

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, (SEIU) LOCAL 509
UNITS 8 and 10
FOR A
SUCCESSOR AGREEMENT**

January 1, 2024, through December 31, 2026

The parties agree to the following modifications to the Commonwealth and SEIU, UNITS 8 & 10 Collective Bargaining Agreements for January 1, 2024, through December 31, 2026.

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

1. Upon new employment or reemployment all employees shall serve a nine (9) month probationary period, except for teachers who shall serve three (3) consecutive years for the same employer. Probationary periods may be extended 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 leaves a position in an agency for another position in a different agency must serve an additional nine (9) month probationary period. 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/their prior position in the previous agency, or, if the position they vacated is not available he/she/they shall be placed on a recall list for the next available vacancy within that job title and location. (Existing language from Article 23, Section 1)

**ARTICLE 5
UNION BUSINESS**

Section 1 Union Representation

Union officials, including, but not limited to stewards, 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.

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 purposes below, and requests for such time off shall not be unreasonably denied.

All release time requests for the reasons below shall be processed through the applicable Department/Agency. 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.

- Attendance at Statewide, Departmental, facility and local labor management committee meetings, including reasonable travel and preparation time.
- ~~Attendance at legislative or gubernatorial work-related Commissions as so designated.~~
- Investigation and processing of grievances, including reasonable travel time.
- ~~Attendance at grievance and arbitration hearings, including reasonable travel and preparation time.~~
- ~~Participation in collective bargaining negotiations, including mid-term and contract negotiations, with allowance for reasonable travel and preparation time.~~
- Participation in Departmental meetings or Committees, including reasonable travel and preparation time.
- Representation of employees during investigations, hearings, or administrative inquiries within the Appointing Authority, including reasonable travel and preparation time.
- Non-grievance dispute resolution, including reasonable travel and preparation time.
- ~~Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.~~
- ~~All leave granted under this Section shall require prior approval of the Human Resources Division/Office of Employee Relations.~~
- ~~Requests for all paid release time must be made at least seven (7) days in advance.~~

All release time requests for the reasons below 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.

- Attendance at legislative or gubernatorial work-related Commissions as so designated.**
- Attendance at grievance and arbitration hearings, including reasonable travel and preparation time.**
- Participation in collective bargaining negotiations, including mid-term and contract negotiations, with allowance for reasonable travel and preparation time.**
- Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.**

Section 7 Orientation

A. Within the first thirty (30) days of employment (or entering into the bargaining unit), the Department/Agency will allot up to one hour to the Union and these employees during which time a union representative may discuss the Union with the employee without the presence of non-bargaining unit employees.

B. (New) New employees and employees entering the bargaining unit i.e., demotion, promotion, transfer, who are entering the Executive Office of Health and Human Services shall be permitted to attend the one (1) hour weekly Executive Office of Health and Human Services new hire Union orientation.

ARTICLE 6 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 7 (New) Racial Justice Labor Management Committee

The Commonwealth and Union acknowledge that issues around racial equity and discrimination have been discussed during negotiations toward a new Collective Bargaining Agreement. As provided for in Executive order 592 "that all programs, policies, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race." The parties recognize that anti-racism and anti-discrimination policies are crucial in the workplace for all its employees and for the delivery of services to our clients.

Therefore, the parties agree to the following:

- 1. The establishment of a Racial Justice Labor Management Committee that will review current Commonwealth employment policies and procedures in this area for**

the purpose of recommending training and/or education. Said Committee shall be comprised of members of the Commonwealth and the Union. The Labor Management Committee may include the Director of the Office of Diversity and Equal Opportunity or their designee, and other subject matter experts.

2. This ongoing Committee will convene immediately upon ratification of this Agreement by the Bargaining Units and will provide its recommendations.
3. The Committee may request aggregate, de-identified data related to substantiated complaints of discrimination. The information will be related to the number of complaints and the type of discrimination for those Agencies/Secretariats employing Union members. The request for information can be made on a quarterly basis.
4. The Union agrees that the information provided pursuant to Paragraph 3 will be used solely for the purpose of informing recommendations for policy and/or training. The Union agrees that it will hold the information in a confidential manner and will not disclose or use the information outside of the work of the Committee.

Section 8 (New) LGBTQIA+ Labor Management Committee

The Commonwealth and Union acknowledge that issues around equity and discrimination have been discussed during negotiations toward a new Collective Bargaining Agreement, Pursuant to Executive Order 592, the parties also recognize that LGBTQIA+ positive policies are crucial for "creating a culture of inclusion that values and promotes diversity and equal opportunity for all individuals in the workplace. Therefore, and as these issues have been discussed during negotiations toward a new Collective Bargaining Agreement, the parties agree to the following:

1. The establishment of a Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual/Ally, plus (LGBTQIA+), and Non-Binary Labor Management Committee that will review current Commonwealth employment policies and procedures in this area for the purpose of recommending training and/or education. The Labor Management Committee may include the Director of the Office of Diversity and Equal Opportunity or their designee, and other subject matter experts.
2. This ongoing Committee will convene immediately upon ratification of this Agreement by the Bargaining Units and will provide its recommendations.
3. The Committee may request aggregate, de-identified data related to substantiated complaints of discrimination related to the mission of this Committee. The information will be related to the number of complaints and the type of discrimination for those Agencies/Secretariats employing Union members. The request for information can be made on a quarterly basis.
4. The Union agrees that the information provided pursuant to Paragraph 3 will be

used solely for the purpose of informing recommendations for policy and/or training. The Union agrees it will hold the information in a confidential manner and will not disclose or use the information outside of the work of the Committee.

ARTICLE 7 WORKWEEK AND WORK SCHEDULES

Section 4 Rest Periods and Clean-up Time

A. Employees ~~may~~ **shall** be granted a rest period of up to fifteen (15) minutes per work day. Employees covered by recently expired contracts shall continue to enjoy the same rest period benefits provided for in such contracts.

Section 6 Shift Differential

A. **Effective the first full pay period of July 2024,** ~~E~~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 twenty-five cents (~~\$1.25~~) **(2.25)** per hour for each hour worked.

Section 7 Stand-by Duty

A. **Effective the first full pay period of July 2024,** ~~A~~an employee who is required by the department head to leave instructions as to where he/she/~~they~~ 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.

F. **Effective the first full pay period of July 2024,** ~~A~~an employee who is required by the Department head as a condition of employment to be available by electronic pager to report to duty immediately upon being paged shall be reimbursed at a rate not to exceed ~~seventeen dollars and fifty cents (\$17.50)~~ **thirty-five dollars (\$35.00)** for such standby period.

G. **Effective the first full pay period of July 2024, the Department of Children and Family Hotline Standby Pay differential will be increased to \$35 per shift.**

Section 8 Weekend Differential

A. **Effective the first full pay period of July 2024,** ~~E~~employees of the Commonwealth rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of ~~one two~~ **two** dollars and twenty-five cents (~~\$1.25~~) **(2.25)** per hour for each hour worked **for no more than 7.5/8.0 hours per day (or 1 shift per day).** ~~provided, however, that no employee shall receive said weekend differential for more than one (1) shift per weekend.~~

ARTICLE 8 LEAVE

Section 1 Sick Leave

D. 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/**their** duties because he/she/**they are 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 be reasonably scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

L. In order to clarify existing practice, satisfactory medical evidence (see Appendices D-1 and D-2) 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 working within his/her/**their** area of expertise, that he/she/**they** has personally examined the employee and shall contain the nature of the illness or injury (diagnosis not required); a statement that the employee was unable to perform his/ ~~or~~ her/**their** duties due to the specific illness or injury on the days in question; and the prognosis for employee's return to work.

