

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
FOR A
SUCCESSOR AGREEMENT
July 1, 2014 through June 30, 2017**

The parties agree to the following modifications to the Commonwealth and National Association of Government Employees Collective Bargaining Agreements for units 1, 3, and 6 for July 1, 2011 through June 30, 2014. Except as modified herein, the terms of the current agreement, including supplemental and side agreements, shall continue in effect.

**Article 5
Union Business**

Section 5.3 Paid Leaves of Absence for Union Business

Leave of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend NAGE conventions and conventions of the State, AFL-CIO and parent organizations. ~~Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions.~~ Such paid leave shall not exceed a total of one hundred seventy-five (175) days per year.

Time off without loss of wages, benefits, or other privileges shall be granted for not more than thirty-five (35) hours per week to a combined total of ~~not more than six (6)~~ Union Official equivalents from bargaining units 1, 3 and 6 to assist the Union President in conducting union business.

Section 5.5 Union Uses of Premises

The Union shall be permitted ~~one-half (1/2)~~ hour per year to address its members regarding various union issues.

Section 5.8 Orientation

The Department/Agency shall provide an orientation program for new employees; ~~one half (1/2)~~ hour shall, upon written request of the Union, be allotted to the Union and to the new employee(s) during which time a Union representative shall discuss the Union with the employee.

**Article 6
Anti-Discrimination/Affirmative Action**

Section 6.1

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

Section 6.2

The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, age, sex, national origin, or mental or physical **disability**, or being a Vietnam Era Veteran, 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.

Article 6A

Mutual Respect

The Commonwealth and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the Commonwealth's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior, **and who want to pursue the matter, shall** should 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 at the Agency level, ~~whether informally or through the grievance procedure,~~ within a reasonable period of time, the employee or the union may file a grievance at step 3 of the grievance procedure as set forth in Article 23 **(notice shall be sent concurrently to the Agency Head or designee)**. If an employee, or the union, requests a hearing at step 3, such hearing shall be granted. Grievances filed under this section shall not be subject to the arbitration provisions set forth in Article 23. No employee shall be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this program.

Article 7

Work Week and Work Schedules

Section 7.2 K

For the purpose of this article, regular overtime rate shall be defined as: straight time for all hours compensated up to and including 40 hours. Premium rate for all hours compensated over 40 hours.

Section 7.8 Weekend Differentials (new heading and placement of existing language)

Effective July 9, 2006, in addition to any other compensation to which they may be entitled, a premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid to all Unit employees who are regularly scheduled to work on either a Saturday or a Sunday, provided that no employee shall receive said differential for more than one (1) day worked per weekend.

Employees otherwise entitled to a weekend differential under this Section shall receive the differential for days they are on paid leave status, including holidays, up to the maximum of one (1) full day per weekend.

Effective on or about November 1, 2015, the Commonwealth will transition from monthly accruals for sick and vacation benefits to biweekly accruals.

**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 pay period** of employment:

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

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

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

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

F. 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.

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.**

Article 8

J – delete in line 6 *disability* insert **illness or injury**

K 1: Add new paragraph

Any requirement that an employee provide medical evidence shall not extend beyond a period of one year unless the employee has engaged in conduct which gives the employer reason to further suspect abuse. In instances where the reason to suspect abuse is based on a specific incident rather than a pattern of absences, the requirement to submit medical evidence shall not extend beyond the one incident if the employee provides acceptable evidence for that incident

Article 8.1K

1. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, ~~unless identified as being of a confidential nature;~~ a statement that the employee was unable to perform his or her duties due to the specific illness or injury (**diagnosis not required**) on the days in question; and the prognosis for employee's return to work.

L. 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. In the event of an unanticipated illness, an employee who returns to work within 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

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

Scheduled Hours per Week Personal Leave Credits Full-time employees hired or promoted into the bargaining unit after **the first full pay period in January** of each year will be credited with personal leave days in accordance with the following schedule:

Except as provided for herein, any personal leave not **taken by the last Saturday prior to the first full pay period in January** any will be forfeited by the employee.

