduction amount authorized
- (10) Date added on
- (11) Reason for addition (i.e. new hire, transfer, recall, promotion into Unit, reallocation).

**E.** On request by MOSES, the Employer shall provide complete lists of codes used for job title, termination, agency, division and other codes along with the definitions for those codes. Wherever applicable this shall include correct address and telephone numbers.

**F.** On request by MOSES, the Employer shall provide a current and complete list of employees in each department/agency by title, listed within each title in order of date of employment.

**G.** On request by MOSES, the Employer shall provide a current and complete list of employees in each department/agency by title, listed in each title by Civil Service status, (permanent, temporary after certification, provisional), and in order of Civil Service seniority. Permanent status in another title will be given where applicable.

**H.** The Employer will provide MOSES the information, as required by this Section, in hard copy format. At the request of MOSES, the employer will attempt to provide this information in a magnetic format.

**I.** Any reference to the provision of an employee's social security number shall be dependent on the Attorney General determining that it is legal.

**J.** The Human Resources Division will provide MOSES with weekly notice of accepted offers of employment into the bargaining unit, including new hires, rehires and transfers. The information will include the following: agency name, candidate name, personal e-mail address, location of employment, official title, functional title, bargaining unit, actual start date of employment, offer acceptance date and days since offer has been accepted. MOSES will provide the Human Resources Division a designated e-mail address to which said information will be sent.

## **Section 5.9            Orientation**

Within the first thirty (30) days of employment or entering the bargaining unit from a non-bargaining unit position, the Department/Agency will allow up to one (1) hour for a

MOSES representative to discuss MOSES with the employee(s) without the presence of non-bargaining unit employees.

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

### **Section 6.1**

The Employer and MOSES agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, sex, sexual orientation, age, ethnicity, mental or physical disability, gender identity, gender expression, military or veteran status.

### **Section 6.2**

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

### **Section 6.3**

The Statewide MOSES/Management Committee established pursuant to Article 26 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. 227 dated February 25, 1983 or as subsequently amended.

### **Section 6.4**

The Employer and MOSES 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 or rejection of such advances, requests or behavior is made, either explicitly or implicitly, a term or condition of employment or the basis for an employment decision; or

**B.** Such behavior has the purpose or effect of unreasonably interfering with work performance; or

C. Such behavior has the purpose or effect of creating an intimidating, hostile, humiliating or sexually offensive working environment.

### **Section 6.5**

A grievance alleging a violation of Section 6.4 of this article shall be filed initially at Step 2 of the grievance procedure. Such action must be brought within 21 days from the alleged act or occurrence. However, an employee who has filed a complaint alleging sexual harassment under the Commonwealth's Statewide Sexual Harassment Policy may not file a grievance regarding those same allegations under this section.

### **Section 6.6**

There shall be no discrimination by the Employer or its Agent against any employee because of his/her activity or membership in MOSES.

### **Section 6.7**

The Employer shall not interfere with MOSES' legal rights to self-operation, nor shall any officer or representative of MOSES be prevented from serving in his/her capacity under the law.

## **ARTICLE 6A MUTUAL RESPECT**

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

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

**Section 7.1**            **Scheduled Hours, Workweek, Workday**

**A.**     Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half hours per week excluding meal periods or forty 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 MOSES stewards.

**C.**     When the Employer desires to change the work schedule of an employee he shall give the affected employee at least ten days' written notice of such contemplated change, except in cases of emergency involving the protection of the property of the Commonwealth or involving the health and safety of those persons whose care and/or custody have been entrusted to the Commonwealth. However, a declaration of emergency shall not be used for the purpose of avoiding the payment of overtime.

**D.**     To the extent practicable, the normal workweek shall consist of five 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 consecutive days off in each seven-day period. This subsection should not apply to employees in authorized flexible hours programs.

**E.**     The parties acknowledge the benefit of establishing alternative work schedules, including but not limited to flexible hours, staggered hours, part-time and job sharing where such programs contribute to the efficient delivery of state services. The MOSES/Management Committee established pursuant to Article 26 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, MOSES 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 MOSES and the Human Resources Division for approval.\*

\* See Program Guidelines for Alternative Work Options (AWO) in Appendix E

**Section 7.2**            **Overtime**

**A.**     Overtime shall be voluntary except in an emergency. Prior to implementing mandatory overtime, a reasonable effort will be made to solicit volunteers. There shall be no



discrimination or discipline taken against any employee who declines to work overtime in a non-emergency situation.

**B.** An employee shall be compensated at the rate of time and one half his/her regular rate of pay for authorized overtime work performed in excess of forty hours per week. A part-time employee 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 (8.0) hours in his/her regular workday except that a part-time employee whose regular workday is more than eight (8.0) hours 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 his/her regular workday.

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

**D.** The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the appointing authority and by the Chief Human Resources Officer.

Where operations such as hazardous waste spill cleanup, medical emergency, safety control, bituminous concrete placement, cement concrete placement, steel erection or other critical operations that require continuous monitoring requiring an employee to work through his/her lunch period, he/she shall be granted compensatory time at the rate of one and one-half his/her regular hourly rate of pay for the lunch period work.

**E.** With the exception of paid sick leave, all time for which an employee is on full pay status shall be considered time worked for the purpose of calculating overtime compensation. However, paid sick leave used by an employee during the same work week in which he/she is required to work overtime because of an emergency shall be considered time worked for the purpose of calculating overtime compensation for that work week, provided that nothing herein shall interfere with the Employer's right to request satisfactory medical evidence under the terms of Article 8, Section 8.1(K).

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

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

**H.** Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek to meet the operational needs of each department/agency at each work

location. Department heads and MOSES representatives at each location shall work out procedures for implementing this policy of distributing overtime work.

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

J. 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 one-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 one hundred and twenty hours and may be used in one half-hour increments. An appointing authority shall permit the use of compensatory time at the employee's request, provided the use of compensatory time does not unduly disrupt the operation of a department or agency. Upon termination an employee shall be paid for all unused compensatory time at the final regular rate of pay.

### **Section 7.3**            **Regular Meal Periods**

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

### **Section 7.4**            **Rest Periods**

Employees may be granted a rest period of up to fifteen minutes per workday, except that employees who have received more frequent rest periods as a matter of past contract or practice shall continue during the term of this contract to enjoy the same rest period benefits so received in the past.

### **Section 7.5**            **Call Back Pay**

An employee who has left his/her place of employment after having completed work on his/her regular shift and is called back to a work place prior to the commencement of his/her next scheduled shift shall receive a minimum of four 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. For the purpose of this section, overtime shall be paid in accordance with the provisions of Section 7.2.B above.

An employee who is called back to work as outlined above but is not called back to a workplace shall receive a minimum of two hours pay at his/her regular overtime rate. For the purpose of this Section, a "workplace" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment. For the purpose of this section, overtime shall be paid in accordance with the provisions of Section 7.2.B above.

### **Section 7.6**            **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 of \$25.00 for such period.

**B.** The stand-by period shall be fifteen hours in duration for any night stand-by duty, including Saturdays, Sundays, and holidays, and shall be nine hours in duration for any daytime stand-by duty including Saturday, Sunday or holiday.

**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 a department head require coverage of a work location on a 24-hour basis, such department head will establish a list of employees to be available for duty. The least senior employee in the work location shall be first on the list. Having once been put on stand-by duty, the next junior employee will be placed on stand-by duty, etc. With the approval of the department, employees may substitute for one another under this Section.

**E.** Stand-by duty shall be voluntary except in the case of an emergency. There shall be no discrimination or discipline taken against any employee who declines stand-by in a non-emergency situation. Should no volunteer be available, and the department head determines that an emergency exists, the department head will assign an employee to such stand-by duty.

**F.** When the practice has been for the Employer to provide the employees on stand-by with a beeper, this practice shall continue.

### **Section 7.7            Shift Differential**

**A.** Employees rendering service on a regular basis whose regular workday is on a second or third shift as defined in Paragraph C shall receive a shift differential at a rate of \$1.60 per hour.

**B.** The above shift differential shall be paid in addition to regular salary for employees when their entire workday is on a second or third shift or when the employee works any portion of a second or third shift replacing a worker who normally works such second or third shift. The overtime rate for employees who are entitled to a shift differential shall be computed based on the following method: the regular hourly salary rate plus the hourly shift differential times one and one-half equals the overtime rate.

**C.** For the purposes 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.

**ARTICLE 8  
LEAVE**

**Section 8.1      Sick Leave**

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

Scheduled Hours	Sick Leave Hours Accrued
75 Hours bi-weekly	4.326975 Hours
80 Hours bi-weekly	4.615440 Hours

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

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

**C.** 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 or she is incapacitated by personal illness or injury;
2. An employee may use up to a maximum of sixty (60) days per calendar year for the purposes of:
  - a. caring for the spouse, child, or parent of either the employee or his/her spouse or a relative living in the immediate household who is seriously ill; or,
  - b. family leave due to the birth, adoption or placement of a child, to be concluded within twelve (12) months of the date of the birth, adoption or placement. 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, adoption or placement claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in section 8.7.A.7. Of the sixty (60) days per calendar year provided herein, an employee may use a maximum of ten (10) days per calendar year to attend to necessary preparations and legal requirements related to the employee's adoption of a child.
3. An employee shall be entitled to use up to ten (10) days of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DCF children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. HRD may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee

may use the one-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.

4. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; and
5. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

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

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

**F.** Sick leave must be charged against unused sick leave credits in units of fifteen minutes, but in no event may the sick leave credits used be less than the actual time off.

**G.** Any employee having no sick leave credits, who is absent due to illness, will be placed on available leave which includes vacation leave, personal leave and/or compensatory time and notified of such. If within two weeks after notification, the employee requests a reversal of the appointing authority's decision, such request shall be granted. Such leave shall be charged on the same basis as provided in subsection (F). If no leave time is available the employee will be placed on leave without pay and notified of such.

**H.** An employee who is reinstated or reemployed after an absence of less than three 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 years or more shall receive prior sick leave credits, if approved by the Chief Human Resources Officer, where such absence was caused by:

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

**I.** A regular part-time employee shall not accrue full sick leave credit for any bi-weekly pay period in which he/she was on leave without pay or absent without pay. Instead

the employee shall earn sick leave credits based on the hours paid within the bi-weekly pay period.

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

**K.** Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require satisfactory medical evidence from the employee. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Appointing Authority believes s/he is abusing sick leave and that s/he 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 certify that the employee is/was unable to perform his or her duties because he or she was incapacitated by personal illness or injury (specific diagnosis not required) and will identify duties the employee is/was unable to perform due to the illness or injury on the days in question; and a 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 be on the letterhead of the attending physician or medical provider as mentioned above and shall list an address and telephone number. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

**L.** In extraordinary circumstances, where the Appointing Authority, or the designated person in charge if the Appointing Authority is unavailable, has sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, the Appointing Authority or the designated person in charge may authorize the removal of such employee from the workplace. It is understood that the employee might not recognize or acknowledge such unfitness.

The employee shall be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his/her own choice, in which case such verification and cost shall be the

responsibility of the employee. However, the Appointing Authority shall reserve the right to obtain a second opinion from a Commonwealth designated physician to determine fitness for work. Such cost shall be borne by the Appointing Authority.

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

**N.** An employee whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. An employee who retires shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. Upon the death of an employee who dies while in the employ of the Commonwealth, twenty percent (20%) of the value of the unused sick leave which the employee had personally earned and accrued as of the time of death shall be paid in the following order of precedence, as authorized by the Chief Human Resources Officer upon request of the Appointing Authority of the deceased employee: first, to the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system; and second, if there be no such designated beneficiary, to the estate of the deceased. It is understood that any such payment will not change the employee's pension benefit.

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

**P.** An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody, and who as a result of such injury would be entitled to benefits under 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 calendar days' duration.

**Q.** When an employee requests FMLA leave, or when the Employer acquires knowledge that an employee's leave may be for an FMLA qualifying reason, the Employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. Employees who are believed by the Employer to have a serious medical condition qualifying for FMLA leave will obtain from their Healthcare Provider a completed "Certification of Healthcare Provider for Employee's Serious Health Condition" form (D-1). The employee will return this form within 15 days of receipt absent extenuating circumstances. In the event of an unanticipated illness, an employee who returns to work within eight (8) working days of the beginning of their absence will not be required to return form D-1 to his/her employer.

**Section 8.2**            **Paid Personal Leave**

During the first full pay period in each January, full-time employees on the payroll as of September 1, 2011 will be credited with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	37.500 hours
40.0 hours per week	40.000 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 on the payroll prior to September 1, 2011 who are promoted into the bargaining unit after the first full pay period in January of each year who have not been credited with personal leave during said year will be credited with personal leave days in accordance with the following schedule:

<u>Date of Promotion into Unit</u>	<u>Scheduled Hours per Week</u>	<u>Personal Leave Hours Credited</u>
January 1 – March 31	37.5	37.5 Hours
	40.0	40.0 Hours
April 1 – June 30	37.5	25.0 Hours
	40.0	26.67 Hours
July 1 – September 30	37.5	12.5 Hours
	40.0	13.33 Hours
October 1 – December 31	37.5	0.0 Hours
	40.0	0.0 Hours

During the first full pay period in each January, full-time employees hired after September 1, 2011 will be credited with paid personal leave credits at the following rate:

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

Full-time employees on the payroll after September 1, 2011, and who are promoted into the bargaining unit after January 1 of each year, and who have not been credited with personal leave during said year, will be credited with personal leave days in accordance with the following schedule:



<u>Date of Hire into Unit</u>	<u>Scheduled Hours per Week</u>	<u>Personal Leave Hours Credited</u>
January 1 – March 31	37.5	22.5 Hours
	40.0	24.0 Hours
April 1 – June 30	37.5	15.0 Hours
	40.0	16.0 Hours
July 1 – September 30	37.5	7.5 Hours
	40.0	8.0 Hours
October 1 – December 31	37.5	0.0 Hours
	40.0	0.0 Hours

Any paid personal leave not taken by the last Saturday prior to the first full pay period in January will be forfeited by the employee to the Mutual Aid Reserve Fund (MARF). Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be used in fifteen (15) minute increments and may be used in conjunction with vacation leave.

An employee who cannot utilize his/her personal leave in the months of November and December, due to the operational needs of the Department/Agency shall be permitted to carry-over one day of personal leave credit not utilized, to the next calendar year.

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

**Section 8.3**            **Bereavement Leave**

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

**B.**     Upon evidence satisfactory to the Appointing Authority of the death of a foster child, step-child not living in the household, parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, parent or child of spouse, or person living in household, an employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

**C.**     Upon evidence satisfactory to the Appointing Authority, an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the employee’s brother-in-law/sister-in-law, or the grandparent or grandchild of the employee’s spouse.

**D.** In the event of a burial and/or memorial service outside of the thirty (30) or ninety (90) days, an employee may use their allotted bereavement leave in conjunction with said service, subject to the approval of the Appointing Authority/designee.

#### **Section 8.4            Voting Leave**

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

#### **Section 8.5            Civic Duty Leave**

**A.** Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of 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 paid for travel, meals, rooms, etc.

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

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

## **Section 8.6**      **Military Leave**

**A.** An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C. 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 C. 33 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 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 first, nineteen hundred and forty, 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 years from the termination of said military or naval service by him/her.

## **Section 8.7**      **Family and Medical Leave**

### **A.**      **Family Leave**

1. An Appointing Authority shall grant to a full time or part time employee who has completed her/his probationary period, or if there is no such probationary period, has been employed for at least three consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within twelve (12) months following the birth or placement. The ability to take leave ceases when there is no longer a need for leave in conjunction with the foster placement. Regardless whether an employee has completed their probationary period, an employee shall be entitled to benefits as provided by the Massachusetts Parental Leave Act, M.G.L. c. 149, §105D, and other applicable laws.

2. New employees, who have completed six (6) full months of employment but remain within their probationary period, may request the Appointing Authority to waive their remaining wait time for FMLA. Such request shall include submission of satisfactory medical evidence that demonstrates either (a) an existing catastrophic illness; or (b) a problematic pregnancy that prevents the employee from being able to perform the functions

of the position. Any leave granted under this waiver will be charged against the employee's FMLA leave as described in this section. The remaining rights and obligations under Section 8 shall apply.

3. At least two (2) weeks 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 two (2) weeks' 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.

4. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation credits at the commencement of her/his family leave, the employee may use such leave credits for which s/he 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 temporarily backfill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure.

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

6. 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 provisions 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 s/he was eligible at the time of his/her leave.

7. 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 incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave.

8. During family leave taken in conjunction with the birth, adoption, or placement of a child, the employee shall receive his/her salary for ten (10) days of said leave, at a time requested by the employee. The ten days of paid family leave granted under this Section may be used on an intermittent basis over the twelve months following the birth, adoption, or placement, except that this leave may not be charged in increments of less than one (1) day. For cases of foster placement, once the placement and/or responsibilities in conjunction with the placement have ended, the paid days end. In addition, if the employee has accrued sick leave, vacation leave, or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. The ten (10) days of paid leave granted under this Section shall be prorated for regular part-time employees.