Section 4 Bereavement Leave

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

Spouse/ **domestic partner (as defined by M.G.L. Chapter 175M)**
Child
Foster child
Step child/**child of a domestic partner** living in 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 thirty (30) calendar days from the date of the death of a child and within ninety (90) calendar days from the date of the death of the employee's spouse.

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

- Parent
- Step parent
- Brother
- Sister
- Grandparent
- Grandchild
- Person for whom the employee is legal guardian
- Parent of spouse
- Child of spouse/**child of domestic partner**
- Person living in household

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

C. Upon evidence satisfactory to the Appointing Authority of the death of a brother, sister, grandparent or grandchild of a spouse, **aunt** or **uncle**, an employee shall be entitled to leave without loss of pay for a maximum of one (1) work day taken within thirty (30) days from the date of death or upon notice of said death, at the option of the employee.

Section 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/**their** regular rate of compensation for the period involved; or
2. Remit to the Appointing Authority the jury fees if less than his/her/**their** 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 7 Military Leave

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

~~A. 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, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.~~

~~B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days 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 under Section 59 of Chapter 33 of the General Laws as amended.~~

~~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 the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.~~

~~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.~~

Section 8 Family and Medical Leave

A. Family Leave

7. During family leave taken in conjunction with the birth, adoption or placement of a child, an employee shall receive his/her/**their** 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/**they** 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.

Section 8 Medical Leave

B. Medical Leave

3. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious medical condition and is dependent upon the employee for care.

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 during their periods of intermittent leave.**

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/**their** 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 14 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. During an approved qualifying leave, employees may elect **to utilize their paid accruals only, or apply for a paid benefit from the DFML**. Employees who apply for a paid benefit from the DFML may utilize their accruals in accordance with Chapter 175M.

C. Pursuant to M.G.L. Chapter 175M, any paid leave subject to this section 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).

D. 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 10 HOLIDAYS

Section 5

An employee required to work on a holiday shall ~~accrue receive a compensatory day off with pay within sixty days~~ **compensatory hours at the straight rate for the actual hours worked.** Such compensatory time shall be added to the compensatory hours bank not to exceed a total of ninety (90) hours. Should the holiday compensatory hours exceed the maximum compensatory hours limit, or upon request of the employee, the employee shall be paid for holiday hours worked at the straight rate of pay in addition to pay for the holiday worked. ~~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 reasons, 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.~~

ARTICLE 11 EMPLOYEE EXPENSES

Section 1

A. ~~Effective September 12, 2005, w~~When an employee is authorized to use his/her personal automobile for travel related to his/her/**their** employment he/she/**they** shall be reimbursed at the rate of **sixty-two (0.62)** ~~forty (-.40)~~ cents per mile.

E. (New) 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 2

A. **Effective the first full pay period of July 2024** ~~A~~an employee who is assigned to duty that requires him/her/**them** to be absent from his/her/**their** home for more than twenty-four (24) 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	\$3.75 \$7.50	3:01 a.m. to 9:00 a.m.
Lunch	\$6.50 \$13.00	9:01 a.m. to 3:00 p.m.
Supper	\$9.50 \$19.00	3:01 p.m. to 9:00 p.m.

Section 3

Effective the first full pay period of July 2024 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.	\$3.25 \$6.50
Lunch	9:01 a.m. to 3:00 p.m.	\$4.25 \$8.50
Dinner	3:01 p.m. to 9:00 p.m.	\$6.25 \$12.50
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$3.25 \$6.50

ARTICLE 12 SALARY RATES

Section 1

- A. Effective the first full pay period in July 2024, 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 January 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 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.**
- D. 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.**
- E. 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.**

Section 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 Appendixes A-1 through A-2 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. Determine the employee's salary rate at his/her/~~their~~ current job group;**
- 2. Find the next higher step within the employee's current job group, or, for employees at the maximum rate within their current job group; and**

3. Multiply the employee's current salary rate by one and ~~three~~ **five** one hundredths (~~1.03~~) (**1.05**); then,
4. Compare the higher of the resultant amounts from 2) and 3) above to the salary rates for the higher job group into which the employee is being promoted.
5. 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 4) above.

Calculation 2:

1. **Determine the years of the employee's relevant "experience", and/or substitution therefore, 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.**
2. **Subtract the minimum entrance requirements number of years from the employee's total years of experience.**
3. **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. For the purpose of this section, the Educational Incentive shall be included with base pay when calculating step placement when an employee moves from a title that does not have a degree requirement to a title that has a degree requirement.

C. Whenever an employee paid in accordance with the salary schedules provided in Appendix A-1 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/their 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.

Section 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.

A. To determine if the placement of the employee into the new job group covered by this Agreement is a transfer, promotion, or demotion, first 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.B. 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/**their** entry into the bargaining unit.

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 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.

D. 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/**their** 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.

E. Any employee who, as a result of a reduction in force, is demoted in grade shall have his/her/**their** salary calculated as step to step, unless the employee's years of creditable service in the job grade to which he/she/**they is are** 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 credible 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 11 Bilingual Differential

A. ~~Effective July 9, 2017~~ **Effective the first full pay period of July 2024**, 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 fifty (\$50.00)~~ **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.

B. The Commonwealth, the Union and interested parties shall, over the course of this Agreement, conduct a comprehensive review of this Differential. This review will consider and ensure that the Differential is consistent with Executive Order 615, Promoting Access to Government Services and Information by Identifying and Minimizing Language Access

Barriers. Any changes agreed to shall apply only to future recipients of the Differential. Employees currently receiving the Differential shall retain it, provided that they continue to meet the criteria under which they received the Differential prior to the completion of this review.

ARTICLE 17A CLASS REALLOCATIONS

Section 4 (New)

The parties agree to establish a Labor Management Committee to identify Units 8 and 10 titles with recruitment and retention concerns, and to make recommendations to address these concerns. The Committee shall consist of representatives selected by the Union, and representatives selected by the Employer. The Committee will meet 45 days after ratification with the Class and Compensation Director at HRD and will jointly determine the process for analyzing identified classifications utilizing subject matter expertise (including external resources as appropriate) to perform a class and compensation/recruitment and retention study on positions identified by either party). Once the study is complete, but not later than 180 days after ratification, the recommendation will be made to the Chief Human Resources Officer in accordance with the Collective Bargaining Agreement.

ARTICLE 23 ARBITRATION OF DISCIPLINARY ACTION

Section 1

No employee ~~who has been employed in the bargaining units described in Article 1 of this Agreement for nine (9) months or more, except for three (3) consecutive years for teachers, 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 the Commonwealth must serve an additional probationary period upon re-employment. An employee who leaves a position in an agency for another position in a different agency must serve an additional probationary period. 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 for the next available vacancy within that job title and location.~~ Upon issuance of discipline, including demotion, suspension, or termination, the Employer will carbon copy written notification sent to the employee to the Union (designated e-mail address or by mail to 293 Boston Post Road West, Marlborough MA 01752).

