

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
ALLIANCE, AFSCME-SEIU LOCAL 888  
FOR A  
SUCCESSOR AGREEMENT  
UNIT 2  
July 1, 2009 through June 30, 2012**

The parties agree to the following modifications to the Commonwealth and the Alliance, AFSCME, Council 93-SEIU Local 888 Collective Bargaining Agreement for Unit 2 for July 2007 through June 30, 2008:

**Article 5  
Union Business**

**Section 2. Paid Leave for Union Business**

11. 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.

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

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.

**Article 8  
Leave**

**Section 1C. Sick in Family Leave**

2. An employee may use up to a maximum of **sixty (60)** days per calendar year for the purpose of:
  - a. caring for the spouse, child, foster child, step-child, parent of either the employee or his/her spouse, step-parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian or a relative living in the immediate household who is seriously ill; or...
  - b. parental leave...
  
3. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of **sixty (60)** days of accrued sick leave in a calendar year for adoption related purposes.

**Section 1K. Sick Leave**

Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require satisfactory medical evidence from the employee (see Appendix G-1, Request for Medical Verification; **Appendix G-3, Certification of Health Care Provider for Employee's Serious Health Condition (FMLA) and Appendix G-4, Certification of Health Care Provider for Family Member's Serious Health Condition**). Sick leave abuse shall be defined as the use of sick time for purposes other than those that are listed in Section C above. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Appointing Authority believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.

**Section 1S (New).**

The parties agree to establish a labor/management committee to discuss the biweekly accrual of leave time.

**Section 3. Bereavement Leave (New Sub-Section)**

- A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse or 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 said death.**

**Section 8. Family and Medical Leave**

**B. Medical Leave**

- 1 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 (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 function of his/her position.**
- 2. 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.**
- 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) day notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the Appointing Authority, satisfactory medical evidence (see Appendices G-3 and G-4). Satisfactory medical evidence is defined under**

Section 1(K) of this Article. If the Appointing Authority has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense.

## **Article 11 Employee Expenses**

**Section 5 (New).** The parties agree to establish a labor/management committee to review the current procedures and practices for reimbursing employees for costs incurred during client outings/trips.

## **Article 12 Salary Rates**

### **Section 1.**

The following shall apply to full-time employees:

- A. Effective July 5, 2009, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1%) increase in salary rate.**
- B.**
  - 1. If FY10 tax revenues equal or exceed \$20.3 billion, employees will receive an additional one percent (1%) increase in salary rate, for a total of a two percent increase effective July 5, 2009.**
  - 2. If FY10 tax revenues equal or exceed \$21.4 billion, employees will receive an additional two percent (2%) increase in salary rate, for a total of a three percent increase effective July 5, 2009.**
- C. Effective the first pay period in July 2010, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.**
- D. Effective the first pay period in July 2011, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.**

## **Article 13A: Health and Welfare**

**Section 2:** Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full time employee an additional \$.50 per week.

Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full time employee an additional \$.50 per week.

**Article 14**  
**Seniority, Transfers, Promotions, Reassignments,**  
**Filling of Vacancies, and New Positions**

**Section 3.**

- J (New).** An employee who is promoted into a Vocational Instructor A/B or Vocational Instructor C position may return, or be returned, to his/her former job title in accordance with the provisions of Article 14, Section 3.

**Article 15**  
**Contracting Out**

**Section 5 (New).**

The Employer shall notify employees in writing at their time of hire, on a form agreed-to by the parties, that they may request credit for prior service as a personal service contractor (03) or vendor employee (07). Employees shall have one (1) year from the date of notification to file a request for such credit. If the employee fails to file a request within the allotted one (1) year, they shall only be eligible to receive creditable service on a prospective basis.

**Article 18**  
**Layoff - Recall Procedure**

**Section 6. Recall**

- C.** An employee laid off during the July 2009 – June 2012 term of this Agreement shall remain on the recall roster for three (3) years, except an employee who is offered recall to a position of the same title, in the same job grade, as the position title 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 be forfeited at that time.

Effective July 1, 2012, an employee laid-off shall remain on the recall list for two (2) years, except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time...

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

**Article 23A  
Grievance Procedure**

**Section 16 (New).**

**The Employer may raise issues of arbitrability at any time during the grievance process. The failure to raise arbitrability prior to arbitration does not constitute waiver of such claims.**

**Section 17 (New).**

**The arbitration award shall be rendered promptly by the arbitrator, unless otherwise agreed to by both parties, no later than thirty (30) days from the date of closing the hearings or, from the date of submitting post-hearing briefs.**

**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 for 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 in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.**

**Article 30  
Duration**

**This Agreement shall be for the three-year period from July 1, 2009 to June 30, 2012 and terms contained herein shall become effective on July 1, 2009 unless otherwise specified. Should a successor Agreement not be executed by June 30, 2012, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party and upon mutual agreement, negotiations for a subsequent Agreement will be commenced on or after January 1, 2012.**

**MAP Reopener**

**In the course of bargaining for this successor agreement, the parties have acknowledged a shared interest in recognizing the value of the MAP certification program to Commonwealth agencies, clients and consumers. The parties have also recognized that extremely difficult fiscal circumstances have precluded the prospect for applying specific additional compensation to employees administering medication under the MAP program. In this light, the parties agree to reopen negotiations concerning this specific matter on or after November 15, 2010. Such negotiations will focus only on the MAP program, and will be conducted with the sole purpose of determining whether and how additional compensation for MAP practitioners shall be made available, and if such compensation shall be made available, the effective date of any increase.**

**Appendix C  
Commonwealth Employment Standards**

**Section 9. Other Standards of Conduct**

**J (New). Driving Privileges**

**Employees who are required to use a motor vehicle in the performance of their job duties shall annually submit proof of a valid motor vehicle license to their Appointing Authority.**

**Appendix E  
Non-Selection Form**

**The non-selection form is redesigned to specifically reflect the promotional criteria set forth in Article 14, Sections 2A and 2B**

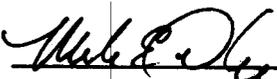
**Other:**

**Side letter on GPS devices  
See attached**

**Side Letter  
Other Leave**

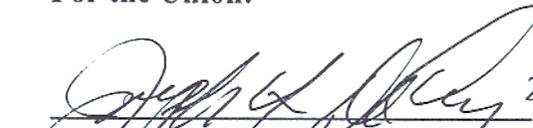
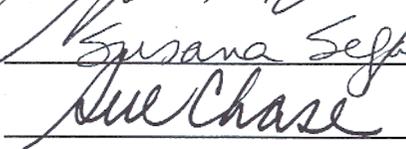
**The Commonwealth agrees that as part of the implementation of this agreement it shall advise departments and agencies that FMLA leaves may be extended or renewed beyond the 26 weeks otherwise provided for in the agreements, at the discretion of the Agency.**

**For the Commonwealth:**

  
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**Cheryl A. Malone**  
\_\_\_\_\_

**Date:** 2.18.09

**For the Union:**

  
\_\_\_\_\_  
**Susan Segal**  
  
\_\_\_\_\_  
**Sue Chase** 2/23/09

**Date:**