

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

July 1, 2024, through June 30, 2027

The parties agree to the following modifications to the Commonwealth and the Alliance, AFSCME-SEIU-Local 888 Collective Bargaining Agreements for July 1, 2024, through June 30, 2027:

**ARTICLE 2B
PROBATIONARY PERIOD
(New Article)**

Section 2B.1

1. Upon new employment or reemployment all employees shall serve a nine (9) month probationary period. Probationary periods may be extended no more than one (1) time up to ninety (90) days for new hires/rehires with concurrent notice to the Union and the employee. Such notice shall include a reason for extending the probationary period.

2. An employee who severs his/her employment with a Department/Agency must serve an additional probationary period upon re-employment with the same or another Department/Agency whether in the same or a different job title, unless said probationary period is mutually waived by the employee and the Department/Agency. A bargaining unit employee who accepts a bargaining unit position in a different agency without a break in service and is unsuccessful in the probationary period in the different agency shall return to his/her prior position in the previous agency, or, if the position he/she vacated is not available he/she shall be placed on a recall list within that job title and location. **(Existing language from Article 23, Section 1)**

**ARTICLE 5
UNION BUSINESS**

Section 5.1 Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction. **The Union will update the list and provide it to Agencies every six (6) months, as well as provide notification of newly elected and appointed Union officials upon such election or appointment. Agencies will provide the Union with a list of Labor Relations representatives and their areas of jurisdiction in accordance with the timelines above.**

(not contract language)

The Employer will comply with Chapter 66, Section 10B of the General Laws to provide the Union with the personal cell phone number for employees to the degree they are available. The Commonwealth is exploring if the following fields: work email address; work phone number; and personal phone number can be added onto one of the MVEN type reports processed through the Comptroller's Office. If that is not possible, the parties will meet to agree upon another process to provide the requested information in accordance with the law.

Section 5.7 Orientation

Where ~~the~~ The Department/Agency **shall** provides an orientation program for new employees or employees entering the bargaining unit for the first time. **The Union shall be notified in writing of the date, time, and location/platform of the program and up to one (1) hour shall be allotted to the Union and to the new employees during which time a union representative may discuss the Union with the employee. In the event the Union identifies a specific need at an Agency for up to an additional one (1) hour to meet with employees, said request shall not be unreasonably denied provided the request does not unduly disrupt the operations of the department or Agency.**

In the event the agency does not provide such a program within two (2) weeks of start date, the Union shall be provided with one (1) hour of access to employees on paid time which may be in person or virtual for the same purpose as determined by the Union. Such access shall be provided at a time and in a manner requested by the Union which shall not be unreasonably denied.

ARTICLE 7 WORKWEEK AND WORK SCHEDULES

Section 7.2 Overtime

F. Upon the request of an employee, an Appointing Authority may grant, at its discretion, compensatory time in lieu of payment for overtime at a rate not less than one and a half hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of **ninety (90) hours** ~~one hundred twenty (120) hours~~. An Appointing Authority shall permit the use of compensatory time within a reasonable time from the employee's request, provided the use of compensatory time does not unduly disrupt the operation of a Department or Agency. Upon termination, an employee shall be paid for all unused compensatory time at the final regular rate of pay.

Section 6. Shift Differential

A. Effective ~~July 9, 2006~~, **the first full pay period in January 2025**, employees of the Commonwealth rendering service on a second or third shift as hereinafter defined shall receive a shift differential of ~~one two~~ **two** dollars and 25 cents ~~(\$1.25)~~ **(\$2.25)** per hour for each hour worked.

Section 7. Stand-by Duty

A. Effective ~~July 8, 2007~~, **the first full pay period in January 2025**, an employee who is required by the department head to leave instructions as to where he/she may be reached in order to report to work when necessary shall be reimbursed at a rate not to exceed ~~seventeen dollars and fifty cents (\$17.50)~~ **thirty-five dollars (\$35.00)** for such stand-by period.

Section 8. Weekend Differential

A. Effective ~~July 9, 2006~~, **the first full pay period in January 2025**, employees of the Commonwealth rendering service on a weekend shift **Saturday and/or Sunday** as hereinafter defined shall receive a weekend differential of ~~two dollars (\$1.00)~~ **(\$2.00)** 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 **weekend day**.