ARTICLE 23A GRIEVANCE PROCEDURE

Section 1

A. The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining Agreement.

B. As a condition precedent to submitting a grievance alleging a violation of Section 1 of Article 23, the Union and the employee involved shall sign and give to the Employer, on a form agreed and incorporated as Appendix F, a waiver of any and all rights to appeal the disciplinary action to the Civil Service Commission. The waiver shall include a declaration that no disciplinary review has been commenced at the Civil Service Commission.

Section 2

The grievance procedure shall be as follows:

Step I

A. An employee and/or the Union shall submit a grievance in writing, or by facsimile machine, on the grievance form included in Appendix F of this Agreement, to the person designated by the agency head for such purpose not later than twenty one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The person so designated by the agency head shall reply in writing by the end of ~~ten (10)~~ **thirty (30)** calendar days following the date of submission, or if a meeting is held to review the grievance, by the end of twenty one (21) calendar days following the date of the ~~submission conference~~. The Agency Head's designee at Step II shall have the authority to sustain, vacate or modify a decision or action taken at the lower level.

Step II

~~A. In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing, on the grievance form included in Appendix F of this Agreement, to the person designated by the agency head for such purpose within ten (10) business days 72 following the receipt of the Step I decision. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought.~~

B. Disciplinary grievances filed at ~~Step II or Step III~~ **Step I or Step II** of the grievance procedure must also contain the "Waiver of Right to Appeal Disciplinary Action" form (as outlined in Article 23). Grievances not containing the signed waiver by the date of the scheduled conference, or the rendering of a decision shall be considered denied and are inarbitrable.

~~C. The agency head or his/her designee shall issue a written reply by the end of the thirty (30) calendar days following the day on which the appeal was filed or if a conference is held by the end of the twenty one (21) calendar days following the close of the conference.~~

~~D. C.~~ In disciplinary matters for which the agency head or his/her designee issues a decision to waive the grievance to ~~Step-III Step II~~ as described in Article 23, Section 3, such written decision shall be issued within ~~ten (10)~~ **thirty (30)** calendar days following the day on which the **grievance appeal** is filed at ~~Step-II Step I~~. In such instances, the agency head or his/her designee shall forward a copy of the decision to waive the grievance to ~~Step-III Step II~~, along with a copy of the disciplinary notice and the documentation presented by both parties at the pre-disciplinary hearing, to the Human Resources Division.

~~Step-III Step II~~

In the event the employee or the Union wishes to appeal an unsatisfactory decision at ~~Step-II Step I~~, the appeal must be presented, on the grievance form included in Appendix F of this Agreement to the Human Resources Division (HRD) within ten (10) business days of the receipt of the unsatisfactory decision at ~~Step-II Step I~~. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. HRD shall issue a written reply by the end of the thirty (30) calendar days following the day on which the appeal was filed or if a conference is held by the end of the twenty-one (21) calendar days following the close of the conference. HRD, at ~~Step-III Step II~~, shall have the authority to sustain, vacate or modify a decision or action taken at the lower **agency** level.

~~Step-IV Step III~~

Grievances unresolved at ~~Step-III Step II~~ may be brought to arbitration solely by the Union by filing a completed Request for Arbitration form with the Human Resources Division. Such form must be filed within thirty (30) calendar days of the receipt of an unsatisfactory ~~Step-III Step II~~ response.

Section 3

The parties agree to work to increase Alternative Dispute Resolution options throughout the grievance procedure to the extent outlined in Section 14 of this Article.

Section 4

Once arbitration has been requested by the Union; the Union has (60) calendar days from the receipt of the arbitrator lists provided by the Human Resources Division to select an arbitrator. If the Union fails to select an arbitrator within (60) calendar days of receipt of the arbitrator lists, the grievance is considered withdrawn with prejudice, but without precedent. If the Union requests ADR, the sixty (60) calendar day period will not commence until the Commonwealth responds with an affirmative or negative response. Upon the selection of the arbitrator, the Union shall initiate scheduling with the arbitrator within ten (10) months of the filing for arbitration. The parties will make a good faith effort to schedule a hearing date that falls within twelve (12) months of the filing for arbitration.

Section 5

A. The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within ~~thirty (30)~~ **sixty (60)** days of the Human Resources Division's receipt of the Request for Arbitration (as outlined above), the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

B. If the Union submits a grievance alleging a violation of Section 1 of ARTICLE 23 as a result of charges of client, patient, inmate or detainee mishandling or abuse to arbitration, both the Employer and the Union will select an arbitrator from a panel of arbitrators, agreed to by the parties, who have special experience and/or training in client, patient, inmate, or detainee abuse/mishandling.

Section 6

The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with M.G.L., c. 150C.

Section 7

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceedings, shall be divided equally between the Union and the Human Resources Division. Each party shall bear the cost of preparing and presenting its own case.

Section 8

If a decision satisfactory to the Union at any level of the grievance procedure other than ~~Step IV~~ **Step III** is not implemented within a reasonable time, then the Union may reinstitute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

Section 9

If the Employer exceeds any time limit prescribed at any Step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next Step of the procedure, except, however, that only the Union may request impartial arbitration under ~~Step IV~~ **Step III**. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

Section 10

~~In any disciplinary matter, Once a conference has been held at either Steps II or III~~ **Steps I or II**, ~~or in any non-disciplinary matter, once a conference has been held at Steps I, or II or III~~, neither party shall substantively change, modify or expand the charges, arguments, witness list or written documentation presented at that previous conference at the next step of the grievance procedure without endeavoring to give notification to the other party prior to the next scheduled conference or arbitration.

Section 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. **In cases of mutual agreement to waive the grievance to the next step the Union shall forward a copy of the agreement to waive to the next step along with a copy of the grievance to the Human Resources Division within thirty (30) days of the agreement to waive.**

Section 12

Each Department/Agency head shall designate a person(s) to whom grievances may be submitted at Step I ~~and/or Step H.~~

Section 13

~~A union representative or steward, whichever is appropriate,~~ **The Director of the Union's Member Action Resource Center** shall be notified **in writing** of grievances filed by an employee on his/her/**their** own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure.

Section 14

A. A sub-committee of the Commonwealth's Joint Labor/Management Committee, consisting of four (4) people designated by the President of SEIU, Local 509/Secretary of the Alliance and four (4) people designated by the Commonwealth, 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 the Alternative Dispute Resolution program and possible improvements to the efficiency of the grievance procedure.

Alternative Dispute Resolution programs may include, but shall not be limited to, mediation, an oral Step I grievance and review conferences.

This committee shall convene ninety (90) days after the ratification of the 2024 – 2026 Collective Bargaining Agreement.

B. **The fees charged by the Neutral shall be paid equally by the Commonwealth and the Union as agreed upon in the Memorandum of Understanding between the parties dated January 8, 2018.** ~~Commonwealth shall pay for all costs incurred in compensating neutrals under the Alternative Dispute Resolution obligations of this Article and the side letter between the parties dated September 10, 2001.~~ The parties agree that this obligation shall extend to an average of one day per month for the life of this Agreement.

C. The parties agree to provide for one (1) day per month for alternative dispute resolution of grievances.

Section 15

Arbitrators will issue a decision within 30 days of receipt of the parties post-hearing brief or oral argument. Upon request of either the Employer or the Union, the arbitrator will retain jurisdiction for sixty (60) days after the issuance of a decision in the event of a dispute over implementation.