Section 8.3

Bereavement Leave:

A. Upon evidence satisfactory to the appointing Authority of the death of:

Spouse

Child

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

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

Foster child

Step child

Parent

Step parent

Brother

Sister

Grandparent

Grandchild

Person for whom the employee's legal guardian

Parent of spouse

Child of spouse

Person living in the household

An employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

C. Upon evidence satisfactory to the appointing Authority of the death of:

Grandparent in-law

Grandchild in-law

Brother-in-law

Sister in-law

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

Section 8.7.1 Family Leave

During family leave taken in conjunction with the birth, adoption or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave, at a time requested by the employee. The ten (10) days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth of adoption, except that this leave may not be charged in increments of less than one (1) day. **For cases of foster placement, if the placement is less than 10 days, the number of paid days shall equal the number of work days that fall within the placement time period.** In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. **The ten (10) days of paid leave granted under this Section shall be prorated for regular part-time employees.**

Section 8.7.2 Family and Medical Leave

A. Family Leave

2. An Appointing Authority shall grant to a full time or part time employee who has completed his/her probationary period, or if there is no such probationary period, has been employed for at least three 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 a foster placement ceases unless the need for additional leave is directly connected to the previous placement.**

B. Medical Leave

3. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) days' notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the Appointing Authority, satisfactory medical evidence. Satisfactory medical evidence is defined under Section 1.K.2 of this Article. **Under FMLA law, If the Appointing Authority has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense.**
4. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious ~~health~~ **medical** 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.** ~~Where intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.~~

Effective October 1, 2014 for new requests of intermittent FMLA and effective January 1, 2015 for employees currently on FMLA, Employees who provide satisfactory medical documentation to support an intermittent FMLA may utilize up to 60 days of their FMLA allotment provided for in Section 8 (B) (1) for intermittent absences.

Where intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.

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

In the event that no alternative is agreed upon and if the employer believes that operations are being unduly disrupted, the employer will give written notice to the Union and employee of the intent to terminate the intermittent leave.

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

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

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

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

Article 8.7.2

B. Medical Leave

1. An Appointing Authority shall grant to any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of his/her position. **For this leave, under the Family and Medical Leave Act, 29 U.S.C. 26111 et seq., and accompanying regulations, 29 C.F.R. Part 825, the Employer will request medical certification at the time the employee gives notice of the need for the leave or within five 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 their absence will not be required to return form D1 to his/her employer.**

Section 8.9

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8.0) hour workday shall mean seven and one-half (7.5) or eight (8.0) hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate.

New language

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

Section 8.12

~~A. Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2611 et seq., and accompanying regulations, 29 C.F.R. Part 825, the employer may request medical certification after the leave commences if the employer later has reason to question the appropriateness of the leave or its duration. Said certification shall be in accordance with Section 1.K.2 of this Article.~~

Section 8.13-12 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) or for attending to necessary legal proceedings or activities in instances where the employee, his/her spouse or his/her child(ren) 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.

**ARTICLE 9
VACATIONS**

Section 9.1

The vacation year shall be the first full pay period in January through the last full pay period inclusive of December 31st of the same calendar year.

Section 9.2

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

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

B. For determining vacation status under this Article, **total years of service shall be used.**

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

Section 9.3

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

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 full pay period inclusive December 31 of the second year it was earned will be forfeited.**

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 9.15

If an employee is on industrial accident leave and has available vacation credits which have not been used, and who, because of the provision of Section 8 of this Article would lose such

vacation credits, the Appointing Authority of such employee shall convert such vacation credits to sick leave credits in the new calendar year beginning with the first full pay period in January

Section 9.16 (existing language copied from 8.9)

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8.0) hour workday shall mean seven and one-half (7.5) or eight (8.0) hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate.

New Language

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

**Article 10
Holidays**

Article 10.3 – reinsert (former language) as 2nd paragraph

An employee required to work on a holiday shall receive compensatory day off with pay within sixty (60) days following the holiday to be taken at a time approved by the agency head or if a compensatory day cannot be granted by the Agency/Department because of a shortage of personnel or other reason, the 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 10.9 (existing language copied from 8.9)

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8.0) hour workday shall mean seven and one-half (7.5) or eight (8.0) hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate.

New Language

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

Article 11
Employee Expenses

Section 1 Mileage shall be determined by the odometer reading of the motor vehicle, but may be subject to review for reasonableness by the Appointing Authority who shall use the Mile Mileage Guidebook or a Web-based service as a guide.