ARTICLE 8 LEAVE

Section 8.1 Sick Leave

C. Sick leave shall be granted, at the discretion of the Appointing Authority, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
2. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
 - a. caring for the spouse, **domestic partner (as defined by M.G.L. Chapter 175M)**, child, foster child, step-child, **domestic partner's child**, child of spouse, parent, step-parent, **parent's domestic partner, spouse or domestic partner's parents**, brother, sister, or **step-siblings**, grandparent, grandchild, **step-grandchild or domestic partner's grandchild**, **grandparents, step-grandparents, or grandparent's domestic partner** ~~parent or child of spouse~~, person for whom the employee is legal guardian, or a relative living in the household who is seriously ill; or
6. When appointments with licensed medical, **mental health**, or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition. Permissible sick leave use for these purposes shall include reasonable travel time to and from said licensed medical or dental appointments.
7. When an employee is absent due to ~~the excessive use of alcohol or narcotics, becomes and continues to be an active participant in an approved counseling service program.~~ **substance use disorder and is receiving treatment or participating in a recognized recovery program.** However, said participation may not mitigate the potential of disciplinary action.

K. In order to clarify existing practice, satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor **Clinical Psychologist, Licensed Independent Clinical Social Worker (LICSW)**, or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, a statement that the employee was unable to perform his or her duties due to the illness or injury (diagnosis not required) on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as

defined in Section 1(C)(2) of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within ten (10) days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

Section 4. Bereavement Leave

A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse, **domestic partner (as defined by M.G.L. Chapter 175M)** or child, foster child or step-child living in the household 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 ninety (90) calendar days from the date of death of the employee's spouse and within thirty (30) calendar days from the date of death of the employee's child, foster child or step-child living in the household.

B. Upon evidence satisfactory to the Appointing Authority of the death of step-parent, person for whom the employee is legal guardian, parent, brother, sister, grandparent, grandchild, or parent or child of spouse, or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four 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, grandparent or grandchild of a spouse, an employee shall be entitled to leave without loss of pay for a maximum of one 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

e. **Aunt**

f. **Uncle**

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

Section 8.6 Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.

B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:

1. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
2. Remit to the Appointing Authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government **outside their capacity as an employee or as part of their civic duty**, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her **supervisor/manager**. ~~department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.~~

Court leave shall not apply to employees who, as part of their regular work responsibilities or in their capacity as Commonwealth employees, are summoned as witnesses in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government.

Similarly, court leave shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses for travel, meals, rooms, etc.

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

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

Section 8.7 Military Leave

Military Leave shall be granted in accordance with applicable State and Federal law.

~~A. Subject to the provisions of Chapter 33, § 59 of the General Laws, as amended, an employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, or during his/her annual tour of duty of not exceeding thirty four (34) days in any state fiscal year, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.~~

~~B. Subject to the provisions of Chapter 33, § 59 of the General Laws, as amended, an employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days in the federal fiscal year as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.~~

~~C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.~~

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~~D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.~~

~~E. This Section shall be construed in conjunction with applicable law.~~

Section 8.8 Family and Medical Leave

A. Family Leave

8. 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 family leave, at a time requested by the employee. **An employee who is ineligible for family leave because they are in their probationary period, may use the ten (10) days in advance of eligibility, but said time will count towards their twenty-six (26) week allotment referenced in Section 8(A)(1).** 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~~ or 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 family leave granted under this Section shall be prorated **based on the regular weekly hours of the** ~~for regular~~ part-time employees.

B. Medical Leave

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

~~a. Effective October 1, 2014 for new requests of intermittent FMLA and effective January 1, 2015 for employees currently on FMLA, e~~ Employees who provide satisfactory medical documentation to support an intermittent FMLA **for a spouse, child or parent** may utilize up to 60 days of their FMLA allotment provided for in Section 8 (B) (1) for intermittent absences. **Employees may utilize up to one hundred (100) days of their FMLA allotment if the intermittent absence is due to a serious health condition of the employee which prevents the employee from being able to perform the functions of their position.**

b. 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.

c. 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 **to care for a spouse, child, or parent, or beyond the one hundred (100) days for the employee's own serious health condition** if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed ~~within the previous 52-week period.~~ **in a twelve (12) month period. For this purpose, a rolling twelve (12) month period will be used measured as the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under Section 8 of this Article commences for the employee.**

d. 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.

e. 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.

f. 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.

g. 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.

h. 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 **for spouse, child, or parent, and one hundred (100) days for the employee** 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.

i. 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.