ARTICLE 26 HR/CMS

Section 1

~~The Alliance/SEIU Local 509 recognizes and acknowledges that HR/CMS (Human Resources/Compensation Management System) is the cornerstone of the Commonwealth's payroll and personnel system.~~

~~The Alliance/SEIU Local 509 will accept such changes to business practices, procedures and functions as are necessary to achieve the maximum utility of HR/CMS.~~

~~The Commonwealth and the Alliance/SEIU Local 509 will establish a special labor-management committee comprised of an equal number of Alliance/SEIU Local 509 and management representatives. The committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining units arising from HR/CMS and the committee will be convened in advance of changes to business practices significantly impacting the membership.~~

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 HR/CMS. In such event, the parties shall establish a special Labor Management Committee comprised of an equal number of Alliance/SEIU Local 509 and management representatives. The Committee shall meet to discuss issues 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 30 DURATION

This Agreement shall be for the three year period from January 1, 2024, to December 31, 2026, and terms contained herein shall become effective on January 1, 2024, unless otherwise specified. It is expressly understood and agreed that subject to ratification by the Alliance Membership, the predecessor Collective Bargaining Agreement shall be voided and superseded by all aspects of this Collective Bargaining Agreement. Should a successor Agreement not be

executed by **December 31, 2026**, 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, negotiations for a subsequent Agreement will be commenced on or after **July 1, 2026**.

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

PRONOUN CHANGES

Where it says his/ her, add their, where it says he/she add they.

**APPENDIX H
COMMONWEALTH OF MASSACHUSETTS
PROGRAM GUIDLINES
FOR
ALTERNATIVE WORK OPTIONS**

II. Eligibility:

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

PREVIOUSLY AGREED TO MOUs

The parties agree all previously agreed to MOUs shall remain in effect for the duration of the agreement.

MEMORANDUM OF UNDERSTANDING
between the
COMMONWEALTH OF MASSACHUSETTS
and the
ALLIANCE, AFSCME-SEIU, AFL-CIO, LOCAL 509

Concerning Union Business and
Additions to Provision of Information Reports

During the course of bargaining, parties have discussed the provision of information to the Union from the Commonwealth on a bi-weekly basis. The parties agree to review and discuss efficiencies and/or changes to these reports during the term of this Agreement. The parties also agree to discuss any changes to the weekly New Hire E-mail reports. Any changes made to Article 5, Union Business, will be recorded within the Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING
between the
COMMONWEALTH OF MASSACHUSETTS
and the
ALLIANCE, AFSCME-SEIU, AFL-CIO, LOCAL 509

Concerning a Labor Management Committee and
Step Placement for New Hires

The parties agree to establish a joint Labor/Management Committee for the purpose of examining the process of step placement of new hires. Said committee shall consider:

- the method of determination of step placement for new hires;
- the impact of the step placement of new hires on current employees; and
- the identification of any resulting equity issues.

The first meeting of the Committee shall take place no later than one month after the date of execution of this agreement. The Committee shall meet at least monthly unless mutually agreed otherwise.

Each party shall determine the membership of their representatives to the committee.

Nothing contained herein shall prohibit the parties from agreeing upon and addressing the Committee's findings during the term of this Agreement.

SUPPLEMENTAL AGREEMENT M
covering
BARGAINING UNIT 8 EMPLOYEES
at the
DEPARTMENT OF REVENUE/CHILD SUPPORT SERVICES

Section 1 Comets HD

SEIU Local 509 ("the union") and the Department (the "Department"), collectively, the "Parties" recognize that the CSS Program requirements may evolve, may impact employees' expected job duties, and may require significant modification of COMETS HD functions. The Parties agree to meet on an as needed basis, as issues arise, for ongoing discussions relative to the employees' job duties, training, and opportunities for career advancement, at a frequency not exceeding once per quarter.



To provide quality service in the delivery of Child Support Services ("CSS"), management agrees to conduct a workload inventory analysis by functional unit, upon request. In an effort to ensure quality service delivery, the Parties will meet to discuss current employees' work and task load when needed, at a frequency not exceeding once per quarter.

The Commonwealth will consult with the Union regarding modifications to existing DOR job specifications that affect Unit 8 employees. The Union will participate in the review of these specifications prior to the implementation of any such change.

Section 2 – Training

The Parties agree that training is beneficial to the success of both its program and employees' career advancement. Workers shall be afforded opportunities to take training that will lead to advancement and improve the quality of their work at CSS. Management shall provide an employee who is denied a training with a written explanation why the training was denied; such explanation may be made by email.

- A. An employee who is denied attendance to trainings offered by ETD/CSS, The 509 Training Fund PACE/MassAchieve/MyPath (and all subsequent iterations of such), which would serve to enhance an employee's job performance and/or career/advancement and development shall be placed on a "wait list" subject to prioritization of divisional training needs and will be given top priority the next time that same or similar training is offered in the future.
- B. Employees who are denied training of a more general nature offered by ETD/CSS, The 509 Training Fund PACE/MassAchieve/MyPath (and all subsequent iterations of such), which will enhance their job performance and/or personal/career advancement, shall be placed on a "waiting list" and be given priority over other CSS employees when the same training becomes available in the future.

 05/07/2024
 5/7/24

SUPPLEMENTAL AGREEMENT N
Covering
BARGAINING UNIT 8 EMPLOYEES at
DEPARTMENT of MENTAL HEALTH

The Department of Mental Health and Local 509 recognize that the work done by the Human Service Coordinators at case Management site offices is an essential component of the community based support services provided by the Department of Mental Health. The parties recognize that the ability to provide an adequate service to the individuals that we serve, is directly related to the Department having sufficient staff and resources available to meet its objective to provide a high quality, community focused service.

To effectively utilize the current resources and provide the best practices in community based case management services, the Department of Mental Health, and the Union, recognize that caseloads need to be kept at a professionally manageable number. The Department of Mental Health will provide the Union with caseload numbers, *every* 3 months and any deviation in the caseload sizes will be monitored and discussed by the Labor Management representatives from the Department of Mental Health and the Union.

The Department of Mental Health and the Union seek to ensure that case management caseloads are assigned in an equitable manner and kept to a professionally manageable number. Before the assignment of cases, the employees workload should be reviewed and certain factors be taken into consideration, including but not limited to the number of short term cases assigned to that employee, the number of cases currently in crisis, the number of court involved cases, the number of homeless cases, the number of dually diagnosed cases and the number of bilingual cases. The number of cases that a case manager can adequately and professionally manage may also be impacted by any geographical implications, the availability of community based resources and issues accessing benefits and entitlements.

The Union shall request a meeting comprised of the Department of Mental Health Statewide Labor Management representatives, the Commissioner of the Department of Mental Health, or designee, and Local 509 representatives to discuss any caseload or workload issues that may affect members of Local 509 who are not working in the Case Management site based teams, if resolution is not achieved through local or statewide labor management. These may include but are not limited to: Clinical Social Workers, Rehabilitation Counselors, WRAP team members and Forensic Transitional Team members.

The parties agree to continue discussions of workload at statewide and/or local labor management meetings.

JCM
5/7/24

U.H.
5/7/24

SUPPLEMENTAL AGREEMENT O
Covering
BARGAINING UNIT 8 EMPLOYEES
HUMAN SERVICE COORDINATOR POSITIONS
AT THE DEPARTMENT OF DEVELOPMENTAL SERVICES

INTRODUCTION:

The Department and the Union recognize that the ability to provide quality casework is directly related to the Department having sufficient staff and adequate resources to meet its objectives of overseeing the health and safety of the individuals served and acquiring waiver reimbursement from the Federal Government. The Department and the Union recognize that although the provisions of this Agreement do not provide optimal workload and caseload standards, that the Agreement does represent the parties' best efforts to effectively utilize currently available resources and is consistent with the latest study from NASDDS (National Association of Directors of Developmental Disability Services).