## **B. Medical Leave**

1. An Appointing Authority shall grant to any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child, or parent who has a serious health condition, or for a serious health condition which prevents the employee from being able to perform the functions of her/his position. For this leave, under the Family and Medical Leave Act, 29 U.S.C. 26111 et seq., and accompanying regulations, 29 C.F.R. Part 825, the employer will request medical certification at the time the employee gives notice of the need for the leave or within five (5) business days thereafter, or in the case of the unforeseen leave, within five business days after the leave commences. In the event of an unanticipated illness, an employee who returns to work within eight (8) working days of the beginning of his/her absence will not be required to return form D-1 to his/her employer.

2. New employees, who have completed six (6) full months of employment but remain within their probationary period, may request the Appointing Authority to waive their remaining wait time for FMLA. Such request shall include submission of satisfactory medical evidence that demonstrates either (a) an existing catastrophic illness; or (b) a problematic pregnancy that prevents the employee from being able to perform the functions of the position. Any leave granted under this waiver will be charged against the employee's FMLA leave as described in this section. The remaining rights and obligations under Section 8 shall apply.

3. Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, the Appointing Authority shall grant the employee, on a one-time basis, up to an additional twenty-six (26) weeks of non-intermittent FMLA leave.

4. At least two (2) weeks 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 two (2) weeks' 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. An employee requesting a medical leave shall complete the Department's FMLA form and submit it to the Appointing Authority. Under FMLA law, the Appointing Authority may obtain a second opinion at its own expense. In the event there is a conflict between the second opinion and the original medical opinion, the Appointing Authority and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the Appointing Authority and the employee, at the Appointing Authority's expense.

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

Employees who provide satisfactory medical documentation to support an intermittent FMLA may utilize up to sixty (60) days of their FMLA allotment provided for in Section 8.7 (B) (1) for intermittent absences.

Where intermittent or a modified work schedule is 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.

Such modified work schedules may include full-time continuous leave, a change in job responsibilities, an alternative work option or a continuation of the intermittent leave beyond the sixty (60) days if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed within the previous 52 week period.

At the expiration of the intermittent leave, modified work schedule, or job assignment that was agreed upon, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of his/her leave.

In the event that no alternative is agreed upon and if the employer believes that operations are being unduly disrupted, the employer will give written notice to MOSES and employee of the intent to terminate the intermittent leave. In such an event, no employee who then requests full time continuous leave and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying condition. Such leaves will include the remainder of the 26 weeks of available FMLA leave. Article 8.7 B 2 catastrophic leave must be separately requested and supported by satisfactory medical evidence.

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

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

The parties shall meet upon execution if the agreement to establish the review/arbitration process noted above.

6. 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 s/he may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.

7. 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.

8. 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.

9. 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 employees leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.

## **Section 8.8**            **Non-FMLA Family Leave**

**A.** Upon written application to the Appointing Authority, including a statement of any reasons, any employee who has completed his/her probationary period, or if there is no probationary period who has been employed at least three (3) consecutive months who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted non-FMLA family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The Appointing Authority may, in his/her discretion, assign an employee to temporarily backfill 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 natural, adoptive, foster, stepchild, or child under the legal guardianship of the employee.

**B.** Ten (10) days of non-FMLA family leave may be taken in not less than one half 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 s/he 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 weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

## **Section 8.9**            **Authorized Leave of Absence Without Pay**

**A.**     The department/agency head, or his/her designee, may grant an employee a leave of absence or an extension of a leave of absence upon written request filed by the employee. The written request shall include a detailed statement of the reason for the requested leave. A copy of the approved written request shall be placed in the employee's personnel file.

**B.**     No leave of absence for a period longer than three (3) months shall be granted pursuant to this section without the prior approval of the Appointing Authority.

**C.**     If an employee shall fail to return to his/her position at or before completion of the period for which a leave of absence has been granted, the Appointing Authority shall, within fourteen (14) days after the completion of such period, give the employee notice that his/her employment is considered to be terminated.

## **Section 8.10**            **Education Leave**

Employees may be granted a paid leave of absence in accordance with the policies of the Employer for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

## **Section 8.11**

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" in respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half or eight hour workday shall mean seven and one-half or eight 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 or forty hours, whichever is appropriate.

## **Section 8.12**            **Domestic Violence/Sexual Assault or Stalking Leave**

An employee may use up to a maximum of fifteen (15) paid days per calendar year for the purpose of arranging for the care of him/herself, his/her spouse or his/her child(ren) and parent(s) or for attending to necessary legal proceedings or activities in instances where the employee, his/her spouse or his/her child(ren) and parent(s) is a victim of domestic abuse, domestic violence, sexual assault or stalking and where the employee is not the perpetrator. Said fifteen (15) paid days are in addition to any other paid leave which the employee may accrue under the provisions of this agreement.

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



**ARTICLE 9  
VACATIONS**

**Section 9.1**

The vacation year shall be the period beginning with the first full pay period in January to the Saturday prior to the first full pay period in the following January.

**Section 9.2**

**A.** Vacation leave with pay shall be credited to full-time employees at the end of each bi-weekly pay period as follows:

<u>Length of Service</u>	<u>Scheduled Hours</u>	<u>Vacation Hours Accrued</u>
Less than four and one-half years.	75	2.884650
	80	3.076960
Four and one-half years, but less than nine and one-half years.	75	4.326975
	80	4.615440
Nine and one-half years, but less than nineteen and one-half years.	75	5.769300
	80	6.153920
Nineteen and one-half years or more	75	7.211550
	80	7.692320

**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 years or more in such service as referred to in Section 9.12 of this Article.

In addition, creditable service for purposes of determining vacation credit only will be determined consistent with Red Book provisions for such.

**Section 9.3**

A full-time employee on leave without pay during the pay period shall not accrue full vacation leave credit(s) instead the employee shall earn vacation leave credits based on the hours paid in the bi-weekly pay period.

**Section 9.4**

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

### **Section 9.5**

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

### **Section 9.6**

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

### **Section 9.7**

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

### **Section 9.8**

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

Unused vacation leave earned during the previous two (2) vacation years can be carried over to the new calendar year beginning with the first full pay period in January for use during the following vacation year. Annual earned vacation leave credit not used by the last Saturday prior to the first full pay period in January of the second year after 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 about October 1, as of September 1, a preliminary statement of the available vacation credits from the local office. A central office statement shall be forthcoming to each work location by October 31 for dissemination to each employee.

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

### **Section 9.9**

Absences on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged to vacation leave at the discretion of the appointing authority.

### **Section 9.10**

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

### **Section 9.11**

Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the Chief Human Resources Officer may, upon request of the appointing authority of the deceased person, authorize the payment of such compensation in the following order of precedence:

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

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

### **Section 9.12**

Employees who are reinstated or who are reemployed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 9.2 of this Article. No credit for previous service may be allowed where reinstatement occurs after absence of three years unless approval of the Chief Human Resources Officer is secured for any of the following reasons:

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

### **Section 9.13**

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

### **Section 9.14**

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 9.15**

If an employee is on industrial accident leave and has available vacation credits which have not been used and who, because of the provisions of Section 9.8 of this Article would lose such vacation credits, the Appointing Authority of such employee shall convert such vacation credits to sick leave credits in the new calendar year beginning with the first full pay period in January.

**Section 9.16**

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

**Section 9.17**

Employees hired on or after January 1, 2019 with at least 4.5 years of relevant work experience at the time of hire, shall begin to accrue vacation credits at the rate of 4.326975 hours (75/bi-weekly) or 4.61544 hours (80/bi-weekly). An employee’s relevant work experience will be determined by the Appointing Authority’s analysis of said employee’s prior work history. Said employees will remain at this rate until they reach 9.5 years of creditable service with the Commonwealth.

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

\*See attached Vacation MOU Regarding Current Employees

**Section 9.18**

Employees shall continue to be entitled to vacation status and credits from prior governmental employer in the same manner as is currently provided for employees under the Human Resources Division’s Guidelines for Transfer of Benefits.

**ARTICLE 10  
HOLIDAYS**

**Section 10.1**

The following days shall be holidays for employees:

- New Year’s Day
- Martin Luther King Day
- Washington’s Birthday

Patriot's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

## **Section 10.2**

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

## **Section 10.3**

When a holiday occurs on the regular scheduled workday of an 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 10.4**

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five or more days, 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 days following the holiday to be taken at a time requested by the employee and approved by the agency head.

## **Section 10.5**

Notwithstanding any other contract provisions, an employee who is required to work his/her regular shift on a holiday (and the employee was not otherwise scheduled to work said holiday), shall be entitled to elect, for the first five times per calendar year that such occurs, to receive either: (a) one day's pay in addition to regular pay for compensation for working on the holiday; or (b) a compensatory day off with pay within sixty days following the holiday to be taken at a time requested by the employee and 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.

Once five such occasions per calendar year have passed the employee shall then receive a compensatory day off with pay within sixty days following the holiday to be taken at a time requested by the employee and 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 10.6**

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 the holiday.

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 MOSES feels that such denial was arbitrary or capricious.

## **Section 10.7**

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 10.8**

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.

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.

# **ARTICLE 11 EMPLOYEE EXPENSES**

## **Section 11.1**

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

Employees on authorized travel will be reimbursed for parking and tolls.

**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 work location.

**Section 11.2**

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 tips. In addition, an employee shall receive a per diem allowance of \$30.00 for meal expenses, including travel days, and including tips.

**Section 11.3**

Employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three 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 AM to 9:00 AM	\$6.00
Lunch	9:01 AM to 3:00 PM	\$10.00
Dinner	3:01 PM to 9:00 PM	\$14.00
Midnight Snack	9:01 PM to 3:00 AM	\$6.00

**Section 11.4**

Reimbursement of any employee expenses pursuant to this Article shall be contingent upon the submission of requests within reasonable timeframes established by the Appointing Authority. The Employer shall reimburse the employee within the same reasonable time frames absent exigent circumstances.

**Section 11.5**

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

- A. Employees who drive 2,000 or more miles in any quarter shall be eligible for a quarterly reimbursement of two hundred and fifty-six dollars (\$256.00)

- B.** Employees who drive at least 1,000 but fewer than 2,000 miles in any quarter shall be eligible for a quarterly reimbursement of one hundred and seventy-one dollars (\$171.00)
- C.** Employees who drive at least 700 but fewer than 1,000 miles in any quarter shall be eligible for a quarterly reimbursement of eighty-sixty dollars (\$86.00)
- D.** Employees who drive at least 500 but fewer than 700 miles in any quarter shall be eligible for a quarterly reimbursement of sixty-two dollars (\$62.00)
- E.** Employees who drive at least 300 but fewer than 500 miles in any quarter shall be eligible for a quarterly reimbursement of forty-nine dollars (\$49.00)

## **ARTICLE 12 SALARY RATES**

### **Section 12.1**

The following shall apply to full time employees:

- A.** Effective July 9, 2017, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one percent (1%) increase in salary rate.
- B.** Effective July 9, 2017, employees who meet eligibility criteria provided in Section 12.2 of this Article shall receive an additional increase of one percent (1%) in salary rate. This increase is due to economic revenue triggers having been met by the Commonwealth.
- C.** Effective July 8, 2018, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall be paid in accordance with the July 8, 2018 Schedule of Bi-Weekly Salary Rates shown in Appendix A-2.
- D.** Effective July 7, 2019, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall be paid in accordance with the July 7, 2019 Schedule of Bi-Weekly Salary Rates shown in Appendix A-2.

### **Section 12.2**

Employees who receive an “unsatisfactory” or “below” rating on their annual EPRS evaluation shall not be eligible to receive the salary increases or bonuses provided in Section 12.1 of this Article nor any step increases. Employees who receive an “unsatisfactory” or “below” rating will have their performance reviewed on a monthly basis in accordance with Article 24A and Supplemental Agreement III of this Agreement and will become eligible for the salary and step increase previously denied effective upon the date of receiving a “satisfactory”, “meets”, or “exceeds” rating.



### **Section 12.3**

Job groups, salary rates and the effective dates of salary increases of full-time employees are set forth in Appendix A-1 through A-2 which are attached hereto and hereby made a part of this Agreement.

### **Section 12.4**

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

**B.** Whenever an employee 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 plus two one-hundredths (1.02);
3. Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;
4. The employee's salary rate shall be the first rate in the higher job group which at least equals the resultant amount.
5. In the event the application of the above formula results in a salary that is less than the amount the employee would receive had he/she been promoted to the next lower grade, the employee's salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.
6. When an employee is receiving a promotion to a higher-grade position and the promotion date occurs shortly before a step anniversary date in the lower-grade position, the employee has the option to request the Agency and MOSES to meet to discuss the possibility of postponing the promotion until the step anniversary date in the lower grade position.

## **Section 12.5**

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 12.6**

**A.** An employee from within and without Unit 9 lowered in job group shall be placed in a step in grade in his/her new job group based upon the highest salary received through the following calculation:

1. credit for the step previously held in the job group plus years of service in higher job groups, or
2. credit for the step previously held in the next lower job group plus years of service in higher job groups plus the promotion factor of the new job group.

However, under no circumstances shall an employee receive a salary higher than that received in the position held prior to being lowered in job group.

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

## **Section 12.7**

**A.** An employee entering a Unit 9 position from a non-Unit 9 position in the same job group shall be placed at the first step in grade which at least equals the rate of compensation received immediately prior to his/her entry in the bargaining unit, and his/her anniversary date shall not be changed.

**B.** Employees entering a Unit 9 position in a higher job group from a non-Unit 9 position shall have their salary rate determined in the same manner as set forth in Section 12.4(B).

## **Section 12.8**

Notwithstanding any other provisions of this Agreement to the contrary, employees who are reinstated or reemployed within three (3) years of their involuntary separation from the Commonwealth's payroll because of layoff/displacement shall receive rates of pay based on credit for their previous years of service for the Commonwealth:

1. Such employees shall be placed in the appropriate job grade consistent with the title for which they are recalled.

2. Should such employees return to their old job grade, they will be placed in the step rate in which they were employed at the time of separation consistent with past time in service.

3. In the case of employees who return to state service in a higher or lower job grade, the practice applicable for step-rate placement for promotion or demotion shall apply.

### **Section 12.9**

**A.** Step 1 shall become the hiring rate for employees hired or reemployed, except in cases where an employee is hired by a department/agency at a salary rate, approved by the Chief Human Resources Officer, above the hiring rate.

**B.** When the Commonwealth intends to hire a person above Step 1, they shall forward to MOSES at least two (2) weeks before the hiring date, the following:

1. A certification that this appointment will be made in accordance with Chapter 30, Section 46, paragraph (5A), because the employee has served satisfactorily in a comparable position for a period of time equivalent to the period required had such service been entirely in the service of the Commonwealth.

2. A copy of the posted position.

3. A copy of the resume of the person intended to be hired.

### **Section 12.10      Supplemental Duty**

An employee who provides SCUBA diving services not described in his/her official job specification shall receive \$15.00 per hour in addition to his/her regular rate while preparing for, performing, and disengaging from SCUBA diving services. Employees shall be guaranteed a minimum of four hours compensation whenever they provide SCUBA diving services.

### **Section 12.11      Overpayments**

When the employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. The employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid [e.g., an employee who was overpaid by \$5.00 per pay period for six months shall refund the employer at the rate of \$5.00 per pay period for six months] unless the employer and the employee agree to another arrangement. A repayment schedule requested by the employee shall not be unreasonably denied. The employer shall ensure through said recoupment that the affected employee shall neither be advantaged nor disadvantaged regarding leave accruals, retirement calculations, or other employment benefits.

**Section 12.12**

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

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

**ARTICLE 13  
GROUP HEALTH INSURANCE CONTRIBUTIONS**

**Section 13.1**

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

**ARTICLE 13A  
HEALTH AND WELFARE**

**Section 13A.1      Creation of Trust Agreement**

The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust executed by MOSES and the Employer. Such Agreement and Declaration of Trust provides for a Board of Trustees composed of an equal number of representatives of the Employer and MOSES.

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 13A.2      Funding**

The Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$17.00 per calendar week.

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) develop an employee wellness program; and (3) to pay the operating and administering 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 13A.4**      **Employer's Liability**

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with any responsibility connected with the determination of liability to any employee claiming any benefit from the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated under Section 13A.2 above.

**Section 13A.5**      **Mutual Aid**

Unit 9 employees shall be allowed to assign their accrued vacation and personal leave credits to Unit 9 employees who suffer catastrophic illness or injury which requires paid leave in excess of their accumulated credits. Such assignment of vacation and personal leave credits shall be administered by HRD.

**Section 13A.6**      **Mutual Aid Reserve Fund**

The parties have established a Mutual Aid Reserve Fund (MARF) to be operated in accordance with Appendix F.