Section 4 Every effort will be made to reimburse employees as soon as administratively possible provided that all requests for reimbursements are submitted to the employees Appointing Authority within sixty (60) days from which the employee incurred such expense (follow agency policy for reimbursement at the end of the fiscal year). The parties understand that late submissions of expenses of more than 60 days can cause delays in reimbursement and have a negative impact on the agency budget, therefore the parties agree to encourage employees to submit the reimbursements within 60 days.

Article 14

Section 14.1

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

B. For promotions made pursuant to this article, the Appointing Authority shall consider applicants and post promotional opportunities, within the Appointing Authority's jurisdiction. **Beginning in July 2015, as part of the promotion process, attempts will be made for interview panels to include one representative from outside the division when available and reasonable.** The Employer shall notify all applicants in writing on the non-selection form provided herein and shall post the name of the person selected to fill the position

Section 14.2

J. For the purposes of this article, NAGE employees promoted within the same agency and to a NAGE Unit 1, 3, or 6 position will be subject to the promotional probationary period and rights as defined in Article 14.

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

**Article 18
Lay-off/Recall Process**

Article 18.4K (additional language)

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 with 90 days or less of training, to be provided by the employer.

Article 18.6- The Commonwealth shall maintain the statewide recall roster.

insert- The parties agree that individual employees who are on the recall list shall be given the opportunity to indicate the work location(s)/Areas to which they would be willing to accept to recall. It is understood that such employee would only be offered recall positions to be filled within the work locations they have indicated a wiliness to accept. Failure to return a geographic preference sheet will result in consideration to recall to any location in the Department. An employee may change their geographic preference by notifying the employer in writing prior to notification of an available position in that work location/Area.

Article 18.6 D

Employees recalled to employment shall not be subject to a new probationary period.

**Article 20
Reassignments**

Article 20.1

Add new sentence at the end: **Reassignments shall not be implemented for disciplinary reasons that are arbitrary and/or capricious.**

**ARTICLE 22
ARBITRATION OF DISCIPLINARY ACTION**

Section 22.1

No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for six consecutive months or more shall be discharged, suspended, or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with the ~~an Commonwealth Agency~~ must serve an additional probationary period upon re-employment whether in the same or a different job title or the same or different agency.

Article 22, Section 4

DELETE current language and substitute:

If an employee files a charge of discrimination covered by Article 6 with a state or federal agency or state or federal court arising from termination of employment, the Commonwealth and the Union agree that the union waives its right to arbitrate any 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 alleging a violation of Section 1 of Article 22, the Union and the employee involved shall sign and give to the Employer, on a form agreed and incorporated as Appendix B, a waiver of any and all rights to appeal the disciplinary action to the Civil Service Commission. The waiver shall include a declaration that no disciplinary review has been commenced at the Civil Service Commission

ARTICLE 23 GRIEVANCE PROCEDURE

Section 23.2

The grievance procedure shall be as follows:

Step I An employee and/or the Union shall submit a grievance in writing, on the grievance form prepared by the Employer (Appendix C) to the person designated by the agency head for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The person so designated by the agency head shall reply in writing by the end of ~~seven (7)~~ **ten (10)** calendar days following the date of submission, or if a meeting is held to review the grievance by the end of twenty-one (21) calendar days following the date of the submission.

Step II In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing, on the grievance form prepared by the Employer to the person designated by the agency head for such purpose within ten (10) calendar days following the receipt of the Step I decision. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought.

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

Section 23.6

The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150C. **Arbitrators will issue a decision within 30 days of receipt of the parties post-hearing brief or oral argument.**

APPENDIX TO ARTICLE 17 CLASSIFICATION AND RE-CLASSIFICATION

Specifications

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

- The revised job specification will require a change in minimum entrance requirements that would adversely affect promotional opportunities for employees in bargaining units 1, 3 and 6.
 - Or
- The revised job specification contains level distinguishing characteristics that are more restrictive than current and prevailing employment practices.

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

Electricians

The parties agree that the Electrician job series is in need of revision, including an updated job specification and salary schedule, in order to facilitate continued recruitment and retention of highly qualified Electricians across executive departments. To this end, the parties agree to upgrade the electricians one job grade step to step effective the first pay period in July, 2014 and to negotiate and implement a revised Electrician job specification including further review of the appropriate compensation no later than January 1, 2015.

