

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
AND THE
ALLIANCE, AFSCME-SEIU LOCAL 888
UNIT 2
FOR A
SUCCESSOR AGREEMENT**

July 1, 2017 through June 30, 2020

**ARTICLE 3
UNION SECURITY**

Section 1. The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

Section 2. An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the ~~Employer~~ Office of Employee Relations, and shall bear the signature of the employee. Said form may be completed on-line as an electronic form or completed, printed and sent to the appropriate agency human resources officer. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty (60) ~~days notice~~ days' notice, or in accordance with applicable law at said time of withdrawal request, whichever is greater, in writing to the Office of Employee Relations ~~his/her department head~~; the Union will be notified immediately of such request to withdraw union dues authorization.

Section 3. An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the ~~Employer~~ Office of Labor Relations, and shall bear the signature of the employee. Said form may be completed on-line as an electronic form or completed, printed and sent to the appropriate agency human resources officer. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) ~~days notice~~ days' notice, or in accordance with applicable law at said time of withdrawal request, whichever is greater, in writing to ~~his/her department head~~ the Office of Employee Relations; the Union will be notified immediately of such request to withdraw agency fee authorization.

Section 4. The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy as of July 1, 1976 to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of the Department of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

Section 5.

A. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer and shall bear the signature of the

employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to his/her department head.

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

ARTICLE 5 UNION BUSINESS

Section 2. Paid Leave for Union Business

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

1. Attendance at Statewide, Departmental, facility and local labor-management committee meetings and orientation, including reasonable travel and preparation time.
2. Attendance at legislative or gubernatorial work-related Commissions as so designated.
3. Investigation and processing of grievances, including reasonable travel time.
4. Attendance at grievance and arbitration hearings, including reasonable travel and preparation time.
5. Participation in collective bargaining negotiations, including midterm and contract negotiations, with allowance for reasonable travel and preparation time.
6. Participation in Departmental meetings or Committees, including reasonable travel and preparation time.
7. Representation of employees during investigations, hearings, or administrative inquiries within the Appointing Authority, including reasonable travel and preparation time.
8. Non-grievance dispute resolution, including disputes between employee(s) and coworker(s) and/or employee(s) and their supervisor(s). Requests for release time under this provision shall identify the nature of the problem to be addressed; shall identify the parties involved; and shall include participation from Department/Agency labor relations staff when the Department/Agency deems such participation appropriate. All release time requests under this provision shall be processed through the Department/Agency central Human Resources Office. Release time granted under this provision shall include reasonable travel and preparation time.
9. In order for elected delegates of the Union to attend 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 release time shall be granted in accordance with current practice. Additional requests under this Section due to extenuating circumstances shall be submitted to and considered by the Human Resources Division.
10. Grievants shall be permitted to have time off without loss of pay for attendance at grievance hearings through the contractual grievance procedure, except that for

class action grievances no more than three (3) grievants shall be granted such leave.

All release time requests under this provision for the above reasons shall be processed through the Department/Agency central Human Resources Office. Requests for all paid release time must be made at least seven (7) calendar days in advance unless agreed to locally by the parties. Release time granted under this provision shall include reasonable travel and preparation time.

~~10.1. All leave granted under this Section shall require prior approval of the Human Resources Division. Requests for release time for the purpose of attending Union conventions must be at least twenty-one (21) days in advance of such convention.~~

11. SEIU Local 888 stewards shall annually receive one full day of paid union leave to attend stewards' training.

8. Attendance at legislative or gubernatorial work-related Commissions as so designated.

9. Participation in collective bargaining negotiations, including midterm and contract negotiations, with allowance for reasonable travel and preparation time.

10. In order for elected delegates of the Union to attend 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 release time shall be granted in accordance with current practice. Additional requests under this Section due to extenuating circumstances shall be submitted to and considered by the Human Resources Division.

11. SEIU Local 888 stewards shall annually receive one full day of paid union leave to attend stewards' training.

All leave granted under this Section for the above reasons shall require prior approval of the Human Resources Division, and all requests for paid release time must be made at least seven (7) calendar days in advance. Requests for release time for the purpose of attending Union conventions must be at least twenty-one (21) days in advance of such convention.