**ARTICLE 13B**  
**TUITION REMISSION**

**Section 13B.1**

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

- A.** For enrollment in any state-supported course or program at the undergraduate or graduate level at any community college, state college or state university excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;
- B.** For enrollment in any non-state supported course or program offered through continuing education at any community college, state college or state university, fifty percent (50%) tuition remission shall apply;
- C.** Remission benefit is subject to space available and usual and ordinary admission policies. Also subject to approval of the Board of Regents of Higher Education and 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.** 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 employee covered by the provisions of this Agreement.

**F.** The parties agree to establish a committee consisting of three (3) members chosen by MOSES and three (3) members chosen by the Employer to study the impacts on Unit 9 employees caused by the implementation of Outside Section 73 1 B (f) of the FY 16 budget and the establishment of the student tuition credit at the university of Massachusetts system. If the committee discovers there are negative impacts, they shall make mitigation recommendations to the Secretary of Administration and Finance.

## **ARTICLE 13C DEPENDENT CARE**

### **Section 13C.1**

The Employer and MOSES acknowledge that dependent care issues are of major concern to both parties. In order to address these issues, there shall be a joint MOSES/Management Committee comprised of four (4) members designated by the Employer and four (4) members designated by MOSES. The Committee shall meet on a monthly basis and shall consider issues relating to dependent care and will develop and make recommendations by June 30, 2019.

### **Section 13C.2**

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

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

### **Section 14.1**

**A.** A promotion shall mean advancement to a higher salary grade within an employee's department/agency, except where there is more than one appointing authority in the department/agency a promotion shall mean advancement to a higher salary grade within the jurisdiction of the employee's appointing authority. This Article is applicable to all promotions except those reasonably anticipated to be for less than one year and its application in all cases is restricted to employees who possess the educational, training, and/or experience requirements established by the Chief Human Resources Officer for appointment to the relevant position. The provisions of this Article shall apply when promoting employees covered by this Agreement and other employees within the appointing authority to positions other than positions to be filled by appointments from a civil service eligibility list.

**B.** The parties understand and agree that no individual shall be excluded from consideration based solely on his or her current position classification.

**C.** 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.

**D.** The parties to this Agreement acknowledge that they have litigated the issue of conflict between this Article and Chapter 31 of the General Laws. Notwithstanding said litigation, the parties have ongoing concerns relative to the interplay of this Article and the requirements of Chapter 31 of the General Laws especially with regard to provisional appointments and promotions. Accordingly, the parties agree to form a committee consisting of two representatives of MOSES and two representatives of the Human Resources Division, to meet and discuss the relationship of Article 14 to Massachusetts General Laws Chapter 31 as it affects provisional appointments and promotions.

The Committee shall attempt to reach agreement within one year and if all parties agree, the Committee will recommend courses of action to resolve any conflicts.

### **Section 14.2**

The following factors in priority shall be used by the appointing authority or his designee in considering employees covered by this Agreement and other employees within the appointing authority who apply for promotions under the provisions of this Article:

- (1) Ability to do the job as determined by:
  - a) Experience and competence (job performance) in the same or related work
  - b) Education and training related to the vacant position
- (2) Seniority, as measured by length of service within the appointing authority
- (3) Work history

### **Section 14.3**

**A.** All positions to be filled shall be posted throughout the appointing authority's jurisdiction for seven workdays. The appointing authority may reasonably determine the positions in which employees must be employed and/or the requisite related work experience the employee must possess in order to be eligible to apply for a given promotion. The job posting shall include the job title, salary grade and other pertinent information. The appointing authority may receive and consider applications from persons outside the department/agency simultaneously with applications from employees for a vacancy posted under these provisions. All positions to be filled shall be posted throughout the appointing authority wherever employees covered by this Agreement are employed.

**B.** An employee promoted in accordance with this Article whose performance is unsatisfactory 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 unsatisfactory at any time during the six months probationary period, such determination shall not be subject to the grievance procedure. If the employee's performance is determined to be unsatisfactory and his/her former position is not available, he/she shall be entitled to the layoff/recall provisions of this Agreement except for employees promoted from outside the bargaining unit.

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

**D.** At any time prior to the mid-point of the above designated probationary period 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 backfilled 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 provisions of Paragraph B said employee will not be eligible for promotion pursuant to this Article for a period of one year.

**G.** Notwithstanding the above paragraphs, employees may return to their former job titles within the bargaining unit under these provisions provided there is a position available under the jurisdiction of the appointing authority.

**H.** All promotions made pursuant to this Article shall be temporary 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 at least until the promoted employee has completed his/her probationary period.

**I.** In the event that new titles are created by the Chief Human Resources Officer which the Employer considers necessary to be excluded from the provisions of this Article, it shall so notify MOSES. MOSES 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, MOSES 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.

**J.** At the time the vacancy is filled, the unsuccessful applicant(s) for promotion to a vacancy posted under these provisions shall receive a notice on a Non-Selection Form (see Appendix C) stating the reason(s) for non-selection.



**K.** Where MOSES files a grievance over the non-selection of an employee(s), MOSES shall be limited to advancing to arbitration the grievance of one (1) non-selected employee per vacancy or file as a class action grievance. MOSES shall notify HRD Legal as soon as administratively feasible of that one (1) grievance.

**L.** The Arbitrator shall not have the ability to select the successful candidate for the position; this limit on the remedial jurisdiction of the arbitrator shall not apply if the Appointing Authority re-selects the original successful candidate following an order to repost the position and the arbitrator finds a new violation of Article 14. If a redetermination of the selection process is ordered, it shall be limited to the original pool of applicants.

#### **Section 14.4**

**A.** An employee may apply for reassignment/transfer to the same classification in another location within the employee's appointing authority. Such application shall be submitted in writing on a form provided by the appointing authority prior to the posting of any pertinent vacancy. Requests for reassignment shall remain valid until the employee is selected or he/she rescinds the request in writing. When such a position becomes available to be filled, employees in the classification who have requested reassignment to the location of the available vacancy shall be considered for such position and notified. Employees may upon notification rescind their request for reassignment. Employees who rescind their request after selection may not request reassignment for a period of one year. In the event that there is a civil service certified list available for such permanent vacancy, applicants appearing on such certified list may be considered in conjunction with those applicants seeking reassignment and such selection shall be based on the following factors in priority:

1. Ability to do the job as determined by:
  - a. Experience and competence (job performance) in the same or related work
  - b. Education and training related to the vacant position
2. Seniority, as measured by length of state service from date of permanent appointment
3. Work History

Should an applicant be reassigned to the same classification in another location by the above procedure he/she shall be given a thirty (30) working day probationary period in the new assignment, and if at the end of the probationary period it is determined the employee is unable to perform the duties of the new assignment, he/she shall be reassigned to his/her former duties in his/her original position. If an employee's performance is determined to be unsatisfactory at any time during such probationary period, such determination shall not be subject to the grievance procedure.

**B.** Whenever a reassigned employee is found to be unsuitable and returned to his/her former duties, further consideration shall be given to the list of initial applicants under the factors enumerated in Section 14.4(A).

**C.** At the time selection is made for the reassignment of an employee(s) under Section 14.4 of these provisions, MOSES shall be notified of all employees considered and which employee(s) are to be reassigned.

#### **Section 14.5**      **Shift**

**A.** When more than one shift is required, employees in the same classification who work at that particular work location may submit a written request to their appointing authority or designee. Selection between employees seeking reassignment to available positions shall be made on the basis of seniority.

**B.** When there are no requests for shift reassignment on file, an available position shall be filled by the least senior employee capable of performing the work.

#### **Section 14.6**      **Temporary Transfers**

For the purposes of easing short term personnel shortages in various state agencies, HRD shall maintain a list of bargaining unit employees who have volunteered to accept a temporary transfer to another state agency for a maximum period not to exceed six (6) months. Since such temporary transfer would allow the Employer to better utilize available expertise to meet short term needs, service would be creditable for seniority purposes and the employee's job status would not be adversely affected.

Any such transfer shall require the prior approval of both departments/agencies and the employee. In addition, any party may terminate the temporary transfer without prejudice with 7 days' notice

### **ARTICLE 15** **CONTRACTING OUT**

#### **Section 15.1**

There shall be a special MOSES/Management Committee to advise the Secretary of Administration and Finance on contracting out of personnel services. The Committee shall consist of four (4) persons designated by MOSES and four (4) persons designated by the Chief Human Resources Officer. Said committee shall develop and recommend to the Secretary of Administration and Finance 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. The Committee shall examine both cost effectiveness of such contracts and their impact on the career development of MOSES members. 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. If the Committee cannot reach an

Agreement, the matter will be submitted to expedited fact-finding. Nothing in this Article shall limit the authority of the Secretary of Administration and Finance to promulgate rules and regulations covering contracting out of services pursuant to M.G.L. Chapter 29, Section 29A.

### **Section 15.2**

In the event that MOSES desires to discuss the purchase of services which are of the type currently being provided by employees within a department/agency covered by this Agreement, MOSES shall request in writing a meeting of the special MOSES/Management Committee established in Section 15.1.

### **Section 15.3**

When a department/agency contracts out work which will result in the layoff of an employee who performs the function that is contracted out, MOSES shall be notified and the Employer and MOSES 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.

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

### **Section 16.1**      **Work in a Lower Classification**

While an employee is performing the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she shall be compensated at his/her regular rate of pay as if performing his/her regular duties.

### **Section 16.2**      **Work in a Higher Classification**

Any employee who is assigned by his/her supervisor to a position in a higher grade for a period of more than thirty days shall receive the salary rate for the higher position from the first day of assignment, provided such assignment has the prior approval in writing of the appointing authority or his/her designee. The approval of the appointing authority or his/her designee shall take effect as of the first day of assignment. In the event authorization is granted or payment is awarded for out-of-title work, no payment shall be made for any period prior to fifty-one days from the date the grievance was filed unless the assignment was in writing.

This Article shall not apply to working in a higher grade when the holder of the higher grade is absent on vacation leave.

A Committee shall be established consisting of 3 members designated by HRD and 3 members designated by MOSES. Said Committee shall investigate incidents where out-of-title work has exceeded 12 months, shall develop procedures to limit the duration of out-of-

title work, and shall require the proper posting of a position in the higher grade in lieu of such continued out-of-title assignment.

**Section 16.3**      **Overtime Compensation**

An employee who performs overtime work in a classification other than his/her own, shall have overtime compensation computed at his/her regular step rate of pay for his/her regular position or the first step rate of the other classification, whichever is higher.

**ARTICLE 17**  
**CLASSIFICATION AND RECLASSIFICATION**

**Section 17.1**      **Class Specifications**

The Human Resources Division shall determine:

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

HRD shall confer with MOSES regarding changes to existing job specifications or reallocations of existing classes.

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

**Section 17.2**

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

**Section 17.3**      **Individual Appeal of Classification**

Individual employees regardless of date of hire shall continue to have the same right to appeal the propriety of the classification of his/her position through Personnel Administration or the civil service system which an 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 17.4**

There shall be a MOSES/ Management committee established to investigate instances of misclassification. The committee shall consist of two persons from the Human Resources Division and up to two persons from MOSES.

## **Section 17.5**

Where MOSES believes that a job specification or the name of a job title is either inaccurate or inappropriate, it shall present information regarding such inaccuracies or inappropriateness to the MOSES/Management Committee established under Section 17.4 for review.

## **ARTICLE 17A CLASSIFICATION/COMPENSATION REVIEW**

### **Section 17A.1**      **Purpose**

This Article is intended to provide a process for reviewing job classifications when it is alleged that those classifications may require modification. The president of MOSES shall submit requests for said reviews as provided in Section 2 of this Article.

### **Section 17A.2**      **Classification Review Committee**

There shall be established a Classification Review Labor-Management Committee. The purpose of the Committee shall be to review requests as submitted to the Chief Human Resources Officer or other individual selected by the Employer as indicated in Section 1 above. The Committee shall be comprised of four (4) representatives designated by the Human Resources Division (HRD) or designated by other appropriate successor Division by the Employer and four (4) representatives designated by the president of MOSES. There shall also be a representative of the Classification Division of HRD or designated by other appropriate successor Division by the Employer assigned to the Committee, who shall function as a resource to the Committee. With the concurrence of the full Committee, MOSES and/or management subject matter experts may also be asked to provide information to the Committee.

### **Section 17A.3**      **Procedure**

When assessing titles submitted for review, the Committee may consider any and all information provided by the Committee members, as well as information provided by the resources described in Section 2 above. Such information may include, but need not be limited to: the relationship of one Commonwealth Unit 9 classification to other Commonwealth classifications; a comparison of the subject Unit 9 classification with the same or similar classifications in other industrialized states; and/or a comparison of the subject Unit 9 classification with the same or similar classifications in Massachusetts jurisdictions other than the State. Based on the information presented to the Committee, and upon a majority determination of the Committee, the Committee shall make a recommendation for changes to the job classification reviewed. Said recommendation may be forwarded to the Chief Human Resources Officer or other individual selected by the Employer for his/her consideration.

## **Section 17A.4      Implementation of the Classification Review Committee Findings**

In the event the Chief Human Resources Officer or other individual selected by the Employer concurs with the recommendation from the Committee, and in the event such recommendation shall result in the need for a funding request to implement the recommendation, the Chief Human Resources Officer or other individual selected by the Employer may pursue options for funding at the time of issuance of said concurrence, or defer discussion on funding to negotiations for a successor collective bargaining agreement, at the sole discretion of the Chief Human Resources Officer or other individual selected by the Employer. If the recommendation of the Committee is denied by the Chief Human Resources Officer or other individual selected by the Employer, the Committee shall be informed of the reasons for the determination. If, in the majority determination of the Committee, additional information regarding the denied request becomes available to the Committee and is of sufficient magnitude to warrant reconsideration of said request, said request may be resubmitted to the Chief Human Resources Officer or other individual selected by the Employer for reconsideration, provided that no such resubmission shall be made more than once per year. The determination of the Chief Human Resources Officer or other individual selected by the Employer shall be final. The provisions of this Article shall not be subject to the grievance procedure.

## **Section 17A.5**

The Employer and MOSES agree that the procedure provided in this Article 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.

## **ARTICLE 18 LAYOFF- RECALL PROCEDURE**

### **Section 18.1**

**A.      Impending Layoff** - In the event management becomes aware of an impending reduction in work force, which includes a civil service displacement, it will make every effort to notify MOSES at least twenty (20) calendar days prior to the layoff.

Within five (5) days of notification of the impending layoff, management shall meet with MOSES to discuss the impact of the layoff on the affected employees, including the availability of similar positions within the same department/agency. Upon request, HRD will meet with MOSES and the affected department/agency and other departments/agencies with similar positions to discuss available positions and training programs.

Prior to notifying employees of the reduction in force the appointing authority will first solicit volunteers for layoff within the department/agency. However, nothing contained in this article shall preclude the appointing authority from rejecting a volunteer based on the operational needs of the department/agency. During the reduction in force process, the appointing authority may also consider the termination of consultant contracts.

**B. Actual Layoff** - Seniority is based on service within the department/agency except that all provisional employees in a title must be laid off before any employee with temporary-from-certification status in the same title.

In the event of an actual layoff, management will notify the affected employees in writing not less than ten (10) working days in advance of the layoff date and will send a copy of such notice to MOSES. Where notices are sent by first class mail, the time shall begin to run on the date of the mailing of the notice.

## **Section 18.2**

Within five (5) workdays of receipt of notification of layoff, the employee shall elect to either transfer or bump in accordance with the following sections.

**A. Lateral Transfer and Bumping Procedure** - Any employee who has been notified that he/she will actually be laid off may file with his/her appointing authority, within five (5) working days of receipt of such notice, a written request to laterally transfer to a position in the same title and/or bump to a lower title in accordance with the provisions in this subsection:

1. An employee whose position is being eliminated shall have the opportunity to exercise his/her seniority rights by transferring laterally to a position in the same title within the jurisdiction of his/her appointing authority for which the employee is determined qualified to perform the duties of the position, provided there is an employee junior to him/her in departmental years of service.

2. The first employee displaced by the lateral transfer of the more senior employee may exercise his/her seniority rights by transferring laterally to a position in the same title for which the employee is determined qualified to perform the duties of the position, occupied by an employee junior to him/her in departmental years of service within his/her appointing authority.

3. The second employee displaced by the lateral transfer referred to above may exercise his/her seniority rights by displacing the least senior employee in departmental years of service in the same title with the appointing authority, provided that the employee has been determined qualified to perform the duties of the position to which he/she is transferred.

4. Notwithstanding the above, no employee exercising his/her rights under 18.2(A) (1) or (2) above shall be denied an opportunity to displace the least senior employee in the same title in the affected employee's facility, departmental unit, district, region, appointing authority, or statewide, provided that the employee has been determined qualified to perform the duties of the position to which he/she is transferred.

5. A displaced employee or one whose position is eliminated may exercise his/her seniority right by either transferring laterally or by bumping to a Bargaining Unit 9 position within the jurisdiction of his/her appointing authority in the next lower title or titles occupied by an employee junior in departmental years of service and for which the employee is determined qualified by the Employer.

6. Any lateral transfer or bump occurring as the result of a reduction in force shall be limited to three transactions per title with a transaction being defined as the displacement of an employee by an employee senior in departmental years of service.