Information Technology Titles

The parties agree to the establishment of a revised Information Technology job series, which shall incorporate all current Information Technology titles. The parties agree that the title of Information Technology Specialist in use at the University of Massachusetts, provides a structural framework from which the parties may draw in development of this new series. The parties recognize that the pace of change in the information technology industry warrants expedited review and implementation of this new job series. To this end the parties agree to meet no later than September 1, 2014 to begin the process of updating and consolidating the IT series.

The Commonwealth agrees that transition to this new series will not result in any reduction in pay to any current employees. In consideration thereof, the union agrees that the Commonwealth shall enjoy wide latitude in the development of the language in the new specifications, unless the language at issue falls within the exceptions enumerated in paragraph 1 above.

TPL Technical Pay Law IT Positions

The parties agree that a new level will be added to the TPL series. The TPL "C" will be a high level position that is exempt from Articles 7.2, 7.5 and 7.6 (overtime, standby and call back). Management can offer TPL C's additional vacation time as part of recruitment. TPL C's will serve a one year probationary period. TPL C's will have limited rights to Article 18 (Layoff/Recall). The parties agree that the application of just cause standard to these high level goal oriented positions will of necessity be more focused on results and less on process and procedure than would be applicable to other bargaining unit positions. TPL C's salary increases will be based on merit/market value and not included in the Salary Increases described in this agreement under Article 12.

TPL A's and B's will be included in the salary increases as described in Article 12 of this agreement. In addition they will be eligible for merit based increases.

COMMONWEALTH OF MASSACHUSETTS

PROGRAM GUIDELINES FOR ALTERNATIVE WORK OPTIONS

The Commonwealth and the Union, NAGE Units 1, 3 and 6 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 day workweek: A full-time work schedule consisting of four extended work days and one day on which the employee works at least 3.5 or 4 hours.

- **Staggered Schedule:** The scheduled arrival and departure times differ from the standard work hours or shift hours. Once established, the employee works the same schedule each week.
- **Flexible ("Flex") Schedule:** Daily and or weekly variations in the time an employee starts and or stops working. A Flex schedule permits employees to set their own schedules within the guidelines established by the Agency's Management and collective bargaining agreements. Arrival and departure times may vary, as can the number of hours worked each day. Employees must work the total number of hours that are required of full-time or part-time employees each week. Employees are able to make up time missed due to a doctor's appointment or any other personal business by working longer that day or making up the time another day during the week. Some agencies may establish "core hours" during which all employees must be at work regardless of individual schedules. This is not a four day work program.
- **Bandwidth:** The earliest time an employee may begin work, to the latest time work may end.
- **Core Hours:** The designated time period which all employees must be at work, regardless of an alternative schedule. Agencies will define core hours as the range of hours (example 10am to 2pm or 10-11am and 1-3 pm) in a day when employees must be at work, inclusive of a meal period. Example of an exception: Employees working a four and one-half day schedules are exempt from the core hour requirement one day per week. Core hours do not apply when an employee is charging leave time (vacation, sick, or personal time) or unpaid time off.
- **Meal Break:** Federal and state law require employees to take a break for a minimum of 30 minutes after six consecutive hours of work. With prior approval, an employee may take a longer meal break.
- **Holidays:** Regardless of how many hours an employee normally works in a day, all holiday pay is for a maximum of 7.5 hours or 8 hours (pro-rated for part-time employees).
- **Sick, Vacation and Personal Leave:** Approved sick, personal and vacation leave may be charged for core time missed. If a whole day is taken off, an employee must charge their accrued leave time to cover their regularly scheduled hours for that day.
- **Overtime/Comp. Time Policy:** Refer to the Collective Bargaining Agreement.
- **Default Schedule:** Prior approved work schedule.

- Operational Need: The Agency must have necessary staff present in order to operate during business hours so that there is no disruption in the workplace. The Agency must also ensure that there is staff to meet the responsibilities of the workplace. (Employees must report to the work site or any other designated location for any required trainings or meetings.)
- Any and all other options mutually agreed upon.