Section 12. Paid Family Medical Leave (PFML)

A. Leave granted under the Paid Family Medical Leave Act, M.G.L. c. 175M, which does not otherwise qualify for leave under the FMLA or this Article, shall be used concurrently with the leave granted by this section, to the extent that such leave exceeds the twelve (12) weeks of leave granted by the Federal Law/FMLA.

B. Pursuant to M.G.L. Chapter 175M, any paid leave granted to the employee by the Administrator and/or the Employer for any given week shall not exceed the employee's average weekly wage. For this purpose, average weekly wage has the same meaning as provided in M.G.L. c. 151A, § 1(w).

C. An employee who has been granted paid leave in any given week in excess of their average weekly wage as described in this section shall be deemed to be in receipt of an overpayment. When the Employer determines that any employee has been overpaid, it shall notify the employee of this fact and the reasons, therefore. Following notice from the Employer, the Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and the employee agree to another arrangement.

ARTICLE 11 EMPLOYEE EXPENSES

Section 11.1

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of **sixty-two (0.62)** ~~forty (-40)~~ cents per mile.

New section:

E. Effective January 1, 2025, active employees shall be reimbursed 50% of their qualifying public transit purchases incurred through the Qualified Transportation Benefit Plan debit card. This reimbursement shall not exceed \$150.00/month and specifically does not include expenses incurred for parking.

Section 11.2

A. Effective the first full pay period of January 2025, An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

| Meal | Maximum Allowance | Applicable Period |
|-----------|------------------------------------|------------------------|
| Breakfast | \$2.50 (\$5.00) | 3:01 a.m. to 9:00 a.m. |
| Lunch | \$4.00 (\$8.00) | 9:01 a.m. to 3:00 p.m. |
| Supper | \$7.00 (\$14.00) | 3:01 p.m. to 9:00 p.m. |

Section 11.3

Effective the first full pay period of January 2025, Employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

| | | |
|----------------|------------------------|----------------------------------|
| Breakfast | 3:01 a.m. to 9:00 a.m. | \$2.75 \$5.50 |
| Lunch | 9:01 a.m. to 3:00 p.m. | \$3.75 \$7.50 |
| Dinner | 3:01 p.m. to 9:00 p.m. | \$5.75 \$11.50 |
| Midnight Snack | 9:01 p.m. to 3:00 a.m. | \$2.75 \$5.50 |

Section 11.4. Those employees who are on full travel status for the purpose of exercising care and custody of patients, clients or prisoners shall receive payment of ~~\$15.00~~ **(\$30.00)** for each such twenty-four hour period. After completion of one or more such consecutive twenty-four hour periods, if such an employee continues on full travel status for at least an additional six hours but less than an additional twenty-four hours, that employee shall be entitled to receive the payment of ~~\$15.00~~ **(\$30.00)** for such final period of full travel status.

**ARTICLE 12
SALARY RATES**

Section 1

- A. Effective the first full pay period in January 2025, 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 full pay period in July 2025, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.**
- C. Effective the first full pay period in January 2026, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.**
- D. Effective the first full pay period in July 2026, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.**
- E. Effective the first full pay period in January 2027, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.**

Section 12.5

The following shall apply to employees currently covered by this Agreement who are being either promoted or demoted into a job group also covered by this Agreement:

A. Whenever an employee paid in accordance with the salary schedules provided in Appendix A of this Agreement receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:

When an employee is receiving a promotion to a higher-grade position and the promotion date occurs 90 days or less before a step anniversary date in the lower-grade position, the employer will calculate the promotion as if the new step had already occurred.

Calculation 1:

- 1. For employees who are below the maximum step within their current job:**
 - a. Determine the employee's current salary rate and step within his/her current job group; then**
 - b. Find the salary rate of the next higher step within the employee's current job group; and**
 - c. Multiply the employee's current salary rate by one and ~~three~~ five one hundredths (~~1.03~~) (1.05); then**
 - d. Compare the higher of the resultant amounts from b) or c) above to the salary rates for the higher job group into which the employee is being promoted.**

e. The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from d) above.

Calculation 2:

a. Determine the years of the employee's relevant "experience", and/or substitution therefor, in the same or similar work. Relevant experience includes same or similar work performed in a lower grade or any experience that fulfills the minimum entrance requirements.

b. Subtract the minimum entrance requirements number of years from the employee's total years of experience.

c. Use the number of years of experience remaining to determine which step the employee would be placed in the resultant amount will be compared to the sum arrived at above;

Compare Calculations 1 and 2:

Whichever amount is higher will determine the step on the wage scale into which the employee shall be placed.