7. An employee being displaced from his/her position by a lateral transfer of a more senior employee in the same title shall notify the department/agency of his/her intentions within the third working day of being notified by the department/agency of the displacement.

**B. Other Transfers**

1. **Within the Department/Agency** - the employee who is to be laid off shall also have the opportunity to transfer laterally to a fillable, vacant, Bargaining Unit 9 position, in any other title within the jurisdiction of his/her present appointing authority, for which he/she is qualified.

2. **Between Agencies** - the employee who is to be laid off 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 Bargaining Unit 9, 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. Seniority shall be the determining factor in the event one or more such employees are seeking the same position in another state agency.

3. Notwithstanding the above paragraphs, employees may exercise their bumping and transfer rights under these provisions provided there is a Bargaining Unit 9 position available under the jurisdiction of the appointing authority.

**Section 18.3      Department/Agency Recall Procedure**

**A.** Where recall is to the job title from which layoff occurred, recall shall be in the reverse order of layoff.

**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.** If the position of an employee is abolished as the result of the transfer of the functions to another department/agency, such employee may elect to have his/her name placed on the recall roster or to be transferred, subject to the approval of the appointing authority, to a similar position in such department/agency without loss of seniority, retirement or other rights.

**D.** The department/agency shall appoint employees on the recall roster, prior to the appointment of any other applicant, to fillable vacant Bargaining Unit 9 positions for which the laid-off employee is determined qualified by the Employer.

**E.** A laid-off employee will remain on the recall roster for three 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, provided that employees presently working for the Commonwealth who are on a recall roster as of the effective date of this Agreement shall remain on the recall roster for one additional year.

Notwithstanding the above, a laid-off employee who fails to respond in writing to a notice of recall within seven (7) calendar days of the receipt of such recall offer or who upon acceptance of the recall offer fails to report for work on the appointed date, shall forfeit any further recall rights.

Notices of recall sent by the appointing authority to a laid-off employee and the employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail, return receipt requested.

#### **Section 18.4**

In computing seniority as defined in this Agreement any break in service for two (2) years or less due to an involuntary layoff shall be included in total seniority as with military, maternity, educational and industrial accident leave.

As used in this Article, qualifications shall mean objectively demonstrable knowledge, skills and/or abilities. For purposes of this Article, an employee shall be considered "qualified" if he/she has the education and experience to permit him/her to satisfactorily perform the essential functions of the job as reflected in the Classification Specifications and Form 30 as signed by the employee to be displaced with 90 days or less of training, to be provided by the employer.

#### **Section 18.5**      **Expedited Grievances**

Whenever an employee is denied lateral transfer, bumping or recall rights based on a determination he/she is unqualified, a grievance may be filed at Step III and if unresolved, expedited arbitration will commence inside of thirty (30) days.

#### **Section 18.6**      **State Wide Recall List**

**A.** A comprehensive list of laid-off employees by job title will be maintained and departmental recall rosters will be exhausted prior to utilizing the statewide recall roster. An employee who has been laid-off in a reduction in force will remain on the statewide recall roster for a period of three (3) years. Any laid-off employee will be recalled to positions to be filled, in accordance with their seniority and in accordance with their qualifications to perform the work.

**B.** Any employee on the statewide recall roster who refuses or fails to respond to a recall offer will be removed from the roster and have his/her statewide recall rights terminated. Appointing Authorities will send out notices of recall to affected employees by certified mail, return receipt requested and, in turn, the affected employees have seven (7) calendar days from the date of receipt to respond by certified mail, return receipt requested.

**C.** On its intranet website HRD will update on a monthly basis a list of bargaining unit 9 job titles from which employees have been laid-off; these employees are subject to statewide recall.

**D.** Prior to posting a vacant position, Appointing Authorities shall determine whether there is a bargaining unit 9 recall list for the position. If so, that position should not be posted until the recall process has been applied.

**E.** Appointing Authorities seeking to fill vacancies from the bargaining unit 9 statewide recall roster should contact HRD/Office of Employee Relations to obtain the current applicable recall roster. These recall rosters list laid-off employees by job title and seniority.

**F.** Appointing Authorities must fully exhaust the statewide recall roster before hiring outside applicants for vacant bargaining unit 9 positions.

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

### **Section 19.1      General**

**A.** The Employer and MOSES 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.

**B.** During the first pay period in July each year commencing in July 2018, the Commonwealth shall deposit \$55,000 into the Training Trust Fund to be established per Article 19.7.

### **Section 19.2      Committee**

**A.** Toward those ends, the Employer and MOSES agree to establish a Unit 9 Training and Career Ladders Committee consisting of three persons appointed by MOSES and three 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 quarterly at times and places to be agreed upon by MOSES and the Employer. The Committee shall be charged with the formulation of training and educational program proposals focusing on the development or improvement of programs:

- (1) to facilitate individual career development and equitable employment opportunity structures;
- (2) which may be specifically related to or coordinated for Unit 9;

- (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.

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 Unit 9 Training and Career Ladders Committee shall be responsible for developing and coordinating training programs in departments/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 Unit 9 Training and Career Ladders Committee may seek to utilize the knowledge, experience, and resources of independent experts in the development of training/retraining programs pursuant to the Article.

**Section 19.3**            **MOSES Access to Training**

All training bulletins pertinent to this Article shall be sent to the Unit 9 Training and Career Ladders Committee and shall be posted by the Employer in appropriate work locations.

**Section 19.4**            **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 19.5**            **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 19.6**            **Departmental Training and Career Ladders Committees**

Within each department/agency there shall be established a Unit 9 Training and Career Ladders Subcommittee with the responsibility of reviewing existing training programs and career ladders in that department/agency and developing new training programs and career ladder recommendations for submission to the Unit 9 Training and Career Ladders Committee.

**Section 19.7**      **Training Trust Fund**

A Training Trust Fund overseen by the Committee established under Section 19.2 shall seek to provide necessary training to assure unit 9 employees remain current in Science, Technology, Engineering and Mathematics (STEM) and other matters of importance.

The Committee shall meet with Appointing Authorities for input regarding necessary training and shall strive to provide equal training opportunity for all employees.

The Training Trust Fund shall receive the funding provided under Section 19.1B of this Agreement and may accept funding from other sources.

Where there is a continuing need for updated knowledge in STEM subject, the Committee may seek employees in the Unit who are willing and capable to be Training Officers and may provide them special training and education. The Committee is authorized to provide training through outside sources.

Where there is a need for specialized training, the Appointing Authority will inform the Committee of the need and the Committee will meet with the Appointing Authority regarding developing a fair procedure for choosing the most qualified employee(s) to receive specialized training.

Nothing contained in this Section shall limit, replace, eliminate or reduce the Employer's responsibilities to provide for employee training required to comply with Chapter 149 of the General Laws including, but not limited to amendments by Section 26 of Chapter 144 of the Acts of 2014.

**ARTICLE 19A**  
**TECHNOLOGY RESOURCES**

**Section 19A.1**

**A.** MOSES recognizes that the Commonwealth is implementing the Human Resources/Compensation Management System (HR/CMS), which is a review of the business processes regarding payroll, personnel and other processes, replacing such current systems as PMIS and CAPS. MOSES acknowledges that HR/CMS shall become the cornerstone of the Commonwealth's payroll and personnel system.

**B.** To ensure that the changes required by HR/CMS are introduced and implemented in the most effective manner, MOSES agrees to support the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g., the change from a weekly to bi-weekly payroll system, direct deposit, and the change from a fiscal year basis to a calendar year basis for vacation and personal leave accrual and use).

**C.** The Commonwealth and MOSES will establish a Special Labor-Management Committee made up of an equal number of MOSES representatives and Management representatives. The committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.

### **Section 19A.2**

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

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

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

## **ARTICLE 20 SAFETY AND HEALTH**

### **Section 20.1**

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

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

### **Section 20.2**

The parties recognize that Section 26 of Chapter 144 of the Acts of 2014 contains amendments to Chapter 149 of the General Laws of the Commonwealth of Massachusetts which establish standards for health and safety rules in the Employer's workplaces.

### **Section 20.3**

**A.** The Employer agrees to provide a safe, clean, wholesome surrounding in all places of employment. At least once per week, the Employer shall inspect the premises to maintain good housekeeping. The Employer shall inspect lighting, floors, ceilings and walls, stairs, roof, ladders, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric fans, storage spaces, trucks, 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 Hygiene shall inspect VDT equipment.

**B.** In locations such as manholes where valves or other control devices may be located, the person in charge shall ascertain that no noxious or poisonous gases are present therein before permitting any employee to enter the area of concern for any reason. When such gases are present, no employee shall be permitted to enter the area of concern until the situation is corrected. The use of harnesses or other protective devices must be used where any danger is present.

**C.** Where it is necessary to make excavations for the purpose of repairing burst water mains, the supervisor of the work location shall provide proper shoring to prevent cave-ins.

**D.** If a tool, machine, or piece of equipment is defective, worn out or dangerous to operate because of its condition, the supervisor shall not permit its use until his/her department head or his/her designee has certified that an inspection has been made and such equipment is not defective, worn out or dangerous, or that such equipment has been repaired or replaced.

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

**F.** Where credible evidence exists of a communicable disease, as determined by the appropriate state department/agency, (e.g. TB, measles, hepatitis B, etc.) the Employer shall forthwith make every reasonable effort to provide all employees coming into contact with the afflicted person(s) and/or environment with appropriate training, advice and safety supplies.

**G.** 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 and notify MOSES of the condition.

**H.** 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).

**I.** Rules and regulations issued by the Division of Industrial 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.

**J.** Pregnant employees who work in conditions/situations deemed hazardous or dangerous to the pregnancy by the attending physician may make a written request to the appointing authority for a temporary reassignment within their job description or a comparable position, and may be reassigned within two (2) weeks of notification for the duration of the pregnancy. Upon request by management, the employee will provide medical evidence.

**K.** Department heads shall make reasonable effort to avoid making work assignments which expose inadequately equipped employees to the harmful effects of hazardous substances such as asbestos, arsenic, PCB, etc.

**L.** Except for emergency situations, the person in charge shall make reasonable efforts to rearrange assignments for employees whose workweek consists of thirty-seven and one half (37-1/2) hours or more, to avoid unreasonable exposure to the extremes of weather, when the outside temperature drops to a low of ten (10) degrees Fahrenheit, or zero (0) degrees Fahrenheit with the wind chill factor.

**M.** The person in charge of the location will make reasonable efforts to have the air quality checked where MOSES alleges that the air quality is inferior. If the air quality is found to be substandard, the person in charge of the location shall make reasonable efforts to improve it.

## **Section 20.4**

The parties recognize that Unit 9 employees in the Department of Environmental Protection involved in the following activities as part of their work duties may be exposed to materials or conditions hazardous to their health, including but not limited to:

- A.** Response to hazardous materials spills/incidents;
- B.** Inspection or investigation of hazardous material sites;
- C.** Inspection/investigation of licensed hazardous waste facilities;
- D.** Inspection/investigation of water filtration and wastewater treatment plants;
- E.** Laboratory handling and analysis of samples;
- F.** Possible exposure to asbestos, lead, radiation and infectious agents.

Such employees shall be given a physical examination on an annual basis at no cost to the employee.

In addition, the parties recognize that other Unit 9 employees may be exposed to hazardous materials or conditions. A joint committee consisting of not more than three MOSES representatives and three Management representatives shall identify as soon as possible those Unit 9 employees that come in contact with materials or conditions determined by said committee to be hazardous to one's health and those employees shall be provided an annual physical examination paid for by the Commonwealth.

In departments/agencies where the Committee has determined that hazardous conditions exist, employees shall, upon request, also be provided a baseline physical paid for by the Commonwealth.

## **Section 20.5**

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

## **Section 20.6**

In recognition of their mutual interest in ensuring the development and implementation of appropriate health and safety practices and procedures the parties agree to establish a joint MOSES/Management Committee. Management and MOSES shall each appoint an equal number of representatives to the Committee which will convene for the first time by October 1, 2014.

While either side may suggest topics for consideration, the Committee is specifically charged with the following:

- A.**
  - i. developing and implementing engineering and administrative controls to eliminate/control or otherwise limit exposure to hazardous conditions and;



- ii. ensuring that appropriate personal protection equipment and training is provided to and utilized by employees to eliminate/control or otherwise limit exposure to hazardous conditions.

**B.** Creating Standard Operating Procedures (SOPs) based upon best practices for working in environments where exposure to insect borne illnesses, vector-borne diseases, venomous wildlife and insects, poisonous plants, and blood borne pathogens occur. Further, that these practices shall include distribution of appropriate Personal Protective Equipment and supplies, as well availability of appropriate training and implementation of appropriate work practices. One such example is that the committee will develop and implement a Lyme Disease Exposure Control SOP at the Department of Conservation and Recreation.

### **Section 20.7**

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 21 EMPLOYEE LIABILITY**

A joint MOSES/Employer Committee on Employee Liability shall be established to continue discussions concerning the protection of employees against liability arising out of their employment, and to file such legislation as may be necessary.

## **ARTICLE 22 CREDIT UNION DEDUCTION**

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 purpose of shares in, making deposits to, or repaying a loan to a credit union under appropriate provisions of law by MOSES. 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 days in advance of the desired cessation of payroll deduction.

## **ARTICLE 22A REASSIGNMENTS**

The Commonwealth and MOSES recognize the efficiency of promoting energy saving endeavors by offering an alternative to employees who may commute lengthy distances to and from their homes to work. The parties therefore agree to initiate a pilot program to implement job swapping opportunities between employees that work in the same job title and functions and within the same agency, but at geographically disparate work locations. Employees requesting a swap may file their request with the Agency's human resource

office. When two or more employees submit matching swap requests the Agency shall favorably consider the swap unless one or more of the following conditions apply:

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

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

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

The Office of Employee Relations, the designated Pilot Agency and MOSES shall establish a committee to review and monitor implementation of this program and recommend changes as necessary. This pilot program shall be in effect for two years from date of signing and shall be implemented in the Department of Environmental Protection.

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

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

### **Section 23.1**

No Unit 9 employee who has been employed by the Commonwealth for nine (9) consecutive months or more shall be discharged, suspended, or demoted for disciplinary reasons or given a warning or reprimand without just cause.

An employee who severs his/her employment with the Commonwealth must serve an additional probationary period upon reemployment. An employee who leaves a position in an agency for another position in a different agency must serve an additional probationary period whether in the same or a different job title. A bargaining unit employee who accepts a bargaining unit position in a different agency without a break in service and is unsuccessful in the probationary period in the different agency shall return to his/her prior position in the previous agency, or if the position he/she vacated is not available he/she shall be placed on a recall list for the next available vacancy within that job title and location.

### **Section 23.2**

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 23.1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within ten 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 23.3**

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 23.1 of this Article shall be submitted in writing by the aggrieved employee to HRD within ten working days of the date such action was taken. The grievance shall be treated as a Step III grievance and **ARTICLE 23A - GRIEVANCE PROCEDURE** shall apply.

### **Section 23.4**

If an employee files a charge of discrimination covered by Article 6 with a state or federal agency or state or federal court arising from termination of employment, the Commonwealth and MOSES agree that MOSES waives its right to arbitrate a termination grievance based on a claim of a violation of Article 6 relating to the same claim of discrimination. If the employee withdraws his or her charge with prejudice, other than in the case of a mutually agreeable settlement, the grievance shall be arbitrable if otherwise timely and appropriate. This waiver provision shall not apply to claims filed pursuant to MGL c. 150E or claims relating to the FMLA.

As a condition precedent to submitting a grievance to arbitration alleging a violation of **Section 23.1**, pursuant to **ARTICLE 23A-GRIEVANCE PROCEDURE**, MOSES 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 23.5**

Should MOSES submit a grievance alleging a violation of Section 23.1 to arbitration pursuant to **ARTICLE 23A**, the arbitration shall be conducted on an expedited basis.

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

## **ARTICLE 23A GRIEVANCE PROCEDURE**

### **Section 23A.1**

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

### **Section 23A.2**

The grievance procedure shall be as follows:

**Step I** - An employee and/or MOSES shall submit a grievance in writing to the person designated by the agency head for such purpose not later than twenty-one calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The person so designated by the agency head shall reply in writing by the end of ten (10) calendar days following the date of submission.

**Step II** - In the event the employee or MOSES wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing to the person designated by the agency head for such purpose within ten calendar days of the receipt of the Step I decision. The agency head or his designee shall meet with the employee and/or MOSES for review of the grievance and shall issue a written reply to the employee and/or MOSES by the end of the fourteen calendar days following the day on which the appeal was filed.

**Step III** - In the event the employee or MOSES wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented to HRD within seven calendar days of the receipt of the unsatisfactory decision. HRD shall issue a written reply by the end of the twenty-one calendar days following the day on which the appeal was filed or if a conference is held by the end of the fourteen working days following the close of the conference; every effort will be made to hold such conference within fourteen working days following the filing of the appeal.