The Department of Developmental Services recognizes the important work done by Service Coordinators and sees this work as one of its most essential functions in the community-based systems. The parties agree that the current caseload size has an impact on job efficiency.

The Department will work with the Union to educate others in state government about the importance of this job function, including the amount of Federal revenue that is generated as a result of Title **XIX**, Targeted Case Management and Waivers.

On a quarterly basis, the Department will provide the union with statistical information including, but not limited to, Adult Service Coordinator caseloads by Area Office and Region.

At the start of each fiscal year budget cycle and prior to the submission of the following year's budget request, the DDS Commissioner (and/or designee) and SEIU Local 509 DDS Chapter President shall meet to discuss the needs of the Department in regards to caseload standards and staffing. The Union may request a meeting with the EOHHS Secretariat, and the Department may make said request.

The DDS Central Office will file a budget request through its normal processes (Annual, Deficiency, and/or Supplemental) to seek additional State funded positions to address current Service Coordinator caseload ratios and any changes in the future due to a growth in eligible (or assigned) individuals.

ASSIGNMENT OF CASES:

The Department recognizes that some cases are more complicated than others. It is the Department's intent that cases be consistently assigned in as equitable a manner as intake permits. In an effort to ensure the equitable distribution of cases, supervisors are responsible for reviewing the workload of an employee's currently assigned cases, as well as the employee's current workload as compared to the workload of other employees in the supervisory unit. Supervisors shall also, prior to assigning cases, take into consideration other pertinent factors including, but not limited: the number of cases in crisis if any; the number of cases with court involvement; the number of placements; site visit monitoring responsibilities; the number of bi-lingual cases; the number of cases that require an ISP; the number of self-directed cases; the number of cases with out-of area-ties (and/or the geographic distance of cases assigned); and cases that require special accommodations. Appointing Authority personnel (Area Directors, Regional Directors, Unit Directors, Central Office Administrators), will take into account where Human Service Coordinators live in the case assignment process.

Please refer to the attached Memorandum of Agreement between the Commonwealth of Massachusetts Department of Developmental Services and SEIU Local 509 dated May, 2011 by both parties.

ASSIGNMENT OF CASES-NEW EMPLOYEES:

Except in extenuating circumstances, the number of cases that an HSC I that is new to the Department shall carry at any given time shall gradually increase over a three month period in the following manner:

- a. One-third of a full caseload at the completion of the first month.
- b. The second one-third of a full caseload at the completion of the second month.
- c. The final one-third of a full caseload at the completion of the third month of employment.
- d. Thereafter, they will be assigned cases in accordance with the usual case assignment protocols.
- e. Part time Human Service Coordinators shall be assigned cases or supervisees proportional to the hours worked.

INTERVIEW COMMITTEE:

The Department shall, to the extent possible, include Bargaining Unit 8 and Unit 10 members from the same unit and representation of the same title when identifying an interview committee of up to 5 interviewers for a vacant Bargaining Unit 8 or Unit 10 position. Where possible, the Designated Appointing Authority (contingent upon work location) should seek assistance of an out of work location Bargaining Unit 8 or Unit 10

employee to serve on the Interview Committee, as long as such assistance does not pose a detriment to the operations of the Department. Each office will make best efforts to include different Bargaining Unit 8 and/or 10 members to represent their respective unit and will rotate members to serve on said Committees.

VACANCIES:

The Department recognizes its obligation to do its part to minimize delays in the filling of funded vacancies. Vacancies will be requested for posting expeditiously. In further recognition that delays in filling of vacancies contribute to worker overload, the parties agree that all Bargaining Unit 8 employees shall, whenever possible, submit written notice of separation in a timely fashion.

COVERAGE OF CASELOADS:

Per the contract, there is an authorization process to review the coverage needs and determine if overtime is warranted. Overtime shall then be considered by Area Directors first, with the Appointing Authority (Regional Director) having ultimate discretion. All time will be reflected on SSTA.

When covering the work of other HSCI/11 positions, the covering HSCI/11 will be provided a reasonable amount of time to catch up on any overdue or incomplete work by the previous incumbent. The HSCI/11 will only be responsible for the timeliness of casework by the previous incumbent from the date casework is assigned to the HSC 1/11 forward.

DDS-HSC I UTILIZATION:

HSC I positions are utilized in the below sub-groups by population qualifiers:

Adult HSC I
Children's HSC I
Transition (MGL 688) HSC I
Intake and Eligibility Specialist HSC I
ABI/MFP-Acquired Brain Injured-Moving Forward Plan HSC I Rolland-Nursing Home
HSC I
Active Treatment Specialist HSC I
ASD-Autism Spectrum Disorder HSC I
PDP-Support Broker
QIDP (Qualified Intellectual Disabled Professional) HSC I-Title XIX-Facilities

DDS-HSC II AND III UTILIZATION:

HSC II and III positions are utilized in the following current deployment:

HSC II-Supervises employees/members in both the Community and Facility environments.

HSC 111-

Central Office-Autism Division
SIS Assessors

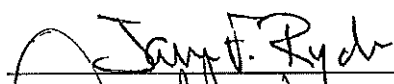
CASE RESPONSIBILITIES:

It is mutually agreed by the parties that the Statewide Labor Management Committee will address factors which arise during the life of the Agreement, which affect employee's abilities to meet their case responsibilities. The Department agrees to make a good faith effort, with IT support, to provide state of the-art technological equipment for all Bargaining Unit 8 and 10 employees.

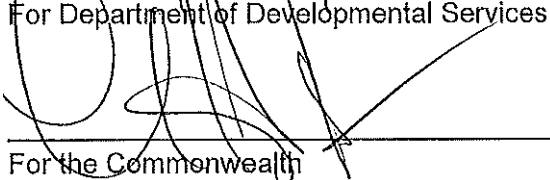
EDUCATION AND TRAINING:

In recognition of the importance of ongoing education in providing effective services to individuals, the Department agrees to provide ongoing Human Service Coordinator and Human Service Coordinator II training including, but not limited to, the Service Coordinator Institute and/or external workshops, conferences, in-person peer mentoring, and courses that are reviewed and approved by the Area Directors.

The Department and the Union agree to develop and implement a Human Service Coordinator II training curriculum for newly promoted or hired HSCIIIs.



For Department of Developmental Services



For the Commonwealth

5/2/2024
Date

5/2/2024
Date

Tina Simmerman 5/2/2024

For the Union Date

SUPPLEMENTAL AGREEMENT 0-1
Covering
BARGAINING UNIT 8 EMPLOYEES
RESIDENTIAL SUPERVISOR POSITIONS
AT THE
DEPARTMENT OF DEVELOPMENTAL SERVICES

INTRODUCTION:

The Department and the Union recognize the important role of Residential Supervisors in managing approximately 239 DDS-State Operated residential homes located throughout the Commonwealth of Massachusetts. Residential Supervisors are responsible for ensuring the health, safety, and care of the Individuals who reside in their homes.