Section 3. Unpaid Union Leave of Absence

- A. Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one (1) or more additional periods of one (1) year or less at the request of the Union. Approved requests will be granted by the Department/Agency head not to exceed one (1) per each 2,000 employees in the bargaining unit provided that no adverse effect on the operations of the Department/Agency results.
- B. Leaves of absence without loss of benefits or other privileges (not including wages) to attend meetings, conventions and executive board meetings of the local, city, state, regional and parent organizations may be granted to Union officers, stewards and elected delegates of the Union.
- C. Representatives and officers of the Union may be granted leaves of absence without loss of benefits or other privileges (not including wages) to attend

hearings before the Legislature and State agencies concerning matters of importance to the Union.

- D. Witnesses called by the Union to testify at a Step III hearing or in arbitration proceeding (Step IV) may be granted time off without loss of benefits or other privileges (not including wages).
- E. All leaves granted under this Section shall require prior approval of the Human Resources Division. Requests for unpaid leaves of absence (as provided by Section 3B above) for the purpose of attending Union conventions must be made at least twenty-one (21) days in advance of such conventions. Requests for all other unpaid release time must be made at least seven (7) calendar days in advance unless agreed to locally by the parties.

Section 4. Union Use of Premises

The Union shall be permitted to use those facilities of the Employer for the transaction of Union business during working hours, which have been used in the past for such purpose, and to have reasonable use of the Employer's facilities during off-duty hours for Union meetings subject to appropriate compensation if required by law. Union officials shall provide the Employer with at least one (1) day advanced notice of such use. This Section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract.

ARTICLE 7 WORKWEEK AND WORK SCHEDULES

Section 2. Overtime

- I. Prior to implementing mandatory overtime, a reasonable effort will be made to solicit volunteers. Absent an emergency situation, it is understood that no employee may be mandated to work if they have already worked sixteen (16) consecutive hours. These provisions are subject to Supplemental Agreement B.

Section 8. Weekend Differential

- A. Effective July 9, 2006, employees of the Commonwealth rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of one-dollar (\$1.00) per hour for each hour worked, provided, however, that no employee shall receive said weekend differential for more than one (1) shift per weekend not to exceed 7.5 or 8 hours per shift.
- B. For the purposes of this Section, a weekend shift shall be defined as a shift that commences on or after 9:00 p.m. on Friday and concludes on or before 2:00 a.m. on Monday.

Section 9. For the purposes of ARTICE 7 WORKWEEK, ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half

(7.5) or eight (8) hour workday shall mean seven and one-half (7.5) or eight (8) hours, whichever is appropriate, and for the purpose of ARTICLE 9 VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate.

For the purposes of ARTICLE 7 WORKWEEK, ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

ARTICLE 8 LEAVE

~~Effective on or about November 1, 2015, please see Appendix K (for updated Article 8 language including Personal Leave) as the Commonwealth will transition from monthly accruals for sick and vacation benefits to biweekly accruals. (remove existing Article 8 from main body of contract and replace with Article 8 from Appendix K and remove Appendix K)~~

Section 4. Bereavement Leave

- A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse, child or step-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 and within ninety (90) calendar days from the date of death of the employee's spouse.
- B. Upon evidence satisfactory to the Appointing Authority of the death of step-parent, person for whom the employee is legal guardian, brother, sister, grandparent, grandchild, or parent or child of spouse, or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) days. Leave shall not exceed four days commencing within thirty calendar days from the date of death, at the option of the employee.
- C. Upon evidence satisfactory to the Appointing Authority of the death of a brother, sister, aunt, uncle, niece, nephew, grandparent or grandchild of a spouse, an employee shall be entitled to leave without loss of pay for a maximum of one (1) work day commencing within thirty (30) days of the date of death or ending after the date of the funeral, at the option of the employee.
- D. Upon evidence satisfactory to the Appointing Authority of the death of:
 - a. Spouse of employee's brother;
 - b. Spouse of employee's sister;
 - c. Spouse of employee's spouse's sister;
 - d. Spouse of employee's spouse's brother

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

E. Employees may be granted additional leave time (vacation, personal, compensation time) in conjunction with bereavement leave subject to the approval of the Appointing Authority/designee.