**Step IV** - Grievances unresolved at Step III may be brought to arbitration solely by MOSES by filing with the Chief Human Resources Officer within fourteen calendar days of the receipt of the Step III decision a completed Request for Arbitration form. Once arbitration has been requested by MOSES, a hearing shall be held no later than twelve months from such request. If a hearing is not held within the twelve month period due to inaction of MOSES, the grievance is thereby withdrawn with prejudice and without precedence.

### **Section 23A.3**

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within ten days of HRD's receipt of the Request for Arbitration, MOSES may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

#### **Section 23A.4**

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. Chapter 150C.

Arbitrators will be instructed to issue a decision within thirty (30) days of receipt of the parties post-hearing brief or oral argument.

#### **Section 23A.5**

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

#### **Section 23A.6**

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

#### **Section 23A.7**

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

#### **Section 23A.8**

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 23A.9**

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

#### **Section 23A.10**

A MOSES 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 23A.11**

It is agreed that grievances may be filed by MOSES electronically, either by facsimile or by email as a scanned attachment.

### **Section 23A.12**      **Alternative Dispute Resolution (ADR) Committee**

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

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

**C.**      At, or following the Step III stage of the grievance procedure and in certain designated Agencies, Alternative Dispute Resolution (ADR) pilot programs shall be developed with a goal for initial implementation within six (6) months from the signing date of the Agreement. ADR Programs may include, but shall not be limited to mediation, an oral Step 1 grievance and review committee.

**D.**      Through this provision the Commonwealth shall fund one day of ADR per month.

### **Section 23A.13**

In recognition of their mutual interest in expeditious grievance/arbitration resolution the parties agree to establish a joint MOSES/Management Committee. Management and MOSES shall each appoint an equal number of representatives to the Committee which will convene for the first time by October 1, 2014.

While either side may suggest topics for consideration, the Committee is specifically charged with discussing the following:

- a) Employer provision of MOSES Article 14 Requests for information (RFIs)
- b) Mediation to resolve Article 14 grievances
- c) MOSES' proposal concerning "Optional Expedited Tripartite Arbitration Process"

**ARTICLE 24  
PERSONNEL RECORDS**

**Section 24.1**

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

**Section 24.2**

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

**Section 24.3**

**A.** MOSES or any employee may challenge the accuracy or propriety of such material and personnel evaluation by filing a written statement of the challenge in the personnel file.

**B.** An employee may file a grievance based on a personnel 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 personnel evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statement or statements thereto.

**C.** Warnings or reprimands which are more than three years old shall be removed from the personnel record provided there has been no subsequent discipline imposed.

**ARTICLE 24A  
PERFORMANCE EVALUATION**

**Section 24A.1**

**A.** In accordance with the provisions of Chapter 767 of the Acts of 1981, there shall be established a performance evaluation system for all employees covered by this Agreement.

**B.** Said system shall permit variations in format within and between various departments and agencies. However, any format must meet the following criteria (subject to formal promulgation under M.G.L. Chapter 31, §§.4 and 6A):

1. All employee evaluations shall be in writing and shall be included in the employee's official personnel file. MOSES shall be notified should the employee lack English proficiency to understand the evaluation and its process.

2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade designated by the appointing authority (except in cases of potential conflict of interest or other legitimate reasoning).

3. A final formal evaluation shall be completed once per year for each member of the Bargaining Unit. Probationary employees shall be evaluated at the mid-point of their probationary period. However, the standard employee performance evaluation program shall commence no later than the first July 1st of their employment.

4. 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.

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

6. At least once during the evaluation period, at or near its mid-point, the employee's 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 an "unsatisfactory" or "below" rating.

7. 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.

8. 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.

**C.** Each department/agency shall utilize one of the pre-approved performance evaluation forms.

**D.** There shall be established within each agency a MOSES/Management Committee consisting of not more than four representatives of each party which shall meet at reasonable times to discuss any problems or issues surrounding the implementation of the performance evaluation system.

**E.** Any employee who as a result of an evaluation pursuant to this Agreement receives an overall rating of "unsatisfactory" or "below" shall have the right to appeal such pursuant to Supplemental Agreement III of this Agreement.



F. 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. Chapter 31, Section 6 (C).

### **Section 24A.2**

The parties agree to establish a MOSES/Management Committee on Personnel Records consisting of four representatives selected by MOSES and four representatives selected by HRD. The Committee shall meet bimonthly and shall review and make recommendations concerning the Commonwealth's policies and practices regarding the review and maintenance of personnel records. The Committee shall also discuss problems involving the performance evaluation system which are unrelated to the department/agency MOSES/Management Committees established above.

### **Section 24A.3**

The parties agree to establish a MOSES/Management committee to review and make recommendations to revise the Performance Evaluation Guidelines/Form. Said committee shall consist of four representatives selected by MOSES and four representatives selected by HRD.

## **ARTICLE 25 MANAGERIAL RIGHTS/PRODUCTIVITY**

### **Section 25.1**

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 service 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 25.2**

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

**Section 25.3**

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

**Section 25.4**

Any prior agreement covering employees in Bargaining Unit 9 shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

**ARTICLE 26  
EMPLOYEE PARTICIPATION PROGRAM**

**Section 26.1**      **General**

The Employer and MOSES recognize that the employees who perform the work are one of the most valuable sources of information concerning the methods and means of improving the delivery of services to the public. Therefore, the parties agree to establish an employee participation program which shall be under the direction and control of the Special MOSES/Management Committee set out in Section 26.2.

**Section 26.2**      **Committee**

The Employer and MOSES agree to establish a Special Statewide MOSES/Management Committee, consisting of four representatives appointed by MOSES, and four representatives appointed by the Chief Human Resources Officer. The Committee shall develop recommendations for policies and procedures for agency programs. Such Committee shall function continuously throughout the life of this Agreement.

**ARTICLE 27  
NO STRIKES**

**Section 27.1**

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

**Section 27.2**

MOSES shall exert its best efforts to prevent any violation of Section 27.1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

## **ARTICLE 28 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 unenforceable, and the parties shall meet to discuss amending the provision 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. If no agreement is reached within thirty days of the date the problem arose, then disputes arising under this Article may be submitted by MOSES to expedited arbitration.

## **ARTICLE 29 EFFICIENCY WORKING GROUP**

The parties acknowledge the shared value associated with enhanced service delivery and improved operational efficiency. Continued public confidence in government, and public support for governmental programs, requires an ongoing focus on continuous improvement, and corresponding results. The parties also acknowledge that more efficient service delivery can provide opportunities to reinvest savings to the benefit of those employees that contribute to such favorable outcomes.

In this light, the parties agree, in the course of this contract, to establish a working group that will be charged with identifying no fewer than four pilot programs focused on developing more efficient methods of service delivery in at least three selected service areas. The parties further agree that these pilot programs will complete their work six months prior to the end of this agreement and will produce report(s) detailing each initiative; the iterative steps taken to accomplish its purpose(s); and the service impacts resulting from the initiative. Finally, the parties agree that a portion of any cost savings that result from these initiatives will be returned to employees in the affected bargaining unit, in accordance with a formula determined in advance by mutual agreement of the parties.

The Commonwealth and MOSES each agree to designate seven persons to be named to this working group no later than 30 days from the date of execution of this Agreement.

## **ARTICLE 30 DURATION**

This Agreement shall be for the three year period from July 1, 2017 through June 30, 2020 and the terms contained herein shall be effective upon execution unless otherwise specified. Should a successor agreement not be executed by June 30, 2017, this Agreement shall remain in full force and effect until a successor agreement is executed. At the written request of either party, negotiations for a subsequent agreement will be commenced on after January 1, 2020.

**ARTICLE 31  
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, § 7 in which case the cost items shall be effective on the date provided in the Agreement. The Employer shall make such a request to the General Court. If the General Court rejects the request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

**ARTICLE 32  
WAGE RE-OPENER**

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

**For MOSES**

**For the Commonwealth**

\_\_\_\_\_  
Joseph Dorant, President

\_\_\_\_\_  
John Langan, Director of Employee Relations

\_\_\_\_\_  
Patrick Russell, Vice President

\_\_\_\_\_  
Matthew Halle, Assistant Director of Employee Relations

\_\_\_\_\_  
Christopher Bresnahan, Co-Chair

\_\_\_\_\_  
Alexander Smigliani, Co-Chair

\_\_\_\_\_  
Jennifer Baker

\_\_\_\_\_  
John Bardzik

\_\_\_\_\_  
Joseph Bellino

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B. Marie Cunningham

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Paul Donohue

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Michael Galvin

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Jessica Leger

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Gerry McCullough

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Thomas Mulvey

**APPENDIX A-1  
New Job Group Index**

Current Unit 9 titles shall be allocated as provided below

Title	Job Group Effective 6/10/2018
Aquatic Biologist I	18
Aquatic Biologist II	20
Aquatic Biologist III	22
Aquatic Biologist IV	24
Artist, PWD	20
Bacteriologist I	20
Bacteriologist II	22
Bacteriologist III	24
Biometrician I	12
Biometrician II	14
Biometrician III	16
Chemist I	20
Chemist II	22
Chemist III	24
Chemist IV	26
Chemist V	28
Civil Engineer I	19
Civil Engineer II	21B
Civil Engineer III	23A
Civil Engineer IV	25A
Civil Engineer V	27
Civil Engineer VI	29
Conservation Biologist I	18
Conservation Biologist II	20
Conservation Biologist III	22
Conservation Biologist IV	24
Construction Coordinator I	23
Construction Coordinator II	25
Construction Coordinator III	27
Construction Coordinator IV	29
Contract Prequalification/ Administrator	27
Cultural Resources Specialist	21

Title	Job Group Effective 6/10/2018
District Engineering Inspector I	23
District Engineering Inspector II	25
District Engineering Inspector III	27
District Engineering Inspector IV	29
District Fish and Games Supervisor	24
Economics Program Planner II	20
Electrical Engineer I	19
Electrical Engineer II	21A
Electrical Engineer III	23
Electrical Engineer IV	25
Electrical Engineer V	27
Electrical Engineer VI	29
Engineering Aide I	13
Engineering Aide II	17
Engineering Draftsman	18
Environmental Analyst I	19
Environmental Analyst II	21
Environmental Analyst III	23
Environmental Analyst IV	25
Environmental Analyst V	27
Environmental Analyst VI	29
Environmental Engineer I	19
Environmental Engineer II	21A
Environmental Engineer III	23
Environmental Engineer IV	25
Environmental Engineer V	27
Environmental Engineer VI	29
Environmental Health Inspector 1	17
Environmental Health Inspector II	19
Epidemiologist I	23
Epidemiologist II	25
Epidemiologist III	28
Epidemiologist IV	29A

Title	Job Group Effective 6/10/2018
Fisheries Supervisor	16
Fish and Game Mgt Specialist	18
Fish Culturist I	18
Fish Culturist II	20
Fish Culturist III	22
Forensic Scientist I	20
Forensic Scientist II	22
Forensic Scientist III	24
Forensic Scientist IV	26
Forensic Scientist V	29
Forestry Assistant	15
Forester I	19
Forester II	21
Forester III	23
Game Biologist I	18
Game Biologist II	20
Game Biologist III	22
Game Biologist IV	24
Game Culturist I	18
Game Culturist II	20
General Construction Inspector I	20
General Construction Inspector II	22
Geologist	25
Human Services Program Planner I	18
Human Services Program Planner II	20
Human Services Program Planner III	22
Hydrologist	27
Industrial Safety & Health Inspector I	19
Industrial Safety & Health Inspector II	21
Industrial Safety & Health Inspector III	23
Laboratory Supervisor I	26
Laboratory Supervisor II	28
Laboratory Supervisor III	29

Title	Job Group Effective 6/10/2018
Laboratory Technician I	15
Laboratory Technician II	17
Landscape Architect I	23
Landscape Architect II	25
Mechanical Engineer I	19
Mechanical Engineer II	21A
Mechanical Engineer III	23
Mechanical Engineer IV	25
Microbiologist I	20
Microbiologist II	22
Microbiologist III	24
Microbiologist IV	26
Microbiologist V	28
Natural Resources Specialist	21
Pesticide Registration Spec	18
Planning Assistant	14
Public Utilities Engineer	25
Regional Planner I	19
Regional Planner II	21
Regional Planner III	23
Regional Planner IV	25
Regional Planner V	27
State Building Inspector I	23
State Building Inspector II	25
State Building Inspector III	27
State Building Inspector IV	29
Transportation Program Planner I	19
Transportation Program Planner II	21
Transportation Program Planner III	23
Transportation Program Planner IV	25
Transportation Program Planner V	27
Veterinary Health Officer I	23
Veterinary Health Officer II	29

**APPENDIX A-2  
BU 09 Salary Plans (09A/B)**

**1% increase + 1% revenue trigger for all steps effective 7/9/17**

Gr	1	2	3	4	5	6	7	8	9	10	11	12	13
11	\$1,349.15	\$1,380.26	\$1,412.06	\$1,444.57	\$1,477.88	\$1,511.91	\$1,546.70	\$1,582.36	\$1,618.79	\$1,656.09	\$1,717.79	\$1,823.40	\$1,859.86
12	\$1,377.00	\$1,408.79	\$1,441.27	\$1,474.52	\$1,508.47	\$1,543.27	\$1,578.87	\$1,615.30	\$1,652.51	\$1,690.62	\$1,753.53	\$1,861.31	\$1,898.54
13	\$1,456.08	\$1,489.54	\$1,523.74	\$1,558.74	\$1,594.54	\$1,631.20	\$1,668.63	\$1,707.02	\$1,746.18	\$1,786.33	\$1,852.87	\$1,966.75	\$2,006.09
14	\$1,529.88	\$1,568.59	\$1,608.28	\$1,648.99	\$1,690.66	\$1,733.46	\$1,777.30	\$1,822.27	\$1,868.35	\$1,915.62	\$1,986.95	\$2,109.10	\$2,151.28
15	\$1,610.45	\$1,652.40	\$1,695.52	\$1,739.78	\$1,785.11	\$1,831.70	\$1,879.49	\$1,928.46	\$1,978.82	\$2,030.39	\$2,105.99	\$2,235.46	\$2,280.18
16	\$1,693.18	\$1,739.85	\$1,787.73	\$1,837.03	\$1,887.60	\$1,939.54	\$1,992.96	\$2,047.90	\$2,104.26	\$2,162.22	\$2,242.75	\$2,380.62	\$2,428.23
17	\$1,790.90	\$1,839.69	\$1,889.82	\$1,941.27	\$1,994.18	\$2,048.47	\$2,104.32	\$2,161.65	\$2,220.50	\$2,280.98	\$2,365.93	\$2,511.38	\$2,561.60
18	\$1,882.65	\$1,935.33	\$1,989.57	\$2,045.25	\$2,102.52	\$2,161.38	\$2,221.93	\$2,284.12	\$2,348.03	\$2,413.76	\$2,503.65	\$2,657.55	\$2,710.71
19	\$1,975.96	\$2,032.48	\$2,090.72	\$2,150.58	\$2,212.10	\$2,275.40	\$2,340.55	\$2,407.58	\$2,476.46	\$2,547.37	\$2,642.25	\$2,804.69	\$2,860.78
20	\$2,078.01	\$2,136.60	\$2,196.88	\$2,258.82	\$2,322.48	\$2,387.98	\$2,455.29	\$2,524.54	\$2,595.69	\$2,668.84	\$2,768.26	\$2,938.43	\$2,997.21
21	\$2,171.25	\$2,234.02	\$2,298.64	\$2,365.13	\$2,433.53	\$2,503.84	\$2,576.26	\$2,650.77	\$2,727.41	\$2,806.25	\$2,910.80	\$3,089.72	\$3,151.52
21A	\$2,181.89	\$2,244.97	\$2,309.91	\$2,376.72	\$2,445.46	\$2,516.12	\$2,588.89	\$2,663.75	\$2,740.79	\$2,820.01	\$2,925.07	\$3,104.87	\$3,166.97
21B	\$2,213.82	\$2,277.82	\$2,343.72	\$2,411.50	\$2,481.25	\$2,552.94	\$2,626.78	\$2,702.74	\$2,780.89	\$2,861.28	\$2,967.87	\$3,150.31	\$3,213.32
22	\$2,275.65	\$2,342.46	\$2,411.16	\$2,481.96	\$2,554.83	\$2,629.84	\$2,707.01	\$2,786.49	\$2,868.29	\$2,952.46	\$3,062.41	\$3,250.66	\$3,315.68
23	\$2,388.54	\$2,457.39	\$2,528.21	\$2,601.09	\$2,676.15	\$2,753.22	\$2,832.58	\$2,914.26	\$2,998.25	\$3,084.70	\$3,199.57	\$3,396.27	\$3,464.19
23A	\$2,435.08	\$2,505.26	\$2,577.48	\$2,651.77	\$2,728.29	\$2,806.86	\$2,887.76	\$2,971.04	\$3,056.66	\$3,144.80	\$3,261.91	\$3,462.43	\$3,531.68
24	\$2,492.79	\$2,565.32	\$2,640.02	\$2,716.84	\$2,795.96	\$2,877.31	\$2,961.08	\$3,047.25	\$3,135.94	\$3,227.21	\$3,347.43	\$3,553.24	\$3,624.30
25	\$2,597.87	\$2,674.42	\$2,753.16	\$2,834.32	\$2,917.84	\$3,003.75	\$3,092.27	\$3,183.40	\$3,277.17	\$3,373.71	\$3,499.35	\$3,714.51	\$3,788.79
25A	\$2,648.48	\$2,726.53	\$2,806.80	\$2,889.55	\$2,974.69	\$3,062.27	\$3,152.51	\$3,245.41	\$3,341.01	\$3,439.44	\$3,567.53	\$3,786.87	\$3,862.61
26	\$2,690.64	\$2,770.76	\$2,853.29	\$2,938.32	\$3,025.84	\$3,115.96	\$3,208.78	\$3,304.35	\$3,402.76	\$3,504.09	\$3,634.60	\$3,858.03	\$3,935.19
27	\$2,803.33	\$2,886.19	\$2,971.40	\$3,059.20	\$3,149.55	\$3,242.62	\$3,338.40	\$3,437.01	\$3,538.55	\$3,643.10	\$3,778.77	\$4,011.08	\$4,091.31
28	\$2,914.40	\$3,001.11	\$3,090.42	\$3,182.40	\$3,277.09	\$3,374.58	\$3,475.01	\$3,578.39	\$3,684.84	\$3,794.48	\$3,935.82	\$4,177.76	\$4,261.32
29	\$3,023.06	\$3,113.64	\$3,206.92	\$3,302.97	\$3,401.93	\$3,503.82	\$3,608.79	\$3,716.91	\$3,828.23	\$3,942.88	\$4,089.73	\$4,341.15	\$4,427.98
30	\$3,087.54	\$3,180.18	\$3,275.53	\$3,373.76	\$3,475.03	\$3,579.24	\$3,686.57	\$3,797.18	\$3,911.02	\$4,028.37	\$4,178.39	\$4,435.25	\$4,523.96
31	\$3,200.75	\$3,297.37	\$3,396.86	\$3,499.32	\$3,604.97	\$3,713.74	\$3,825.77	\$3,941.23	\$4,060.12	\$4,182.65	\$4,338.48	\$4,605.19	\$4,697.30
32	\$3,324.75	\$3,425.17	\$3,528.63	\$3,635.22	\$3,745.04	\$3,858.18	\$3,974.71	\$4,094.70	\$4,218.37	\$4,345.79	\$4,507.65	\$4,784.77	\$4,880.46
33	\$3,448.70	\$3,552.95	\$3,660.41	\$3,771.06	\$3,885.07	\$4,002.59	\$4,123.58	\$4,248.23	\$4,376.65	\$4,509.00	\$4,676.94	\$4,964.45	\$5,063.74