HOME ASSIGNMENT CRITERIA:

The assignment of Residential Supervisors to a home is based upon the number of individuals supported as follows:

Residential Supervisor NB: 1 up to 5 individuals per residence

Residential Supervisor C: 6 up to 10 individuals per residence

A residence is defined as a single and/or multiple dwelling located within a specific geographic area.

COVERAGE OF HOMES:

In the event that the Department requires a Residential Supervisor I to *cover* a second RS I home due to either an extended *leave* and/or vacancy, the employee upon covering for a thirty day period shall be compensated at the Residential Supervisor II rate of pay.

In the event that the Department requires a Residential Supervisor II to cover another Residential Supervisor's home, due to either an extended *leave* and/or vacancy, the employee upon covering for a thirty-day period shall be compensated at the Residential Supervisor III rate of pay.

WORKLOAD REDUCTION METHODS:

Whereas the parties recognize that although the provisions of this agreement do not provide optimal standards, the agreement does represent the parties' best efforts to effectively utilize available resources in addressing the impact of increased workload to Residential Supervisors.

WORKLOAD SUPPORT SYSTEMS:

Management will make efforts, where reasonable, to give workload relief to Residential Supervisors in the following areas:

- 1) **Pilot Programs:** Prior to implementation of a pilot program, Management will provide SEIU Local 509 with the necessary pilot overview information 21 days in advance of when a pilot program will begin.

Management will provide the Residential Supervisors in the pilot program with sufficient training, materials, support, and defined outcomes during the pilot.

- 2) **Training of Direct Service Workers:** Management acknowledges for a Residential Supervisor to provide CPR, First Aid, /AED training and New Employee Orientation, is a significant time commitment that impacts their existing schedule and work duties. To address this where operationally feasible, management will use generic trainers such as but not limited to Red Cross and Learning and Development trainers to complete required trainings for Direct Service Workers. When a Residential Supervisor does provide training, additional time will be granted to them to complete their regular duties that week.

- 3) **Medication Administration Observation Pass:** Management acknowledges that for a Residential Supervisor to provide initial and corrective medication administration observation passes, additional time will be granted to the Residential Supervisor in order to complete other regular duties during that week.

- 4) **Behavior Plans:** Where applicable the author of the Behavior Plan will tally, collect and interpret the data that is generated by the implementation of the Behavior Plan. Residential Supervisors will collect behavioral data monthly and submit to the assigned Clinician. All Residential Supervisory staff as well as all assigned staff in a given home are to be provided clear information/instruction in the implementation of Behavior Management Plans and the data collection process by the assigned Clinician.

5) **Business Office:**

- a) Management will work with SEIU 509 to develop standards/ processes (in each Region) to make communication and work more efficient for Residential Supervisors.
- b) Management where applicable, will use regionally based staff to complete the MassHealth Redetermination forms when the Regional Director is appointed the Representative Payee.

6) Human Resource Assistance:

- a) Management acknowledges the increased workload in completing SSTA payroll tasks and where possible will provide training and assistance as needed. Management agrees, where operationally feasible, to allow a residential Supervisor to flex their work schedule within the same time reporting week to accommodate the need for accuracy and timeliness for submission of timesheets.
- b) Management will make reasonable efforts to have Program Directors screen potential applications in Mass Careers prior to submitting the applications to the Residential Supervisor.
- c) Where it is necessary to track FMLA and NOP management will use where reasonable ancillary positions (e.g. Work Partners) to run reports and track the information needed.

VACANCIES:

The Department recognizes its obligation to do its part to minimize delays in the filling of funded vacancies. Vacancies will be requested for posting expeditiously. In further recognition that delays in filling vacancies contribute to worker overload, the parties agree that all Bargaining Unit 8 employees shall, whenever possible, submit written notice of separation at least four (4) weeks prior to the effective date.

The Department will provide the union, quarterly, a list of all residential supervisor requisitions within the bargaining unit by region. HR and Program Directors shall make best efforts to review bids from other DSWs who want to *move* into that vacant position on a weekly basis and communicate any prospective bids with Residential Supervisors.

TRAINING AND PROFESSIONAL DEVELOPMENT:

In recognition of the importance of the job duties of a Residential Supervisor to provide effective services to individuals, the Department will provide a pre-service training program for all new employees. The Department will ensure new employees are sufficiently trained.

TECHNOLOGICAL EQUIPMENT:

The Department agrees to make a good faith effort to provide state-of-the-art technological equipment available in all homes managed by all Residential Supervisors.

Professional Recognition

The Department and the Union acknowledge the challenges confronting the Residential Supervisor Title and are committed to addressing concerns regarding staff morale and

turnover. To this end, the Department will extend the following goodwill gestures to Residential Supervisors:

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Professional Development

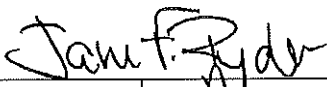
1. Establishment of a Labor/Management Career Ladder Committee: Comprising an equal number of SEIU Local 509 Residential Supervisors and Management representatives, this committee will review existing training programs and career ladders within the Department. Its mission will be to develop career ladder recommendations for submission to the Statewide Labor Management Committee.
2. Professional Days: Each Residential Supervisor will be entitled to 1 paid professional day per year to participate in their professional development. Trainings, including but not limited to, external workshops, conferences, in person peer mentoring and courses shall be reviewed and approved by the Regional Director. Such requests for approvals and denials will be provided to the union upon request.

Workload Efficiency

A productivity task force (efficiency work group) will be established within each region to deliberate on operational practices, pinpoint and eliminate duplications, and address queries or issues raised by residential supervisors. The task force will be comprised of an equal number of residential supervisors and pertinent members of management, such as program directors and other process stakeholders. Residential Supervisors will be granted a reasonable duration for travel and preparatory/follow-up activities for the meetings. A pre-meeting agenda will be shared by residential supervisors with management. Meetings will occur quarterly and may be conducted in-person, virtually, or through a hybrid approach. Management will authorize the use of the Commonwealth's technology to facilitate these sessions.

MAP Payment

If/when there is an increase on MAP payment for another bargaining unit the parties agree to re open the MAP Payment section of this Agreement to further bargain.



For Department of Developmental Services



For the Commonwealth

5/2/2024

5/2/2024

Tina Simmerman

5/2/2024

For the Union

Date

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**SUPPLEMENTAL AGREEMENT S-1 covering BARGAINING UNIT 8 EMPLOYEES at
the MASSACHUSETTS COMMISSION FOR THE BLIND**

The parties recognize that the delivery of quality human services to the legally blind residents of the Commonwealth is of paramount importance and, towards this end; all reasonable efforts will be made to ensure that all expressed needs for service are met.

The parties recognize that such services can most effectively be delivered within the context of an efficient and equitable caseload management system maintained by skilled professional human service workers.

The parties enter into this agreement applicable to direct service Unit 8 employees of the Massachusetts Commission for the Blind including workers in the following job disciplines: Vocational Rehabilitation, Social Rehabilitation, Rehabilitation Teaching, Children, Mobility, Deaf-Blind Extended Supports (DBES), and their supervisors.

SECTION I

REHABILITATION COUNSELOR A/B, C

- A. The following standards encompass the full range of work normally and currently performed by workers whose function is providing case management and/or support services in Vocational Rehabilitation, Social Rehabilitation, Rehabilitation Teaching, Children, Mobility, Deaf-Blind Extended Supports (DBES).

Whenever a worker is assigned other duties customarily perceived to be accepted responsibilities within the position's classification, her/his/their work standard shall be reduced in proportion to the time required to perform these duties. The parties recognize that client service is a worker's first priority and care will be taken to limit assignment of additional responsibilities to safeguard this commitment.