II. Eligibility:

Alternative Work Options are open to employees with the approval of Management. The assessment of a request for an alternative work option involves taking into account the employee's recent performance history, up to 24 months from the date of the request, length of time in the bargaining unit, and operational needs of the Agency. Employees in their probationary period may not participate in an Alternative Work Option Program.

III. Application

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

IV. Alternative Work Options Review Committee

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

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

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

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

EPRS PILOT

The parties agree to meet at the conclusion of the EPRS pilot to review the outcome of the pilot and to make recommendations to the Human Resources Division.

**ARTICLE 28
RE-OPENER**

~~The Commonwealth and the Union Acknowledge that the unique timing of the increases provided for in Year Two and Year Three of this Agreement is in direct recognition of the Union foregoing certain wage increases provided for in the predecessor Agreement. With this understanding, the Commonwealth agrees that in the course of this Agreement, should any other Executive Branch bargaining unit receive any across the board wage increase at any point earlier than one year following the end date of its preceding Agreement, the parties shall, at the request of the Union, reopen the salary provisions of this Agreement for further bargaining.~~

**Article 29
Duration**

This Agreement shall be for the three year period from **July 1, 2014** to **June 30, 2017** and terms contained herein shall become effective on **July 1, 2014** unless otherwise specified. It is expressly understood and agreed that subject to ratification by the NAGE Membership, the predecessor collective bargaining agreement shall be voided and superseded by all aspects of this collective bargaining agreement.

Economics Attachment "A:

For the Commonwealth

For the Union

ATTACHMENT "A"

A. Economics:

Section 1

Article 12 Salary Rates

The following shall apply to full-time employees including so called TPL A and B:

- A. Effective the first pay period in January 2015, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.
- B. Effective the first pay period in October 2015, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate
- C. Effective the first pay period in July 2016, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate

Section 2

1/1/15: .025% of the combined NAGE units 1, 3, and 6 payroll effective June 30, 2014, to be distributed on an annualized basis, as follows:

- An amount sufficient to ensure that no eligible employee who receives an across the board increase in the first pay period on 1/15 in section 1 above shall receive an increase less than the annualized equivalent of \$1700 per year.
- \$300,000 to be dedicated to the establishment and operation of an Employee Training and Development Account, to be administered by the Human Resources Division. The appropriation to this account is intended to be permanent in nature, and shall recur annually on January 1st of each contract year. The Commonwealth and the Union will work cooperatively in developing a governance structure to guide the manner and methodology through which these funds are disbursed. It is recognized that the parties share an interest in defraying the costs of professional and/or trades licenses and certifications borne by employees when such licenses or certifications are required for employment by the Commonwealth.
- A one job grade up-grade, step to step, for Electrician I and Electrician II, effective the first pay period in July, 2014.
- \$100,000 to be devoted to classification/compensation adjustments as mutually determined by the parties, no later than July 30, 2014, to be effective January 2015.

1/1/16: .025% of the combined NAGE units 1, 3, and 6 payroll effective June 30, 2014, to be distributed on an annualized basis, as follows:

An amount sufficient to ensure that no eligible employee who receives an across the board increase in the first pay period in 10/15 above shall receive an increase less than the annualized equivalent of \$1700 per year to be adjusted effective January 2017.

- \$300,000 for private mileage reimbursement for employees that exceed designated mileage standards, as determined by the Commonwealth.
- \$250,000 to be dedicated to a new Educational Assistance benefit. The parties acknowledge that the desired mechanism for the administration of this new benefit is the Commonwealth/NAGE Health and Welfare trust fund, and each commit to the research necessary to determine whether this, or some other entity, is the most appropriate mechanism for administering this benefit. The parties commit to making this determination no later than July 31, 2014.
- \$100,000 to be devoted to classification/compensation adjustments as mutually determined by the parties to be effective January 2016.

1/1/17: .025% of the combined NAGE units 1, 3, and 6 payroll effective June 30, 2014, to be distributed on an annualized basis, as follows:

- \$1.00 per FTE increase in Health and Welfare Funding
- \$500,000 additional funds dedicated to the Educational Assistance benefit
- \$300,000 private mileage reimbursement
- \$450,000 to be devoted to classification/compensation adjustments as mutually determined by the parties to be effective January 2017.