**APPENDIX A-2**  
**BU 09 Salary Plans (09A/B)**

% increase in corresponding steps effective 7/8/18

	1.7500%	1.7500%	1.7500%	1.7500%	1.7500%	1.7500%	1.7500%	1.7500%	1.7500%	1.7500%	1.7500%	1.7500%	2.2240%
Gr	1	2	3	4	5	6	7	8	9	10	11	12	13
11	\$1,372.76	\$1,404.41	\$1,436.77	\$1,469.85	\$1,503.74	\$1,538.37	\$1,573.77	\$1,610.05	\$1,647.12	\$1,685.07	\$1,747.85	\$1,855.31	\$1,901.22
12	\$1,401.10	\$1,433.44	\$1,466.49	\$1,500.32	\$1,534.87	\$1,570.28	\$1,606.50	\$1,643.57	\$1,681.43	\$1,720.21	\$1,784.22	\$1,893.88	\$1,940.76
13	\$1,481.56	\$1,515.61	\$1,550.41	\$1,586.02	\$1,622.44	\$1,659.75	\$1,697.83	\$1,736.89	\$1,776.74	\$1,817.59	\$1,885.30	\$2,001.17	\$2,050.71
14	\$1,556.65	\$1,596.04	\$1,636.42	\$1,677.85	\$1,720.25	\$1,763.80	\$1,808.40	\$1,854.16	\$1,901.05	\$1,949.14	\$2,021.72	\$2,146.01	\$2,199.12
15	\$1,638.63	\$1,681.32	\$1,725.19	\$1,770.23	\$1,816.35	\$1,863.75	\$1,912.38	\$1,962.21	\$2,013.45	\$2,065.92	\$2,142.84	\$2,274.58	\$2,330.89
16	\$1,722.81	\$1,770.30	\$1,819.02	\$1,869.18	\$1,920.63	\$1,973.48	\$2,027.84	\$2,083.74	\$2,141.08	\$2,200.06	\$2,282.00	\$2,422.28	\$2,482.23
17	\$1,822.24	\$1,871.88	\$1,922.89	\$1,975.24	\$2,029.08	\$2,084.32	\$2,141.15	\$2,199.48	\$2,259.36	\$2,320.90	\$2,407.33	\$2,555.33	\$2,618.57
18	\$1,915.60	\$1,969.20	\$2,024.39	\$2,081.04	\$2,139.31	\$2,199.20	\$2,260.81	\$2,324.09	\$2,389.12	\$2,456.00	\$2,547.46	\$2,704.06	\$2,771.00
19	\$2,010.54	\$2,068.05	\$2,127.31	\$2,188.22	\$2,250.81	\$2,315.22	\$2,381.51	\$2,449.71	\$2,519.80	\$2,591.95	\$2,688.49	\$2,853.77	\$2,924.40
20	\$2,114.38	\$2,173.99	\$2,235.33	\$2,298.35	\$2,363.12	\$2,429.77	\$2,498.26	\$2,568.72	\$2,641.11	\$2,715.54	\$2,816.70	\$2,989.85	\$3,063.87
21	\$2,209.25	\$2,273.12	\$2,338.87	\$2,406.52	\$2,476.12	\$2,547.66	\$2,621.34	\$2,697.16	\$2,775.14	\$2,855.36	\$2,961.74	\$3,143.79	\$3,221.61
21A	\$2,220.07	\$2,284.26	\$2,350.33	\$2,418.31	\$2,488.26	\$2,560.15	\$2,634.20	\$2,710.37	\$2,788.75	\$2,869.36	\$2,976.26	\$3,159.21	\$3,237.40
21B	\$2,252.56	\$2,317.68	\$2,384.74	\$2,453.70	\$2,524.67	\$2,597.62	\$2,672.75	\$2,750.04	\$2,829.56	\$2,911.35	\$3,019.81	\$3,205.44	\$3,284.78
22	\$2,315.47	\$2,383.45	\$2,453.36	\$2,525.39	\$2,599.54	\$2,675.86	\$2,754.38	\$2,835.25	\$2,918.49	\$3,004.13	\$3,116.00	\$3,307.55	\$3,389.42
23	\$2,430.34	\$2,500.39	\$2,572.45	\$2,646.61	\$2,722.98	\$2,801.40	\$2,882.15	\$2,965.26	\$3,050.72	\$3,138.68	\$3,255.56	\$3,455.70	\$3,541.23
23A	\$2,477.69	\$2,549.10	\$2,622.59	\$2,698.18	\$2,776.04	\$2,855.98	\$2,938.30	\$3,023.03	\$3,110.15	\$3,199.83	\$3,318.99	\$3,523.02	\$3,610.22
24	\$2,536.41	\$2,610.21	\$2,686.22	\$2,764.38	\$2,844.89	\$2,927.66	\$3,012.90	\$3,100.58	\$3,190.82	\$3,283.69	\$3,406.01	\$3,615.42	\$3,704.90
25	\$2,643.33	\$2,721.22	\$2,801.34	\$2,883.92	\$2,968.90	\$3,056.32	\$3,146.38	\$3,239.11	\$3,334.52	\$3,432.75	\$3,560.59	\$3,779.51	\$3,873.05
25A	\$2,694.83	\$2,774.24	\$2,855.92	\$2,940.12	\$3,026.75	\$3,115.86	\$3,207.68	\$3,302.20	\$3,399.48	\$3,499.63	\$3,629.96	\$3,853.14	\$3,948.51
26	\$2,737.73	\$2,819.25	\$2,903.22	\$2,989.74	\$3,078.79	\$3,170.49	\$3,264.93	\$3,362.18	\$3,462.31	\$3,565.41	\$3,698.21	\$3,925.55	\$4,022.71
27	\$2,852.39	\$2,936.70	\$3,023.40	\$3,112.74	\$3,204.67	\$3,299.37	\$3,396.82	\$3,497.16	\$3,600.47	\$3,706.85	\$3,844.90	\$4,081.27	\$4,182.30
28	\$2,965.40	\$3,053.63	\$3,144.50	\$3,238.09	\$3,334.44	\$3,433.64	\$3,535.82	\$3,641.01	\$3,749.32	\$3,860.88	\$4,004.70	\$4,250.87	\$4,356.09
29	\$3,075.96	\$3,168.13	\$3,263.04	\$3,360.77	\$3,461.46	\$3,565.14	\$3,671.94	\$3,781.96	\$3,895.22	\$4,011.88	\$4,161.30	\$4,417.12	\$4,526.46
30	\$3,141.57	\$3,235.83	\$3,332.85	\$3,432.80	\$3,535.84	\$3,641.88	\$3,751.08	\$3,863.63	\$3,979.46	\$4,098.87	\$4,251.51	\$4,512.87	\$4,624.57
31	\$3,256.76	\$3,355.07	\$3,456.31	\$3,560.56	\$3,668.06	\$3,778.73	\$3,892.72	\$4,010.20	\$4,131.17	\$4,255.85	\$4,414.40	\$4,685.78	\$4,801.77
32	\$3,382.93	\$3,485.11	\$3,590.38	\$3,698.84	\$3,810.58	\$3,925.70	\$4,044.27	\$4,166.36	\$4,292.19	\$4,421.84	\$4,586.53	\$4,868.50	\$4,989.00
33	\$3,509.05	\$3,615.13	\$3,724.47	\$3,837.05	\$3,953.06	\$4,072.64	\$4,195.74	\$4,322.57	\$4,453.24	\$4,587.91	\$4,758.79	\$5,051.33	\$5,176.36

**APPENDIX A-2  
BU 09 Salary Plans (09A/B)**

**% increase in corresponding steps effective 7/7/19**

	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>1.7500%</b>	<b>2.2240%</b>
<b>Gr</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
11	\$1,396.78	\$1,428.99	\$1,461.91	\$1,495.57	\$1,530.06	\$1,565.29	\$1,601.31	\$1,638.23	\$1,675.94	\$1,714.56	\$1,778.44	\$1,887.78	\$1,943.50
12	\$1,425.62	\$1,458.53	\$1,492.15	\$1,526.58	\$1,561.73	\$1,597.76	\$1,634.61	\$1,672.33	\$1,710.86	\$1,750.31	\$1,815.44	\$1,927.02	\$1,983.92
13	\$1,507.49	\$1,542.13	\$1,577.54	\$1,613.78	\$1,650.83	\$1,688.80	\$1,727.54	\$1,767.29	\$1,807.83	\$1,849.40	\$1,918.29	\$2,036.19	\$2,096.32
14	\$1,583.89	\$1,623.97	\$1,665.06	\$1,707.21	\$1,750.35	\$1,794.67	\$1,840.05	\$1,886.61	\$1,934.32	\$1,983.25	\$2,057.10	\$2,183.57	\$2,248.03
15	\$1,667.31	\$1,710.74	\$1,755.38	\$1,801.21	\$1,848.14	\$1,896.37	\$1,945.85	\$1,996.55	\$2,048.69	\$2,102.07	\$2,180.34	\$2,314.39	\$2,382.73
16	\$1,752.96	\$1,801.28	\$1,850.85	\$1,901.89	\$1,954.24	\$2,008.02	\$2,063.33	\$2,120.21	\$2,178.55	\$2,238.56	\$2,321.94	\$2,464.67	\$2,537.43
17	\$1,854.13	\$1,904.64	\$1,956.54	\$2,009.81	\$2,064.59	\$2,120.80	\$2,178.62	\$2,237.97	\$2,298.90	\$2,361.52	\$2,449.46	\$2,600.05	\$2,676.81
18	\$1,949.12	\$2,003.66	\$2,059.82	\$2,117.46	\$2,176.75	\$2,237.69	\$2,300.37	\$2,364.76	\$2,430.93	\$2,498.98	\$2,592.04	\$2,751.38	\$2,832.63
19	\$2,045.72	\$2,104.24	\$2,164.54	\$2,226.51	\$2,290.20	\$2,355.74	\$2,423.19	\$2,492.58	\$2,563.90	\$2,637.31	\$2,735.54	\$2,903.71	\$2,989.44
20	\$2,151.38	\$2,212.03	\$2,274.45	\$2,338.57	\$2,404.47	\$2,472.29	\$2,541.98	\$2,613.67	\$2,687.33	\$2,763.06	\$2,865.99	\$3,042.17	\$3,132.01
21	\$2,247.91	\$2,312.90	\$2,379.80	\$2,448.63	\$2,519.45	\$2,592.24	\$2,667.21	\$2,744.36	\$2,823.70	\$2,905.33	\$3,013.57	\$3,198.81	\$3,293.26
21A	\$2,258.92	\$2,324.23	\$2,391.46	\$2,460.63	\$2,531.80	\$2,604.95	\$2,680.30	\$2,757.80	\$2,837.55	\$2,919.57	\$3,028.34	\$3,214.50	\$3,309.40
21B	\$2,291.98	\$2,358.24	\$2,426.47	\$2,496.64	\$2,568.85	\$2,643.08	\$2,719.52	\$2,798.17	\$2,879.08	\$2,962.30	\$3,072.66	\$3,261.54	\$3,357.83
22	\$2,355.99	\$2,425.16	\$2,496.29	\$2,569.58	\$2,645.03	\$2,722.69	\$2,802.58	\$2,884.87	\$2,969.56	\$3,056.70	\$3,170.53	\$3,365.43	\$3,464.80
23	\$2,472.87	\$2,544.15	\$2,617.47	\$2,692.93	\$2,770.63	\$2,850.42	\$2,932.59	\$3,017.15	\$3,104.11	\$3,193.61	\$3,312.53	\$3,516.17	\$3,619.99
23A	\$2,521.05	\$2,593.71	\$2,668.49	\$2,745.40	\$2,824.62	\$2,905.96	\$2,989.72	\$3,075.93	\$3,164.58	\$3,255.83	\$3,377.07	\$3,584.67	\$3,690.51
24	\$2,580.80	\$2,655.89	\$2,733.23	\$2,812.76	\$2,894.68	\$2,978.89	\$3,065.63	\$3,154.84	\$3,246.66	\$3,341.15	\$3,465.62	\$3,678.69	\$3,787.30
25	\$2,689.59	\$2,768.84	\$2,850.36	\$2,934.39	\$3,020.86	\$3,109.81	\$3,201.44	\$3,295.79	\$3,392.87	\$3,492.82	\$3,622.90	\$3,845.65	\$3,959.19
25A	\$2,741.99	\$2,822.79	\$2,905.90	\$2,991.57	\$3,079.72	\$3,170.39	\$3,263.81	\$3,359.99	\$3,458.97	\$3,560.87	\$3,693.48	\$3,920.57	\$4,036.32
26	\$2,785.64	\$2,868.59	\$2,954.03	\$3,042.06	\$3,132.67	\$3,225.97	\$3,322.07	\$3,421.02	\$3,522.90	\$3,627.80	\$3,762.93	\$3,994.25	\$4,112.18
27	\$2,902.31	\$2,988.09	\$3,076.31	\$3,167.21	\$3,260.75	\$3,357.11	\$3,456.26	\$3,558.36	\$3,663.48	\$3,771.72	\$3,912.19	\$4,152.69	\$4,275.31
28	\$3,017.29	\$3,107.07	\$3,199.53	\$3,294.76	\$3,392.79	\$3,493.73	\$3,597.70	\$3,704.73	\$3,814.93	\$3,928.45	\$4,074.78	\$4,325.26	\$4,452.97
29	\$3,129.79	\$3,223.57	\$3,320.14	\$3,419.58	\$3,522.04	\$3,627.53	\$3,736.20	\$3,848.14	\$3,963.39	\$4,082.09	\$4,234.12	\$4,494.42	\$4,627.13
30	\$3,196.55	\$3,292.46	\$3,391.17	\$3,492.87	\$3,597.72	\$3,705.61	\$3,816.72	\$3,931.24	\$4,049.10	\$4,170.60	\$4,325.91	\$4,591.85	\$4,727.42
31	\$3,313.75	\$3,413.78	\$3,516.80	\$3,622.87	\$3,732.25	\$3,844.86	\$3,960.84	\$4,080.38	\$4,203.47	\$4,330.33	\$4,491.65	\$4,767.78	\$4,908.56
32	\$3,442.13	\$3,546.10	\$3,653.21	\$3,763.57	\$3,877.27	\$3,994.40	\$4,115.04	\$4,239.27	\$4,367.30	\$4,499.22	\$4,666.79	\$4,953.70	\$5,099.96
33	\$3,570.46	\$3,678.39	\$3,789.65	\$3,904.20	\$4,022.24	\$4,143.91	\$4,269.17	\$4,398.21	\$4,531.17	\$4,668.20	\$4,842.07	\$5,139.73	\$5,291.48

**APPENDIX B  
SUPPLEMENTAL AGREEMENT I**

The parties agree that All Unit 9 employees are covered by the provisions of Paragraphs A and B below:

- A. Any employee who resigned or was granted a leave of absence to enter service in the armed forces of the United States, under the provision of Chapter 708, Acts of 1941, as amended, and who, upon honorable discharge from such service in said armed forces has returned or returns to the service of the Commonwealth, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to his/her entry into such service in said armed forces which had not been granted prior to military leave and, in addition, that portion of the vacation allowance earned in the vacation year during which he/she entered such service, up to the time of military leave, provided, that no monetary or other allowance has already been made therefore.
  