Section 8. Family and Medical Leave

A. Family Leave

1. An Appointing Authority shall grant to a full time or part time employee who has completed her/his probationary period, or if there is no such probationary period, has been employed for at least three 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 previous placement.
2. New employees who have completed six full months of employment but remain within their probationary period may request the appointing authority to waive their remaining wait time for FMLA. Such request shall include submission of satisfactory medical evidence that demonstrates either a.) an existing catastrophic illness; or b.) a problematic pregnancy that prevents the employee from being able to perform the functions of her position. Any leave granted under this waiver will be charged against the employee's FMLA leave as described in this section. The remaining rights and obligations under Section 8 shall apply.

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. 2611 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 (5) 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 for G-2 to his/her employer.
2. New employees who have completed six full months of employment but remain within their probationary period may request the appointing authority to waive their remaining wait time for FMLA. Such request shall

include submission of satisfactory medical evidence that demonstrates either a.) an existing catastrophic illness; or b.) a problematic pregnancy that prevents the employee from being able to perform the functions of her position. Any leave granted under this waiver will be charged against the employee's FMLA leave as described in this section. The remaining rights and obligations under Section B shall apply.

Section 11. For the purposes of ARTICLE 7 WORKWEEK, ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8) hour workday shall mean seven and one-half (7.5) or eight (8) hours, whichever is appropriate, and for the purpose of ARTICLE 9 VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate.

For the purposes of ARTICLE 7 WORKWEEK, ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

ARTICLE 9 VACATIONS

~~Effective on or about November 1, 2015, please see Appendix L (for updated Article 9 language) as the Commonwealth will transition from monthly accruals for sick and vacation benefits to biweekly accruals. (remove existing Article 9 from main body of contract and replace with Article 9 from Appendix L and remove Appendix L)~~

Section 17. For the purposes of ARTICLE 7 WORKWEEK, ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8) hour workday shall mean seven and one-half (7.5) or eight (8) hours, whichever is appropriate, and for the purpose of ARTICLE 9 VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate.

For the purposes of ARTICLE 7 WORKWEEK, 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

Section 3. When a holiday occurs on the regular scheduled workday of a full-time employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

"An employee required to work on a holiday shall be paid for one (1) day at his/her regular rate of pay in addition to pay for the holiday unless the employee and ~~supervisor~~ Appointing Authority or designee had agreed in advance of the holiday to be credited instead with a compensatory day off to be used on a specific date within sixty (60) days from the holiday worked. If an employee provides more than fourteen (14) days' notice of his/her intent to use said compensatory day, such usage shall be approved, unless the Appointing Authority or designee has the opinion that it is impossible or impractical to do so because of work schedules or emergencies." ~~receive a compensatory day off with pay within sixty (60) days following the holiday to be taken at a time approved by the agency head or if a compensatory day cannot be granted by the Agency/Department because of a shortage of personnel or other reason, 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 4. When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay within sixty (60) days following the holiday to be taken at a time approved by the agency head.

Section 10. For the purposes of ARTICLE 7 WORKWEEK, ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8) hour workday shall mean seven and one-half (7.5) or eight (8) hours, whichever is appropriate, and for the purpose of ARTICLE 9 VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate.

For the purposes of ARTICLE 7 WORKWEEK, ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

ARTICLE 12 SALARY RATES

Section 12.1

- A. Effective the first full pay period of July, 2017, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1.0%) increase in salary rate.
- B. Effective the first full pay period of July, 2018, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1.0%) increase in salary rate.
 - 1. If FY 2018 tax revenues equal or exceed \$27.072 billion, then, effective the first full pay period in July, 2017, employees shall receive an additional increase of one percent (1%) in salary rate.

The terms "state tax revenues," "budgeted revenues," and "budgetary funds" shall have the meanings assigned to those terms in M.G.L., Ch. 29, sec. 1.

For the purposes of this section, "tax revenues" shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth's Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.

- C. Effective the first full pay period of January, 2019, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1.0%) increase in salary rate.
- D. Effective the first full pay period of July, 2019, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1.0%) increase in salary rate.
- E. Effective the first full pay period of January, 2020, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1.0%) increase in salary rate.