DISCIPLINE STANDARD

Mobility 30
Vocational Rehabilitation 60
Social Rehabilitation 70
Rehabilitation Teaching 70
Children 90
Deaf-Blind Extended Supports (DBES) 55

In the event that it becomes necessary to assign more than the standard number of cases to any worker, the work expectation as reflected in the worker's performance appraisal shall be adjusted proportionately.

Further, the parties agree to establish a Labor-Management Committee:

- 1). To recommend a caseload/workload standard for the disciplines listed above;
- 2). To discuss supervisory ratios; and
- 3). To discuss the process for covering vacant supervisory positions.

The Labor-Management Committee shall meet as necessary and agreed to by both representatives from the Union and Management at least annually.

- B. These standards shall serve as a goal for the purpose of assigning cases with the target of equalizing the number of cases per worker within disciplines. In order to equitably distribute the workload, the following practices shall be implemented in all service units impacted by this proposal:
1. Whenever the caseload size of any worker within a job discipline exceeds the standard, intake cases may be assigned to workers covering contiguous towns, but not across regions or programs, in order to equalize the number of cases carried by workers within that supervisory unit.
 2. Whenever the caseload size of all workers within a supervisory unit exceeds the standard, it shall be the responsibility of the supervisor to screen new referrals accordingly and determine assignment.
 3. Whenever the caseload size of all workers within a region or program exceeds the standard, management will move to achieve parity by assigning priority consideration to that region or program when an appropriately funded vacancy occurs in the agency.
- C. In equalizing the number of cases per worker, management shall take into consideration geographic area and travel time, and job performance shall be judged consistent with this factor.
- D. Whenever caseloads in a service area continue to exceed the standard statewide, and all other remedies herein referred to have been exhausted, the parties will develop interim assignment criteria pending requests to the administration and legislature for new positions.
- E. Part-time workers shall be assigned cases in accordance with A through D above and in proportion to hours worked.

SECTION II

**REHABILITATION COUNSELOR D and QUALIFIED VOCATIONAL
REHABILITATION COUNSELOR (QVRC D)**

- A. The agency staffing ratio of supervisors to workers shall be one [1] to five [5].
Placeholder established by the Labor/Management Committee referenced in Section I. A.
- B. Whenever a part-time supervisor supervises a number of employees greater than the proportional standard, management will make reasonable efforts to develop the supervisory resources necessary to supervise the excess.

CASELOAD STANDARDS

It is mutually agreed by the parties that the Statewide Labor-Management Committee will address factors which arise during the life of the Agreement which affect worker's abilities to meet their case responsibilities.

GRIEVANCE PROCEDURES

In the event that disputes arise, the provisions of this Agreement shall be processed through Step 2 in accordance with the procedure set forth in Article 23A of the Agreement, and is therefore not arbitrable.

The terms of this agreement will not be precedent setting, nor are they applicable to any other agency or department of the Commonwealth.

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SUPPLEMENTAL AGREEMENT T-1
Covering
BARGAINING UNIT 10
INSTITUTIONAL SCHOOL TEACHERS CHAPTER

EMPLOYEES WITHIN THE DIVISION OF INMATE TRAINING & EDUCATION
for the
DEPARTMENT OF CORRECTION

1. The parties agree the current work schedule for Academic Teachers C, D, E, School Counselors, Head Teachers, School Principals, and Education Specialists employed by the Division of Inmate Training and Education is as follows:
 - a. Academic Teachers and Education Specialists work eight (8.0) hours a day that includes a thirty (30) minute paid lunch period, five (5) days a week, equaling a forty (40.0) hour workweek.
 - b. All Institutional School Teachers C and D will work an academic year consisting of forty-one (41) weeks of instruction, and fifty-five (55) days of paid scheduled breaks. They also receive forty (40) hours of paid Float Time per fiscal year that shall be used during the forty-one (41) weeks of instruction.
 - c. All Institutional School Teacher Es will work an academic year consisting of forty-six (46) weeks of instruction, and thirty (30) days of paid scheduled breaks. All thirty (30) days of paid scheduled breaks may be used at any point within the Academic Teachers C and D fifty-five (55) days of paid scheduled breaks. They also receive forty (40) hours of paid Float Time per fiscal year that shall be used during the forty-six (46) weeks of instruction.
 - d. Education Specialists assigned to an institution will work an academic year consisting of forty-six (46) weeks of instruction and thirty (30) days of paid scheduled breaks. They also receive forty (40) hours of paid Float Time per fiscal year that shall be used during the forty-six (46) weeks of instruction.
 - e. During the first full pay period in July, or at the time of hire, all Institutional School Teachers C, D, and E and Education Specialists shall be credited with forty (40) hours of paid Float Time to be used during their respective forty-one (41) or forty-six (46) weeks of instruction. Float time may be used in fifteen (15) minute, increments upon request and approval by their supervisor or designee. Employees are responsible for tracking their own Float Time usage and balance.

Time that is not used before the end of the fiscal year shall not be carried over.
Float time may be used per Department and contractual guidelines.

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- f. As of the date of signing this Supplemental Agreement, an employee is no longer required to exhaust their personal days before using their Float hours in increments of less than two (2.0) hours. It is understood that the use of Float time does not provide an excuse for chronic absenteeism, tardiness, or early departure.
- g. The DOC retains the right to terminate the use of Float Time as set forth in Section 1, Paragraphs e and f of this Agreement in the event the DOC, in its sole discretion, concludes that Float Time is being abused, or that the use of Float Time is otherwise inconsistent with the DOC's operational needs, usage would revert to two (2.0) hour increments.
- h. The Department shall make every effort to not embed more than four (4) holidays (as outlined in Article 10, Section 1) during the fifty-five (55) days of paid scheduled breaks referenced in Section 1.b above. For each holiday in excess of the four (4) that are embedded in the Institutional School Teachers C and D scheduled breaks, the employee, 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 Department head.
- i. The Department shall make every effort not to embed more than three (3) holidays (as outlined in Article 10, Section 1) during the thirty (30) days of paid scheduled breaks referenced in Section 1.c above. For each holiday in excess of three (3) that is embedded in the Education Specialists and Teacher Es scheduled breaks, the employee, 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 Department head.
- j. Education Specialists assigned to the DOC's central office shall work a fifty-two (52) week schedule with accrual of twenty-five (25) days of vacation, to be taken per Departmental and contractual guidelines.
- k. Education Specialists shall maintain any vacation time already accrued as of July 2017.