- B. Employees who are reinstated after military leave as referred to in Paragraph A may be granted one full year's vacation allowance for the year in which they returned or return; provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. If an insufficient period of time remains in that vacation year to permit the granting of a full allowance, the entire period remaining may be so used. Neither the above usage, nor absence due to military leave shall, in any way, affect vacation credits earned by such employees in the vacation year in which they return from military service.

**APPENDIX B  
SUPPLEMENTAL AGREEMENT II**

The parties understand that the following contract provisions remain in effect for any employee in a Unit 9 job title as of December 27, 1986, affected by implementation of the Classification Study effective December 28, 1986:

- A. An employee in a Unit 9 title as of December 27, 1986, which is reclassified to a lower job grade effective December 28, 1986, shall continue to be paid at the job grade he/she held as of December 27, 1986, for whatever period he/she serves in the title reclassified lower, unless subsequent to promotion to a higher title he/she is returned for disciplinary reasons to the title reclassified lower.
  
- B. An employee serving as of December 27, 1986, in a title higher than a title reclassified to a lower job grade effective December 28, 1986, who is reduced in grade for other than disciplinary reasons to the title reclassified lower shall be placed in the job grade for that title which existed on December 27, 1986.

## **APPENDIX B SUPPLEMENTAL AGREEMENT III**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division, and the Massachusetts Organization of State Engineers and Scientists, Unit 9. This Memorandum of Understanding reflects a clarification of Articles 12 and 24A of the collective bargaining agreement concerning merit based pay for performance. It shall be agreed that:

1. All EPRS evaluations shall be based on a “below”, “meets”, “exceeds” system. Such system shall commence on July 1, 2000.
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 duties” shall not have a greater impact than other areas of the employee’s evaluation for the purpose of any rating.
4.
  - A. Any appeal of a final “unsatisfactory” or “below” rating shall be initiated at a Merit Arbitration Panel as designated below.
  - B. Said appeal shall be filed within 21 calendar days with the Human Resources Division.
  - C. Only employees receiving a rating of “unsatisfactory” or “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 Chief Human Resources Officer, one person designated by the President of MOSES 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 of rating of “unsatisfactory” or “below” was justified.
  - F. The decision of the Merit Arbitration Panel shall be final and binding and any employee having an “unsatisfactory” or “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.
5. Supervisors and Managers shall not use performance evaluations to threaten or coerce employees in any matter.
6. There shall be no pre-determined formula or ratio used to establish the number of “unsatisfactory” or “below” ratings given.

7. Job duties and performance criteria shall be observable and measurable to the extent practicable.
8. 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.
9. Any employee who receives an “unsatisfactory” or “below” evaluation shall be re-evaluated thirty days after the completion of his/her final evaluation. The Department/Agency shall file a remedial plan for an employee receiving an “unsatisfactory” or “below” rating. Each re-review period shall be thirty days in length to a maximum of six months. The employee shall have his/her re-evaluations done each 30 day period until a “satisfactory” or “meets” rating is achieved or six months pass whichever is first.

Employees that may be nearing an “unsatisfactory” or “below” rating shall be counseled by his/her supervisor at least three 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 “satisfactory” or “meets” rating.

During the process of the re-review, the employee who continues to receive an “unsatisfactory” or “below” rating 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 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 “unsatisfactory” or “below” review.

10. Once an employee receives a “satisfactory” or “meets” 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 “satisfactory” or “meets” rating. Any employee’s anniversary date for step purposes shall not be retarded upon receiving the “satisfactory” or “meets” rating.
11. An 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 “satisfactory” or “meets”.
12. All performance merit ratings shall be based on the current EPRS system as found in Article 24A of the current Agreement and all payments of salary and/or step increases shall be based on current language found in Article 12 relating to pay for performance.
13. All financial considerations (i.e., merit increases, step rate increases) shall be based on the employee’s most recent, final annual evaluation.
14. 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 “satisfactory”, “meets” or “exceeds”.

**APPENDIX C**  
**NON-SELECTION FORM for**  
**PROMOTIONS UNDER ARTICLE 14**  
**MOSES UNIT 9 AGREEMENT**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Employee ID Number \_\_\_\_\_

Position Held (Job Group) \_\_\_\_\_

Position Sought (Job Group) \_\_\_\_\_

**We regret to inform you that another applicant (s):**

\_\_\_\_\_ has been selected for the position you sought

located at \_\_\_\_\_

via Promotional Bulletin \_\_\_\_\_

That applicants) has been selected because he/she has been deemed to be more qualified than you because of one or more of the following reasons:

**Greater ability to do the job as determined by:**

1. (a) Experience and competence (job performance) in the same or related work  
(b) Education and training related to the vacant position
2. Seniority, as measured by length of service within the appointing authority
3. Work history
4. A person from outside the department/ agency has been selected.

This notice is for the purpose of meeting the requirements of ARTICLE 14, Section 3(j). It does not preclude either party from raising other issues under the provisions of Article 23A of the Agreement.

By \_\_\_\_\_

Title \_\_\_\_\_

**APPENDIX D  
(APPENDIX TO ARTICLE 17)**

**CLASSIFICATION AND RE-CLASSIFICATION**

The Commonwealth and MOSES agree that during the term of this agreement the Commonwealth shall retain the unreserved right to implement revised job specifications for job titles certified to bargaining unit 9 except when:

- The revised job specification will require a change in minimum entrance requirements that would adversely affect promotional opportunities for employees in bargaining unit 9

Or

- The revised job specification contains level distinguishing characteristics that are more restrictive than current and prevailing employment practices.

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

The provisions of this Appendix shall be effective from July 1, 2014 through June 30, 2020.



**APPENDIX E  
COMMONWEALTH OF MASSACHUSETTS**

**PROGRAM GUIDELINES  
FOR ALTERNATIVE WORK OPTIONS**

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

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

**I. Definitions:**

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

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

- **Bandwidth:** The earliest time an employee may begin work to the latest time work may end.
- **Core Hours:** The designated time period during when all employees must be at work regardless of an alternative schedule. Agencies will define core hours as the range of hours (example 10am-2pm or 10-11am and 1-3pm) in a day when employees must be at work, inclusive of a meal period. Example of an exception: Employees working four and one-half day schedules are exempt from charging leave time (vacation, sick, or personal time) or unpaid time off.
- **Meal Break:** Federal and state law require employees to take a break for a minimum of 30 minutes after six consecutive hours of work. With prior approval, an employee may take a longer meal break.
- **Holidays:** Regardless of how many hours an employee normally works in a day, all holiday pay is for a maximum of 7.5 hours or 8 hours (pro-rated for part-time employees).
- **Sick, Vacation and Personal Leave:** Approved sick, personal and vacation leave may be charged for core time missed. If a whole day is taken off, an employee must charge their accrued leave time to cover their regularly scheduled hours for that day.
- **Overtime/Comp. Time Policy:** Refer to the Collective Bargaining Agreement.
- **Default Schedule:** Prior approved work schedule.
- **Operational Need:** The Agency must have necessary staff present in order to operate during business hours so there is no disruption in the workplace. The Agency must also ensure that there is staff to meet the responsibilities of the workplace. (Employees must report to the work site or any other designated location for any required trainings or meetings.)
- Any and all other options mutually agreed upon.

## **II. Eligibility:**

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

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

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

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

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

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

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

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

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

## **APPENDIX E ALTERNATIVE WORK OPTION APPLICATION FORM**

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

**Start Date Requested:** \_\_\_\_\_ **Employee ID:** \_\_\_\_\_

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

**Work Address:** \_\_\_\_\_ **Work Phone #:** \_\_\_\_\_

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

Please Note: Weekend Shifts are available only at Agencies that operate on those days.

**Reason for Request (voluntary):** \_\_\_\_\_

Attach additional pages if necessary

If applicable, my requested AWO schedule is as follows:

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

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

Title	Approved	Denied	Modified
Supervisor			
Manager			
Sr. Manager			

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

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

\_\_\_\_\_  
**Supervisor Signature**

\_\_\_\_\_  
**Manager Signature**

\_\_\_\_\_  
**Sr. Manager Signature**

**APPENDIX F  
 OPERATING CRITERIA & PROCEDURES FOR  
 MUTUAL AID RESERVE FUND (MARF)**



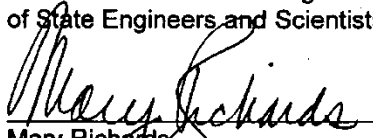
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS AND SCIENTISTS**

The parties agree that the employees covered by this collective bargaining agreement will be permitted to participate in the Employer's Adoption Assistance Program.

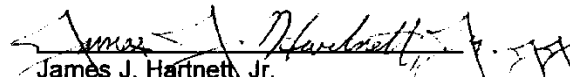
The Provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 29.

Signed this 16<sup>th</sup> day of November, 1999.

For the Massachusetts Organization  
of State Engineers and Scientists:

  
Mary Richards,  
President

For the Commonwealth of  
Massachusetts:

  
James J. Hartnett, Jr.  
Personnel Administrator

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS AND SCIENTISTS**

**Regarding MOSES Leave**

- A. The parties agree and understand that economy of time and human resources would be best preserved through the grant of paid leave for approved MOSES activities to a limited number of MOSES officials. As such, the Commonwealth agrees to grant up to thirty-five (35) hours per week in paid leave to two (2) MOSES officials, as designated by MOSES, who conduct approved MOSES activities as described below. Such approval will be based on timely submission to HRD of requests for paid leave on a weekly basis. Such submission shall be made prior to the beginning of the week in question and shall not be unreasonably denied. MOSES will forward to HRD a description of the approved MOSES activity for the week prior on the Wednesday following the leave. For the purpose of this Agreement, the following shall be deemed approved MOSES activities:
1. Attendance at Statewide, departmental/agency, facility and local Labor-Management committee meetings, including reasonable travel and preparation time;
  2. Investigation and processing of grievances, including reasonable travel time;
  3. Attendance at grievance and arbitration hearings, including reasonable travel and preparation time;
  4. Participation in mid-term negotiations, with allowance for reasonable travel and preparation time;
  5. Participation in departmental/agency meetings or Committees, where designated, including reasonable travel and preparation time;
  6. Representation of employees during departmental/agency investigations, hearings and administrative inquiries within a department/agency;
  7. Non-grievance dispute resolution, including reasonable travel and preparation time;
  8. Attendance at hearings before the Massachusetts Civil Service Commission, including reasonable travel and preparation time;
  9. Reasonable travel and preparation time for the above approved MOSES activities; and,
  10. Legislative activities on behalf of employees covered by this Agreement, which are not prohibited by the Commonwealth's Conflict of Interest Law.
- B. Additionally, the MOSES official identified by MOSES pursuant to paragraph A, above, shall be authorized to utilize up to five (5) hours of unpaid MOSES leave for any of the purposes identified above or for the purposes delineated in Article 5, Section 4 of the parties' Collective Bargaining Agreement.
- C. The Employer agrees to commence negotiation with MOSES upon MOSES' request, regarding the subject of full time paid leave for MOSES business in the event that the necessary provisions of the Massachusetts General Laws are amended to allow the parties to bargain for such leave.

The Provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 31.

Signed this 9th day of July 2007.

For MOSES Unit 9:

For the Commonwealth:

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Joseph Dorant

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Matthew Hale



**Memorandum of Understanding  
Between the  
Commonwealth of Massachusetts  
And the  
Massachusetts Organization of State Engineers and Scientists**

**Regarding Implementation of HR/CMS**

The Commonwealth of Massachusetts ("Employer") and the Massachusetts Organization of State Engineers and Scientists, ("MOSES"), representing employees in Bargaining Unit 9, agree to the following understanding reached during negotiations for a successor Collective Bargaining Agreement. It is agreed to by the parties that:

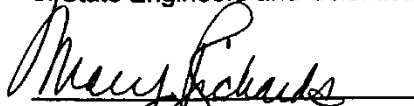
The Commonwealth recognizes that under Massachusetts General Laws, Chapter 149, Section 148, employees are entitled to receive a suitable paycheck or pay slip and will conform to such statute until or unless it is amended. MOSES reserves its right to oppose any amendment or alteration of said law;

The Commonwealth will make every effort to ensure that no cost impact will occur to employees throughout the implementation of HR/CMS.

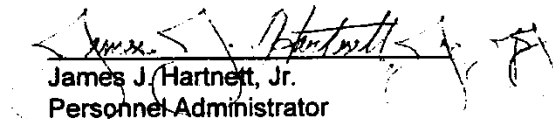
The Provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 31.

Signed this 16th day of November 1999.

For the Massachusetts Organization  
of State Engineers and Scientists:

  
\_\_\_\_\_  
Mary Richards,  
President

For the Commonwealth of  
Massachusetts:

  
\_\_\_\_\_  
James J. Hartnett, Jr.  
Personnel Administrator

**Memorandum of Understanding  
Between the  
Commonwealth of Massachusetts  
and the  
Massachusetts Organization of State Engineers and Scientists**

**Electronic Transfers**

The Commonwealth of Massachusetts, through the Human Resources Division (HRD), and the Massachusetts Organization of State Engineers and Scientists, (MOSES), are parties to a Collective Bargaining Agreement which provides for employees covered by the terms and conditions of the Agreement to have their salaries transferred electronically by means of direct deposit. Whereas MOSES has expressed concern that not all employees would be able to avail themselves of the electronic transfer because of severe hardship, the parties agree as follows:

The Commonwealth and MOSES agree that all employees will have their net salary checks electronically forwarded to an account or accounts selected by the employee;

In the extraordinary event that MOSES 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 not an ATM available within a reasonable geographic distance from an employee's worksite or home, or in the case of domestic violence where a person purposely does not want to have an account for safety reasons, MOSES shall petition the Human Resources Division for a Direct Deposit Special Exemption;

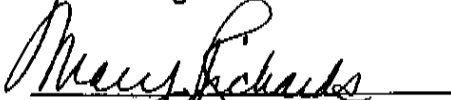
The Human Resources Division, in concert with the Office of the State Comptroller, shall review the request for the Direct Deposit Special Exemption filed by MOSES and will notify MOSES of its finding;

The Parties agree that no other appeal may be commenced by the employee or MOSES relative to the Direct Deposit Special Exemption and further, that this Memorandum is not grievable and is inarbitrable.

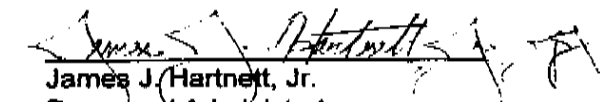
The Provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 31.

Signed this 16th day of November, 1999.

**For the Massachusetts Organization  
of State Engineers and Scientists:**

  
Mary Richards,  
President

**For the Commonwealth of  
Massachusetts:**

  
James J. Hartnett, Jr.  
Personnel Administrator

**Memorandum of Understanding  
Between the  
Commonwealth of Massachusetts  
and the  
Massachusetts Organization of State Engineers and Scientists**

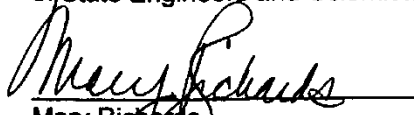
**MBTA Passes**

Contingent on compliance with all federal and state regulations, and as soon as is administratively feasible for the Employer, the Commonwealth agrees to deduct the cost of MBTA passes from an employee's salary on a pre-tax basis for all employees who wish to participate in such a program.

The Provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 31.

Signed this 16th day of November, 1999.