Section 3. The salary rate for employees hired, reinstated or reemployed on or after July 1, 1990 shall be Step 1 for the job group of his/her position except in cases where a new employee is hired by a Department/Agency at a salary rate approved by the Chief Human Resources Officer above Step 1.

LPN area differentials in existing Memorandum of Agreements (MOAs) shall remain in place during the life of this agreement while additional shift and weekend differentials contained in those MOAs will be discussed by the parties who will continue to address the need to consolidate or eliminate some of the additional shift or weekend differentials beyond what is provided for under Article 7.

The parties agree that they shall meet to develop a pilot program whereby new employees shall not be recruited into BU2 positions without prior agreement of the Union. This pilot shall be in place for the term of the agreement and will include specific agencies, work locations and/or job titles. The employer reserves the right to exclude certain job titles during the pilot. The employer further reserves the right to terminate the pilot if it determines that the pilot is unworkable due to cost or negative impact on the agencies' ability to hire/recruit new employees.

**ARTICLE 13B
TUITION REMISSION**

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

- A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College or State University excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;
- B. For enrollment in any non-state supported course or program offered through continuing education at any Community College, State College or State University, excluding the M.D. Program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply;
- C. Remission benefit is subject to space available and usual and ordinary admission policies. It is also subject to the approval of the Board of Higher Education and the policies and procedures of same.
- D. A committee shall be established to evaluate the experience of this program and to consider possible extension of the program and to make recommendations concerning both.
- E. Effective July 1, 1997, spouses of full time employees shall be eligible for the remission benefits contained in this Article and subject to the other provisions of this Article. It is understood that any program of spousal eligibility developed by the Board of Higher Education in conjunction with the Employer (HRD) require the subordination of spousal eligibility rights to those remission benefit rights extended to full time state employees in different bargaining units as well as full time employees covered by the provisions of this Agreement.

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

Section 3.

- E. In the event an employee is returned to his/her former job title, the employee displaced by such return shall be returned to his/her former job title and will be placed back to the step that he/she held prior to accepting the promotion. However, if the employee's anniversary date occurred while in the higher title, the employee will be placed in that step and anniversary date, as if the promotion did not occur. Where more than one position in the back filled job title was filled pursuant to this Article, the employee last selected shall be the one displaced.
- I. An employee shall, upon his/her request be granted a demotion into a position he/she is qualified to do in his/her job series under the provisions of this Article, provided there is

a position available under the jurisdiction of the Appointing Authority. Said demotion shall be considered voluntary and shall be granted only after the reassignment/transfer/recall and promotion process has been exhausted, but prior to the hiring of an external candidate. The employee will be placed back to the step that he/she held prior to accepting the promotion. However, if the employee's anniversary date occurred while in the higher title, the employee will be placed in that step and anniversary date, as if the promotion did not occur.

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

Section 4. Transfers and Reassignments

A. Transfers

1. For the purpose of this Section a transfer shall be defined as:
 - a. a change from one work unit or work facility to another work unit or work facility in the same Department/Agency without any change in classification, or
 - b. a substantial change in duties without a change of work unit or facility as long as the requirements for appointment are not substantially different or
 - c. an increase or decrease in hours without a substantial change in duties to any location within the Department/Agency.

2.
 - a. An employee seeking a transfer to a different work unit shall submit a written transfer request to his/her Appointing Authority or designee prior to posting of the vacancy.
 - b. An employee seeking a transfer to a different work facility under the jurisdiction of another Appointing Authority shall submit a written transfer request prior to posting of the vacancy.
 - c. An employee seeking to increase or decrease their hours without a substantial change in duties shall submit a written transfer request to his/her Appointing Authority or designee prior to posting of the vacancy.

3.
 - a. Selection between employees seeking a transfer other than a substantial change in duties shall be made on the basis of seniority from among those employees considered by the Appointing Authority to be able to adequately perform the duties of the position.
 - b. An employee seeking a transfer involving a substantial change in duties shall submit a written transfer request to his/her Appointing Authority or designee and selection shall be made on the basis of seniority from among those employees considered by the Appointing Authority to be qualified to perform the duties of the position.

c. An employee seeking a transfer to increase or decrease their hours shall submit a written transfer request to his/her Appointing Authority or designee and selection shall be made on the basis of seniority from among those employees considered by the Appointing Authority to be qualified to perform the duties of the position.