- I. Schedules for the following school year shall be discussed by the parties, but the Department shall reserve the right to make the final determination of such schedules. The parties agree that the finalization and release of an ensuing

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- m. school year's School Year schedule shall occur no later than February 1 of the preceding year.
 - n. Institutional School Teachers C, D, and E will accrue sick time in accordance with Article 8, Section 1.
2. The Department of Correction shall retain complete discretion regarding the decision to implement the enhanced work schedule based upon the Department's ability to fund the salary increases that would follow implementation. However, upon such funding and implementation:
- a. Employees occupying Institutional School Teacher C, D, and E position titles shall work an enhanced schedule of no more than 224 workdays.
 - b. Employees occupying Education Specialist position titles shall work an enhanced schedule of no more than 224 workdays.
 - c. The Department will provide employees no less than six (6) months' notice of the plan to implement the enhanced work schedule.
 - d. The Department will make every effort to prevent involuntarily transfers or reassignments as a result of the implementation of this enhanced work schedule. However, should it become necessary for the Department to transfer or reassign an employee involuntarily the Department will do so in accordance with Article 14, Section 4.
 - e. The salary of employees referred to in Section 1, paragraph a, above will be increased by the percentage increase in the number of school days in the academic year. The academic year for each employee shall consist of no more than 224 workdays, however the school may be open for a longer duration of time.
 - f. All full time employees who work the enhanced schedule shall accumulate sick leave in accordance with Article 8, Section 1.
 - g. Employees who participate in the enhanced schedule shall be granted 25 days of vacation each year, to be used at a time or times of their choosing subject to

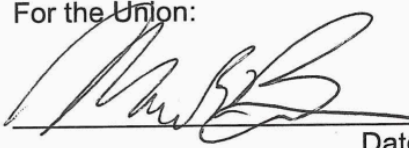


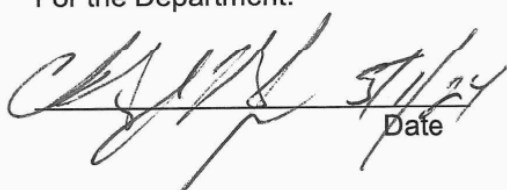
normal management approval, except for up to five (5) work days between Christmas and New Years during which the schools will be closed.

- h. Upon implementation of the enhanced work schedule and financial portion of this agreement, Education Specialists who possess and submit a Massachusetts

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Department of Elementary and Secondary Preliminary Educator's License shall have their salaries adjusted to the Institutional School Teacher C week salary schedule, which would be created and implemented upon funding. Placement on the salary schedule shall be in accordance with Article 12, Section 5.

- i. Upon implementation of the enhanced work schedule and financial portion of this agreement, Education Specialists who do not possess but subsequently earn and submit a Massachusetts Department of Elementary and Secondary Preliminary Educator's License shall have their salaries adjusted to the Institutional School Teacher C 52 week salary schedule, which would be created and implemented upon funding. Placement on the salary schedule shall be in accordance with Article 12, Section 5.
- j. No employee who has completed a contractual probationary period shall be subject to any additional probationary period as a result of this agreement. However, any newly hired employees required to teach vocational subjects as an academic teacher will be subject to a three (3) year probationary period similar to new employees who teach academic subjects and shall be hired with appropriate salary and vacation accrual rates as stated in this agreement.

For the Union:	For the Commonwealth:
 Date 5/1/24	 Date 5/1/24
 Date 5/1/24	For the Department:  Date 5/1/24

MS
4/24/24

SUPPLEMENTAL AGREEMENT Z
for
BARGAINING UNIT 8 EMPLOYEES
within the
DIVISION of HOUSING STABILIZATION
at the
EXECUTIVE OFFICE of HOUSING and LIVABLE COMMUNITIES

1. **Equitable Case Loads:** The Division and the Union recognize that some cases are more complicated and may take more time than others. The Division and the Union also acknowledge that some cases are more critical than others and may require additional time to complete. The Division and the Union further acknowledge that cases should be assigned in as equitable a manner as intake permits. To help ensure the equitable distribution of cases, supervisors should review the assigned cases of their staff. The Division and the Union further recognize that caseloads should be kept to a manageable number so as to not unreasonably burden staff and compromise client services. The Division and the Union recognize that proper caseload management is necessary to effectively utilize current resources and provide the best practice in community-based case management services. To this end, the Division will provide the Union with regional spreadsheets containing staff case assignments every 3 months. The parties further agree that any deviations and/or discrepancies in the caseload sizes will be discussed and addressed by the Special Labor-Management Committee referenced in Section 4 below.
2. **Mandatory Training:** The Division and the Union recognize that training enhances the ability of staff to stay updated on recent policy and regulatory changes, as well as being beneficial to the overall success of the Division and the career of the worker. The parties agree that Homeless Coordinators should not be expected to perform their regular duties while they are participating in mandatory training as this will interrupt and impact the quality of the training unless operational needs require that they do so.
3. **Limits on Discipline:** The Division and the Union agree that in contemplating or reviewing the reasonableness of disciplinary action based on the quality of an employee's work performance, potentially mitigating factors should be considered, such as: the actual work time the employee had available to do the job, the size, make-up and complexity of the employee's caseload or non-caseload duties and responsibilities as well as any special projects or other time sensitive work assignments or responsibilities. In any event, discipline shall only be imposed in accordance with relevant sections of this collective bargaining agreement.

In the event that SEIU Local 509 believes that an employee has been disciplined for failure to meet work expectations, the Union may file a grievance and request that it be treated as an expedited grievance. Within thirty (30) calendar days of the filing of the grievance, the Division shall either issue a written decision or schedule a Step II hearing with the Union. In the event that a hearing takes place, the Division shall issue its written decision within twenty-one (21) calendar days following the conclusion of the hearing. In the event that the

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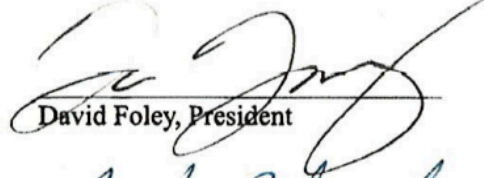
case involves suspension or discharge of the employee, either party may request expedited arbitration. Arbitrations held pursuant to this section shall be heard by an Arbitrator drawn from a list of arbitrators agreed upon by the parties and pursuant to the provisions of Article 23A of the Commonwealth/Alliance SEIU Local 509 collective bargaining agreement. The arbitrator's decision shall be final and binding on the parties and shall be enforceable in accordance with the provisions of M.G.L. Chapter 150C.

4. **Labor-Management Committee:** The Division and the Union agree to the continuation of their Labor-Management Committee which shall consist of up to seven (7) persons designated by the EOHLC Secretary and/or the Undersecretary of the Division, and up to seven (7) persons designated by SEIU Local 509. The Committee will meet monthly (or more or less often as mutually agreed to by its members) to review and discuss the implementation of current and future projects and initiatives. The Committee will review and discuss potential changes in employee roles and responsibilities resulting from the implementation of new and/or ongoing projects or initiatives. The Committee may also discuss priorities and timetables necessary to achieve appropriate implementation of these projects or initiatives, as well as caseload numbers and possible adjustments thereto, if necessary, as referenced in Section 1 of this agreement.


5. **Vacancies:** The Division recognizes its obligation to do its part to minimize delays in the filling of funded vacancies. To that end, EOHLC will notify the Union on a monthly basis of current and/or anticipated vacancies.

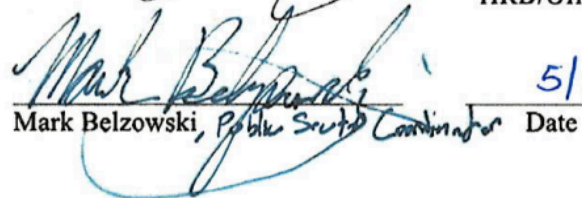
6. **Flex Time Policy:** The parties agree to meet and discuss the parameters of a flex time policy, including the creation/implementation of such a policy.

For the Union


David Foley, President

For the Commonwealth:


Matthew Hale, Deputy Director
HRD/Office of Employee Relations


Mark Belzowski, Public Safety Coordinator

5/10/24

Date

5/10/2024
Date