In the event the application of the above formula results in a salary that is less than the amount the employee would receive had he/she been promoted to the next lower grade, the employee's salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.

2. For employees who are at the maximum step within their current job:

Calculation 1:

a. Determine the employee's current salary rate and step within his/her current job group; then,

b. Multiply the employee's current salary rate by one and ~~three~~ five one hundredths (1.03) (1.05); then,

c. Compare the resultant amount from b) above to the salary rates for the higher job group into which the employee is being promoted.

d. The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant amount from c) above.

Calculation 2:

a. Determine the years of the employee's relevant "experience", and/or substitution therefor, in the same or similar work. Relevant experience includes same or similar work performed in a lower grade or any experience that fulfills the minimum entrance requirements.

b. Subtract the minimum entrance requirements number of years from the employee's total years of experience.

c. Use the number of years of experience remaining to determine which step the employee would be placed in the resultant amount will be compared to the sum arrived at above;

Compare Calculations 1 and 2:

Whichever amount is higher will determine the step on the wage scale into which the employee shall be placed.

B. Whenever an employee paid in accordance with the salary schedules provided in Appendix A of this Agreement receives a demotion to a lower job group, the employee's new salary rate shall be set at a step in grade within his/her new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months. ~~An Employee entering a position covered by this agreement from a position in a higher salary grade shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the new job grade or higher job grade, provided that in no event shall the employee receive a salary higher than that received in the position held prior to being lowered in job group.~~

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

Section 12.8

The following shall apply to employees not currently covered by this Agreement who are being transferred, promoted, or demoted into a position within a bargaining unit covered by this Agreement:

To determine if the placement of the employee into the new job group covered by this Agreement is a transfer, promotion or demotion; compare the values of the maximum steps of the current job group and the new job group. If the maximum step of the new job group has a greater value than that of the maximum step of the current job group, the new job group is of a higher grade and would be considered a promotion. If the maximum step of the new job group has a lesser value than that of the maximum step of the current job group, the new job group is of a lower grade and would be considered a demotion.

A. An employee entering a position within a bargaining unit covered by this Agreement from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be

placed at the first step-in-grade up to the maximum of the grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.

B. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade, which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement, shall be placed at a step in grade in accordance with the provisions of Section 5 of this Article.

C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade which is the equivalent of a higher salary grade in a bargaining unit not covered by this agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months.

New section:

Section 11 Bilingual Differential

Effective the first full pay period of January 2025, employees who are authorized by their Appointing Authority or his/her designee to provide bilingual services as a significant component of their job shall receive a differential of eighty dollars (\$80.00) per bi-weekly pay period. The provisions of this Section shall not apply to an employee who is otherwise specifically compensated to provide such service but shall be applicable to employees who provide bilingual services in sign language.

ARTICLE 19B TECHNOLOGY RESOURCES

~~Section 1. The Alliance recognizes that the Commonwealth is implementing the Human Resources/Compensation Management System (HR/CMS), which is a review of the business processes regarding payroll, personnel and other processes, replacing such current systems as PMIS and CAPS. The Alliance acknowledges that HR/CMS shall become the basis of the Commonwealth's payroll and personnel system.~~

~~The Alliance will accept such changes to business practices, procedures and functions as are necessary to achieve such implementation, e.g.: the change from a weekly to bi-weekly payroll system; direct deposit; and the change from a fiscal year basis to a calendar year basis for vacation and personal leave accrual and use.~~

~~The Commonwealth and the Alliance will establish a special labor management committee comprised of an equal number of Alliance representatives and management representatives. The Committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.~~

Section 2. In order to clarify current practice, the Commonwealth and the Alliance specifically agree that all hardware, software, databases, communication networks, peripherals, and all other electronic technology, whether networked or free-standing, is the property of the Commonwealth and is expected to be used as it has been used in the past, for official Commonwealth business. Use by employees of the Commonwealth constitutes express consent for the Commonwealth and its Departments/Agencies to monitor and/or inspect any data that users create or receive, any messages they send or receive, and any web sites that they may access. The Commonwealth retains, and through its Departments/Agencies may exercise, the right to inspect and randomly monitor any user's computer, any data contained in it, and any data sent or received by that computer. The Department/Agency will disseminate this Section to its employees at the time of their hire, and thereafter on an annual basis, as part of the employee's performance evaluation and afford said employees the opportunity to request clarification should it be necessary. The employee shall then sign an acknowledgement that he/she has received, read and understands this section within ten (10) working days of receipt.