4. Requests for transfers shall be kept on file and shall be considered and, where appropriate, implemented by the Appointing Authority or designee prior to the posting of any vacancy.
5. An employee who moves from one Appointing Authority within a Department/Agency to another facility under a different Appointing Authority within the same Department/Agency without a change in classification or job title and without an interruption of continuous service shall retain all seniority for the purpose of this Agreement and shall not otherwise be subject to a probationary period.
6. In order for any transfer pursuant to this Section to be considered by the employer, the request shall be submitted in writing and on file prior to the employer's posting of any vacancy.

B. Reassignment

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

D. Transfers and Reassignments by the Employer

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

ARTICLE 16 OUT OF TITLE WORK

Section 2. Work in a Higher Classification

Any employee who is temporarily assigned by his/her Appointing Authority to a vacant position in a higher grade for a period of more than thirty (30) days shall receive the salary rate for the

higher position from the first day of the appointment, provided such appointment is made pursuant to Civil Service law when applicable. Prior to beginning any such assignment, the employee shall be provided written notification that they are being temporarily assigned to the position and the salary grade.

ARTICLE 19 TRAINING AND CAREER LADDERS

19C Employee Training and Development Account

(move current contract language from article 12 to new article 19C)

Effective January 1, 2015, \$145,000 annualized amount 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 using this account to defray the costs of licenses and certifications borne by employees when such licenses or certifications are required for employment by the Commonwealth.

~~Section 10. Effective July 8, 2007, the Employer shall establish a Fund in the amount of \$195,000.00 to maintain the Statewide Training and Career Ladders Program and the Statewide Labor-Management Committee to be administered by mutual consent of the parties.~~

ARTICLE 21 EMPLOYEE LIABILITY

Section 1. An employee, having custody of a patient or prisoner or rendering care or services to individuals, who is charged with a crime against the person, such crime alleged to have been committed while the employee was in the presence of the person alleging same and while such employee was performing his duties, and who, after hearing, is found by a court of law to be "not guilty" of such crime, shall be entitled to apply for reimbursement not exceeding ~~\$1,500.00~~\$2,500.00 of the legal fees actually incurred and paid by him/her in connection with the legal defense of such alleged crime in court. This Section pertaining to reimbursement shall not apply in any case where the criminal complaint is disposed of in any manner other than an adjudication of "no probable cause", "not guilty", or similar adjudication indicating the employee is innocent. Dispositions by way of nolle prosequi, plea bargaining, dismissal for lack of prosecution or any other disposition other than one clearly exonerating the employee on the merits shall not qualify the employee for reimbursement pursuant to this Section; nor shall this Section apply if the crime is alleged to have been committed while the employee was off duty.

Section 2. The parties expressly recognize that this Article is intended to provide limited reimbursement to an employee who is the victim of a frivolous or malicious criminal ~~or~~ administrative charge related to the manner or means by which the employee performs his/her

duties, and such employee has been required to employ an attorney to exonerate him/her in a criminal court.

Section 3.

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

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

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

Section 4. No application for reimbursement shall be entertained by the panel until such time as there has been a final adjudication in court. Nor shall any application be entertained if the Department has taken any disciplinary/administrative action against the employee which is based on the same factual allegations that gave rise to the criminal action, unless and until such disciplinary/administrative action is finally resolved in favor of the employee.

Section 5. This Article shall not apply if the employee's fees for his/her criminal defense have been provided by any legal defense funds, insurance policies or the like.

Section 6. Nothing in this Article shall prevent the Union from seeking legislative relief above and beyond the said ~~\$1,500.00~~ \$2,500.00.

Section 7. In addition to other issues concerning employee liability that the committee chooses to address, the committee shall specifically consider the following issues:

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

ARTICLE 23

ARBITRATION OF DISCIPLINARY ACTION

Section 1. No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for ~~six-nine (9)~~ consecutive months or more, except for three consecutive years

