

MEMORANDUM OF UNDERSTANDING)

)
) between the)

)
) COMMONWEALTH OF MASSACHUSETTS)
) DEPARTMENT OF PUBLIC WELFARE and)
) DIVISION OF MEDICAL ASSISTANCE)

)
) and the)

)
) ALLIANCE, LOCAL 509, SEIU/AFL-CIO)
)

FLEXTIME MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by the Commonwealth of Massachusetts, Department of Public Welfare (DPW) and Division of Medical Assistance (DMA), hereinafter referred to as the "Employer"; and by the Alliance, Local 509, SEIU/AFL-CIO, hereinafter referred to as the "Union".

Flexible work schedules, popularly called flextime, refer to a variety of arrangements in which fixed time of arrival and departure are replaced by a working week composed of two different types of time - core time and flexible time. Core time is the designated period during which all employees must be present in the office or on a field assignment. Flexible time is designated as part of the schedule of working hours during which employees may choose their time of arrival and departure from the office within limits consistent with this statewide agreement.

Consistent with the statewide agreement the Employer and the Union negotiated the following agreement:

1. Participation in flexible hours (Alternate Work Schedules - AWS) must be completely voluntary.

- New employees may participate in AWS after four months of their date of hire, or after their completion of training, whichever is later.
3. All other employees are eligible to participate in an AWS provided there is sufficient staff coverage.
 4. Approved AWS schedules are subject to annual review and approval, allowing the grandfathering of one year for existing workers, whose schedules will be consistent with the other provisions of this agreement.
 5. Weekly schedules may vary and will allow for a daily 1/2 hour variance in arrival and departure time.
 6. Bandwidth hours range from 7:00 a.m. to 6:30 p.m.
 7. A manager, supervisor, or designee as determined by management, must be present at all times.
 8. For both the field and Central the core hours are the hours when all employees must be at work, regardless of their individual schedules. The core hours for employees of the Department shall be from 10:00 a.m. to 3:00 p.m. Monday through Friday, with one floating 10:00 a.m. to 1:00 p.m. core hour day, provided there is prior approval by management.
 9. Regular office hours remain 8:45 to 5:00 p.m.
 10. The unauthorized banking of time is eliminated.
 11. All full time employees on AWS's, shall be scheduled to work on Friday afternoons. That is no full time employee shall leave before the end of core hours.
 12. All employees on AWS's shall submit an advance weekly schedule.
 13. Employees cannot work through lunch and/or breaks in order to accumulate work hours. A minimum 30 minute lunch period must be taken. A maximum of 2 hours is allowed.
 14. AWS will exist, as long as there is sufficient safety and security within the workplace for employees, as determined by Local Office Management.

15. In the event it becomes necessary for the Department to eliminate an employees' AWS, including those employee's grandfathered in under #4, the employer will provide the employee at least 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. In emergency situations management shall, at the Union's request, provide the reasons(s) for the elimination of the AWS.

For the Alliance,
Local 509, SEIU/AFL-CIO

Shady Elder
Bruce W. Callahan

For the Commonwealth

Cheryl Mc Intosh
Steve Kemp
[Signature]
[Signature]
Jessie G. Rojas
Joan Petrucci

SETTLEMENT AGREEMENT

WHEREAS, the Commonwealth of Massachusetts, Division of Medical Assistance (the Division) and SEIU Local 509, AFL-CIO (the Union) wish to amicably resolve all claims and issues relating to SUP-4262 and SUP-4744, the parties agree as follows:

1. Effective 10 business days after the final execution of this Settlement Agreement, the MassHealth Enrollment Centers in Taunton, Revere, Springfield and Tewksbury, the Member Services Evaluation Unit and the Central Processing Unit in Boston will close at 5:45 p.m. The hours for which these offices are open for business will remain 8:45 a.m. to 5:00 p.m.

2. Effective 10 business days after the final execution of this Settlement Agreement, the Division will no longer require Union members to submit an alternative work schedule request for the following week. The Division will require a Union member to submit a new alternative work schedule request only when he or she is requesting a change to his or her previously approved alternative work schedule.

3. If the Division wishes to revoke or modify a previously approved alternative work schedule, the Division shall give written notice to the Union member at least 10 business days before such modification or revocation shall be effective, except in emergency situations as described in ¶15 of the 1994 Flextime Memorandum of Understanding.

4. The provisions of ¶ 5 of the 1994 Flextime Memorandum of Understanding will remain in effect; however, the parties recognize that it is important for Union members to arrive for customer service duty at their scheduled start time.

5. Union members who arrive after their scheduled start time pursuant to this paragraph will be required to make up the time at the end of the same work day, if they can do so before the office closes at 5:45 p.m. If Union members are unable to make up the full amount of time on the same work day because the office closes at 5:45 p.m., they shall be allowed to make up the additional time later that week if possible. If it is not possible to make up the time later in the week, the time not made up must be charged to the employee's appropriate leave time.

6. The 7:00 a.m. start time for bandwidth hours set forth in the original Flextime Memorandum of Understanding shall remain in effect.

7. Within 15 business days of the final execution of this Settlement Agreement, the Union agrees to withdraw, with prejudice, the complaints of prohibited practice now pending at the Labor Relations Commission as SUP-4262 and SUP4744, and to forward notice of such withdrawal to the Division.

8. The Union and the Division agree to accept the undertakings of this Settlement Agreement as full and final settlement of any and all complaints, claims, grievances, demands, causes of action, charges and appeals that arise out of the facts, incidents or circumstances giving rise to this matter or that were asserted against the Division regarding this matter. However, this Settlement Agreement shall not impact John Stockman's pending May 1, 2000 one day suspension grievance, or any other currently pending Local 509 grievances regarding alleged violations of the Flextime Memorandum of Understanding.

9. This Settlement Agreement shall not constitute an admission by any party that any action taken by the party was unlawful or improper.

10. The terms and implementation of this Settlement Agreement, and/or the Settlement Agreement itself, are non-precedential, for settlement purposes only and shall pertain only to this matter.

11. Both the Union and the Division have read and understand this Settlement Agreement and attest that they knowingly and voluntarily accept its provisions in their entirety without reservation.

Local 509, SEIU AFL-CIO

Division of Medical Assistance

Adrienne J. Melias
Signature

[Handwritten Signature]
Signature

DINA CHAPTER PRESIDENT
Title

Assistant Commissioner, Admin+Fin
Title

2/15/01
Date

2/06/01
Date