The parties recognize and acknowledge that HR/CMS (Human Resources/Compensation Management System) is the Commonwealth's current payroll and personnel system, and that the Union will continue to accept such changes to business practices, procedures, and functions as are necessary to achieve the maximum utility of HR/CMS.

The parties further understand that, during the life of this Agreement, the Commonwealth may initiate efforts toward a successor to HRCMS. In such event, the parties shall establish a special labor-management committee comprised of an equal number of Unit 2 and management representatives. The committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining units that may arise from such a change of payroll and personnel systems. The committee will be convened in advance of any such changes to business practices that may significantly impact the membership.

ARTICLE 23 ARBITRATION OF DISCIPLINARY ACTION

Section 23.1

No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for ~~nine (9) consecutive months or more~~ who has satisfied the probationary period set forth in Section 1 of Article 2B, shall be discharged, suspended, or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with an 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. Upon issuance of discipline, including demotion, suspension, or termination, the Employer will carbon copy written notification sent to the employee to the Union.

**ARTICLE 23A
GRIEVANCE PROCEDURE**

Section 23A.11

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing. **The timeline to file at the next step of the grievance procedure, as described in Section 2 of this Article, shall commence on the date of the parties' agreement to waive a grievance to the next step of the grievance process.**

Section 15.

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

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

This committee shall convene ninety (90) days after the ratification of the 2024 – 2027 Collective Bargaining Agreement.

~~C. At, or following, the Step III stage of the grievance procedure and in certain designated agencies, including, but not limited to, DMH and DSS, Alternative Dispute Resolution (ADR) pilot programs shall be developed with a goal for initial implementation within six (6) months from the signing of the agreement. ADR programs may include, but shall not be limited to, mediation, an oral Step I grievance and review conferences. Effective July 1, 2007, one (1) day per month shall be provided for alternative dispute resolution of grievances.~~

**ARTICLE 24A
PERFORMANCE EVALUATION**

(Not contract language)

The parties agree to convene during the life of this agreement to discuss the possibility of removing the attendance categories from the EPRS.

**ARTICLE 29
DURATION**

This Agreement shall be for the **three-year** period from **July 1, 2024**, to **June 30, 2027**, and terms contained herein shall become effective on **July 1, 2024**, unless otherwise specified. It is expressly understood and agreed that subject to ratification by the Alliance AFSCME-SEIU Local 888 Membership, the predecessor collective bargaining agreement shall be modified in accordance with this memorandum of understanding.

**ARTICLE 30
REOPENER**

Section 1. Wage Reopener

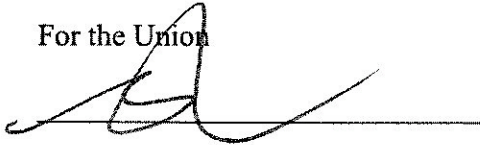
In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration and Finance and said Agreement is funded by the Legislature, and in the event such Agreement contains provisions for across-the-board salary increases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

(Not contract language)

The parties agree to update the list of active Unit 2 titles in the back of the contract to accurately reflect current titles and job grades. Will be provided before contract goes to print

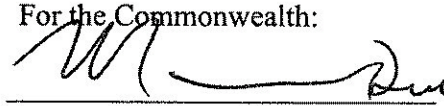
In contract
HUMAN RESOURCES DIVISION
ACTIVE UNIT 2 TITLES
(as of 6/19/2018)
(as of 2/27/24).

For the Union



2/27/24
Date

For the Commonwealth:



2/27/24
Date

For the Union

Harriet Etienne

Monique

Veronica

Steph

Heidi

Debbie

Dan Hambo

Patricia

Matt

Okah Mireles

Devin McKinnon

Nancy Silva

Carol Moulton

Francine

[Signature]

[Signature]

Jessica Bennett

[Signature]

[Signature]

Amanda Shepard

[Signature]

[Signature]

Ku Danu

Ju Kelly

Yvonne Barr

Quinn

[Signature]

Colin Kelly

For the Union

Charles Sefton

Neil Perry

Chen Chubow

Dan Funn

Kevin Hill

Keith Wallis

George P. Pappas

Paul Wang

R. P. Hill

Kenneth Blundell

Spencer Silver Nelson

Paul

Kelly Druska-Alum