For the Massachusetts Organization  
of State Engineers and Scientists:

  
Mary Richards,  
President

For the Commonwealth of  
Massachusetts:

  
James J. Hartnett, Jr.  
Personnel Administrator

**Memorandum of Understanding  
Between the  
Commonwealth of Massachusetts  
And the  
Massachusetts Organization of State Engineers and Scientists**

**MOSES/Commonwealth Employee Expenses Committee**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, through the Human Resources Division and MOSES, Unit 9. The parties shall create a "MOSES/Commonwealth Employee Expenses Committee" ("Committee"), consisting of six members, three of whom shall be appointed by the President of MOSES and three of whom shall be appointed by the Chief Human Resources Officer or her designee. The Committee shall meet at the request of either party. The purpose of the Committee shall be as follows:

- (1) The Committee shall, as its primary purpose, review and analyze the relationship between the price of gasoline and the Commonwealth's rate of reimbursement for Unit 9 employees' utilization of personal vehicles for official and authorized Commonwealth business. The Committee shall include in its analysis a review of trends in gasoline prices. The Committee may, where appropriate, make (a) non-binding recommendation(s) to the parties for (an) adjustment(s) to the Article 11 mileage reimbursement rate. The mileage reimbursement rate shall ultimately be addressed through the Collective Bargaining process.
- (2) The Committee, as its secondary purpose, shall periodically review, discuss and analyze other employee expenses, including, but not limited to, meal reimbursements. The Committee may, as it deems appropriate, make similar non-binding recommendations to the parties for adjustments to Article 11's reimbursement rates. Absent agreement by both parties to the Committee's recommendation (s), if any, other employee expenses shall be addressed through the Collective Bargaining process (i.e. negotiations).

The parties agree and understand that this Committee is exploratory and advisory in nature and that any problems identified will be ultimately addressed through the Collective Bargaining process.

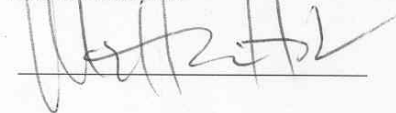
Signed this 21 day of December, 2005.

For the Massachusetts Organization  
of State Engineers and Scientists

*Wallace W. McCarroll*

Wallace W. McCarroll,  
President

For the Commonwealth of  
Massachusetts:



**Memorandum of Understanding  
Between the  
Commonwealth of Massachusetts  
And the  
Massachusetts Organization of State Engineers and Scientists**

**Classification Study Committee**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, through the Human Resources Division and MOSES, Unit 9. The parties shall create a "Classification Study Committee" ("Committee"), which shall consist of eight members, four of whom shall be appointed by the President of MOSES and four of whom shall be appointed by the Chief Human Resources Officer or her designee. The Committee shall meet at the request of either party. The purpose of this Classification Study Committee shall be as follows:

- (1) The Committee shall review compensation levels of Unit 9 employees occupying job titles in Job Grades 25 through 29 in order to identify salary compression issues that may exist in titles. Should the Committee identify any such salary compression issues, it will discuss possible means to resolve such issues;
- (2) The Classification Study Committee shall review all single level Job Titles in Unit 9 and, should the Committee agree that a career ladder is necessary and/or in the best interests of MOSES and the Commonwealth, it will attempt resolution through the exploration of the creation of an appropriate job series, or, where appropriate and in the best interests of productivity to the general public, merging single Job Titles into existing and related multi level Unit 9 Job Series'.

The parties agree and understand that this Committee is exploratory and advisory in nature and that any problems identified will be ultimately addressed through the Collective Bargaining process (i.e. negotiations). Nothing in this memorandum shall serve to abrogate the authority of the Chief Human Resources Officer to make determinations regarding classifications and job grades as set forth in applicable statute or the parties' Collective Bargaining Agreement.

Signed this 21 day of December, 2005.

For the Massachusetts Organization  
Of State Engineers and Scientists:

Wallace W. McCarroll  
Wallace W. McCarroll,  
President

For the Commonwealth of  
Massachusetts:

[Signature]

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS AND  
MOSES**

**Vacation Accruals for Current Employees**

Current employees with less than 4.5 years of creditable service as of the date of this MOU may, upon the approval of the Appointing Authority, begin accruing vacation credits at the rate of 4.326975 hours (37.5/week) or 4.61544 hours (40/week).

To be eligible, employees must have had at least 4.5 years of relevant work history prior to commencement of employment with the Commonwealth.

Employees must apply within 6 months of the implementation of the parties' Collective Bargaining Agreement, on a form to be supplied by their Appointing Authority. If approved, the commencement of the enhanced vacation accrual will be effective July 1, 2018. If the employee fails to file a request within the allotted six months, he/she shall be eligible to receive enhanced vacation accrual on a prospective basis. If the employees' vacation accrual is changed, the employees will remain at this rate until they reach 9.5 years of creditable service with the Commonwealth.

Grievances of an Appointing Authority's denial of accelerated vacation accrual may be processed in an expedited Alternative Dispute Resolution (ADR) hearing upon request by MOSES.

COMMONWEALTH OF MASSACHUSETTS

EMPLOYEE RELEVANT SERVICE REQUEST FORM  
FOR VACATION ACCRUAL STATUS ADJUSTMENT

(To be returned to the agency human resources/payroll office after completion by employee)

*I understand that current employees accruing two weeks of vacation may apply to receive a three week accrual, effective July 1, 2018, if they meet the threshold of four and one half years relevant work experience at the time of hire. I wish to be considered for accelerated vacation accrual status, and I hereby certify that I had at least four and one half (4.5) years of the following relevant work experience at my time of hire. I am including either a current resume, or the resume I submitted at the time of hire and submit the following information.*

Name \_\_\_\_\_ Current Department \_\_\_\_\_

Current Job Title \_\_\_\_\_

Bargaining Unit \_\_\_\_\_ Work Email Address \_\_\_\_\_

Area Code/Telephone # \_\_\_\_\_ Employee ID Number \_\_\_\_\_

Agency Date of Hire \_\_\_\_\_

Please provide a detailed description of relevant job and/or professional experience, amounting to at least four and one half (4 ½) years, **at time of agency hire** (attach extra pages if necessary):

Name of Employer: \_\_\_\_\_

Dates of Employment: \_\_\_\_\_

Description of relevant job duties: \_\_\_\_\_

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

Name of Employer: \_\_\_\_\_

Dates of Employment: \_\_\_\_\_

Description of relevant job duties: \_\_\_\_\_

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

Name of Employer: \_\_\_\_\_

Dates of Employment: \_\_\_\_\_

Description of relevant job duties: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

***SUBMISSION MUST BE RECEIVED NO LATER THAN December 13, 2018  
[6 months from date of the implementation of this agreement]***

---

Approval:

\_\_\_\_\_  
Agency Head or Designee

\_\_\_\_\_  
Date

Resume included: \_\_\_\_ (Y/N)



**Memorandum of Understanding between the  
Commonwealth of Massachusetts  
and the  
Massachusetts Organization of State Engineers and Scientists**

**Regarding State of Emergency**

During a declared state of Emergency, employees that have been designated emergency personnel that have a documented hardship which prevents the employee from getting to work during said emergency may utilize appropriate leave balances provided that personal leave, if available, is utilized first.

Employees that have been designated as emergency personnel shall have flexibility regarding late arrival to work and the ability to utilize appropriate leave balances so long as the employee has notified the employer, at least one (1) hour prior to the starting time of their shift, that due to the state of Emergency, the employee is unable to arrive at the normal starting time of the shift. In single shift agencies, employees requesting to use appropriate leave balances must notify the designated representative not later than fifteen (15) minutes after the start of the workday. In such situations, personal leave, if available, must be utilized first.

The parties agree to establish a joint labor management committee to continue further discussion on this topic and other aspects of emergency and un-planned work, compensation and safety, during the life of the Collective Bargaining Agreement.

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

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

**Memorandum of Understanding  
between the  
Commonwealth of Massachusetts  
and the  
Massachusetts Organization of State Engineers and Scientists**

**Use of Bereavement Leave**

Any denial of a request for reasonable use of bereavement leave may be reviewed and considered by the Human Resources Division's Office of Employee Relations upon request.

**MEMORANDUM OF UNDERSTANDING**  
Between  
**THE COMMONWEALTH OF MASSACHUSETTS**  
AND  
**THE MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS AND SCIENTISTS (MOSES)**  
**BARGAINING UNIT 9**  
Regarding Longevity Payments

Pursuant to Article 12, Section 13 of the July 2014-June 2017 Collective Bargaining Agreement between the Commonwealth and MOSES Unit 9, the parties agree to the establishment of Longevity Payments for eligible bargaining unit members. Said payments shall be accomplished by use of the so-called "Quarter Point" monies provided in said Section 13, and shall be implemented as described below.

1. Such payments shall be based upon years of state service as follows:

20-24 years: \$500 annually  
25-29 years: \$750 annually  
30-34 years: \$1,000 annually  
35 or more years: \$1,500 annually

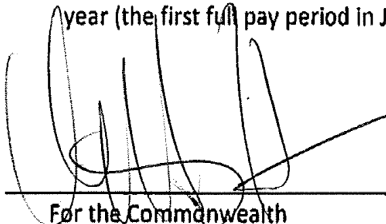
2. For the purpose of initial implementation during Fiscal Year 2018, the aforementioned amounts shall be allotted as one-time, lump sum payments to eligible members. Said payments shall occur during the pay period that begins June 10, 2018 and results in pay advices dated June 29, 2018.

3. Beginning the first full pay period in July, 2018, and continuing thereafter, Longevity Payments shall be made in biweekly increments as follows:

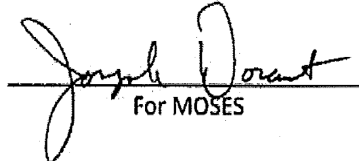
20-24 years: \$19.23 biweekly (\$500 annual)  
25-29 years: \$28.85 biweekly (\$750 annual)  
30-34 years: \$38.46 biweekly (\$1,000 annual)  
35 or more years: \$57.69 biweekly (\$1,500 annual)

4. Said payments shall not be prorated for part time employees.

5. Employees will begin to receive the applicable Longevity amounts at the beginning of the fiscal year (the first full pay period in July) during which they will become eligible.

  
\_\_\_\_\_  
For the Commonwealth

8/24/18  
Date

  
\_\_\_\_\_  
For MOSES

5-23-2018  
Date

## MOSES

### CODE OF CONDUCT

#### Commonwealth of Massachusetts/Unit Nine Employees

*“No responsibility of Government is more fundamental than the responsibility for maintaining the highest standards of ethical behavior by those who conduct the public business. There can be no dissent from the principle that all officials must act with unwavering integrity, absolute impartiality, and complete devotion to the public interest. This principle must be followed not only in reality but in appearance. For the basis of effective government is public confidence, and that confidence is endangered when ethical standards falter or appear to falter.”*

*President John F. Kennedy  
April 27, 1961*

#### **1. INTRODUCTION**

This document constitutes a Handbook and Code of Conduct for all Bargaining Unit 9 employees of the Commonwealth of Massachusetts. This Code is designed to give all employees full and fair notice of their professional and ethical obligations.

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

This Code is written for your 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, which would personally benefit himself/herself or give preferential treatment to any citizen;
- c. Every employee is prohibited from taking any action, which 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, which contributes so much to the growth, strength and quality of life of the Commonwealth.

## **2. DEFINITIONS**

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

- a. "administrative inquiries" – means those occasions when an employee is required to respond to questions of importance to the agency/department 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 agreement or civil service law.
- c. "employee" - means any person in Bargaining Unit 9 on the current personnel roster of the agency/department. 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 and 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.

## **3. REGULATORY BASIS**

This Handbook and Code of Conduct is issued pursuant to the powers of the Commissioner of Administration, as set forth in Chapter 7, Section 4 of the General Laws, and in accordance with, but not limited to M.G.L. Chapter 268A, Opinions of the Attorney General, Ethics Commissions Rulings and applicable management rights provisions of the relevant collective bargaining agreements.

## **4. GENERAL RULES**

### **A. The Code Generally**

#### **1. Applicability of Code**

The Code applies to all Bargaining Unit 9 employees including those on any type of leave status ( e.g. leave without pay, military leave, civic-duty leave, etc.) except that it shall not apply to employees in Unit 9 who are on unpaid MOSES leave of absence to the extent allowed by law.

#### **2. Scope of Code**

This code 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 an

employee is condoned or permissible or would not result in disciplinary action, up to and including termination.

### 3. Knowledge of Code

Each employee is required to know the Code of Conduct and rules contained herein, 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. Decisions in personnel matters involving disciplinary action will be based on the presumption that each employee has familiarized himself/herself with this Code and that he or she is aware of the obligation to abide by it.

### 4. Effect of Code

Employees whose conduct does not conform to the rules and guidelines contained in this Code 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 Code

Each appointing authority or his/her designee will see that each employee receives a copy of this Code. Employees will acknowledge receipt of the Code by signing the attached Receipt of Code Form (Form CC-3) 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. The employee's signature on the Receipt Form is notice of his/her obligation to familiarize himself/herself with the contents of the Code of Conduct and to abide by it.

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 Code and may from time to time offer training sessions on the Code to his/her employees as the need arises.

### 6. Effective Date of Code

The effective date of the Code shall be ten days after the Code of Conduct is distributed and the Code of Conduct Receipt Form is received by the employee.

## **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 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 other employees,

the property of the Commonwealth, or jeopardizes the public trust in the ethical standards of agency/departmental 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 also be subject to suspension without pay or other employee benefits, pending resolution of the case.

If the employee is found guilty, pleads nolo contendere, has his/her case continued without a finding, is granted immunity from prosecution or has his/her case filed, 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 agency/department in which they work. This requirement includes, but is not limited to, all agency/departmental policies and procedures. Employees shall respond forthrightly and promptly 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, which gives the reasonable basis for the impression of acting otherwise.

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

- a. using public office for private gain;
- b. giving preferential treatment to any citizen;
- c. making work-related decisions contrary to agency/departmental policy;
- d. using one's official position to harass or intimidate any person or entity outside the course of official duties.

### **E. Administrative Inquiries**

Employees must respond promptly and fully to all administrative inquiries when directed to do so.

## **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.

## **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.

Chapter 268a Of The General Laws Provides Criminal And Civil 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 anything 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, which 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.

In addition to the sanctions referred to above, M.G.L. Ch. 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."

"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." (See M.G.L. Ch. 268A, S. 23).

These rules with respect to conflicts of interest are in addition to, and supplement, state policies and agency/departmental 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, 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 Ethics Commission, and formerly the Attorney General, have the authority to issue an opinion interpreting M.G.L. Chapter 268A, which is binding.)

## **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 agency/department;
- (2) Conducts business or other activities which are regulated or monitored by the agency/department, except as permitted by this section or by agency/departmental 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 meetings attended for educational, informational or other similar purposes. However, agency/departmental employees are specifically prohibited from accepting free food or other gratuity except non-alcoholic beverages (coffee, tea, etc.), while on official business, from persons with whom they have contact in the performance of their official duties.
- (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/her designee. Such reimbursement can be made directly to the employee. An employee on official business may not be reimbursed, and payment may not be made on his/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.

## **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 Code 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 which gives the reasonable basis for the impression of a conflict, between his or her private interests and his or 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 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 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. However, no employee shall without appropriate disclaimer stating that the employee does not speak for the agency/ department, take an active part or become an advocate on behalf of a professional society in any conflict between such society and the agency/department.

### **C. Specific Prohibitions and Restrictions on Employment**

#### (1) Outside Legal or Accounting Practice or Employment

##### (a) General Prohibitions

No outside legal or accounting practice is permitted which is in violation of M.G.L. Ch. 268A. Specifically, employees are prohibited from receiving compensation from or acting as agent or attorney for anyone other than the Commonwealth in relation to any particular matter in which the Commonwealth or a state agency is a party or has a direct and substantial interest.

To the extent that outside legal or accounting practice is permitted, it must not interfere with the effective performance of an employee's official duties.

## 8. DUTY TO REPORT VIOLATIONS OF LAW AND CODE OF CONDUCT

### **A. Generally**

Every employee is expected to maintain and uphold the integrity of the Department. In satisfying this requirement, it shall be the duty of every employee to report promptly and accurately violations of law that affect the administration of the Department or the laws of the Commonwealth to his/her agency/department head or designee. To the fullest extent possible, any such reports will be treated confidentially.

## **B. Attempts to Bribe**

Bribery and attempted bribery are claims which 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 proper agency authority.

## **9. OTHER STANDARDS OF CONDUCT**

### **A. False Statement**

Proper functioning of government requires that the agency/department, 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 agency/department.

### **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, Sec. 7, C1. 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 only exception to this rule is the use of medication when prescribed for the treatment of the employee by a registered physician or dentist.

### **E. Departmental Identification Cards, Badges, Etc.**

Agency/Departmental 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.

Agency/departmental identification cards or badges may be used for personal identification purposes 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 agency/departmental identification cards, badges and access cards, for promptly reporting their loss and for surrendering them on termination of employment or demand by proper agency/departmental 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 which 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 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.

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 are prohibited from being a candidate for federal, state or full-time municipal office while on active duty. Such employees must obtain a leave of absence to run for such offices.

Employees are prohibited from wearing a political or campaign button while on official agency/departmental business.

Employees shall abide by the provisions of the following paragraph from M.G.L. Ch. 268A, Section 11 which provides:

“This section shall not prohibit a state or county 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. 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.”

## **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 agency/department. 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 which 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 agency/departmental offices.

## **H. Legislative Requests and Inquiries**

All requests or inquiries from public officials or their staff must be referred to the agency/department head or his/her designee before any action is taken, unless employees are directed to handle such requests otherwise by the agency/ department head or his/her designee.