

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

July 1, 2020, through June 30, 2023

**Article 3 Union Security
Section 2**

An employee may consent in writing to the authorization of the deduction of union dues from their wages and to the designation of the union as the recipient thereof and may withdraw such consent in accordance with the terms of the membership and dues deduction agreement between the employee and the Union and with the laws of the Commonwealth. Such consent shall be in a form acceptable to the Office of Employee Relations and shall bear the signature of the employee. Said form may be completed online as an electronic form, or completed, printed, and shall be sent to the appropriate agency human resources officer. An employee may withdraw his/her dues check-off authorization by providing notice in writing to the Office of Employee Relations, and the union will be notified immediately of such request to withdraw union dues authorization.

Article 7 Work Week and Work Schedules

Section 1 Scheduled Hours, Workweek, Workday

C. When the Employer desires to change the work schedule of employee(s) the Employer shall, whenever practicable, solicit volunteers from among the group of potentially affected employees, and select from among the qualified volunteers.

The Employer will strive to provide the employee at least fifteen (15) working days prior written notice, but shall, except in emergency situations, give any affected employee whose schedule is being involuntarily changed no fewer than ten (10) working days written notice of such contemplated change. The provisions of this subsection shall not be used for the purpose of avoiding the payment of overtime.

Article 8 Leave

Section 14 Paid Family Medical Leave (PFML) (New Section)

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.

Article 10 Holidays

Section 1

The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Article 12 Salary Rates

Section 1

The following shall apply to full-time employees:

A. Effective the first full pay period in July 2020, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two and one-half percent (2.5%) increase in salary rate.

B. Effective the first full pay period in July 2021, 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 2022, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.

D. All employees who are currently active upon the date of signing of this MOU, will receive a one-time COVID Recognition Payment of one and one-half percent (1.5%) of their base salary. (A minimum amount of \$1,000 shall be set for the one-time payment.)

AFSCME shall withdraw, with prejudice, SUP-19-7661. In the event that the Department of Family and Medical Leave establishes a PFML contribution rate for which the maximum allowable employee share exceeds 0.5 percent, upon request by the Union, the parties shall bargain over the impact of that contribution rate.

Section 4

A. Under the terms of this Agreement, an employee shall advance to the next higher salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her Appointing Authority. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date.

B. In the event an employee is denied a step rate increase by his/her Appointing Authority, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases, **except in circumstances when an employee qualifies for Family and Medical Leave (FMLA), Paid Family and Medical Leave (PFML) or any other unpaid leave taken pursuant to Article 8.**

Article 24 Personnel Records

Section 4

D. The parties agree that written warnings that have been placed into the personnel record of an employee which are more than two and one-half (2 1/2) years old from the date of the issuance of the reprimand, provided there has been no subsequent discipline imposed shall be removed from the personnel record upon the request of the employee, or absent such request, shall be considered removed from the personnel record.

Article 30 Duration

This Agreement shall be for the three-year period from July 1, 2020~~17~~ to June 30, 2023~~0~~ and terms contained herein shall become effective on July 1, 2020~~17~~ unless otherwise specified. It is expressly understood and agreed upon that subject to ratification by the UNIT 2 Membership, the predecessor collective bargaining agreement shall be voided and superseded by all aspects of this collective bargaining agreement.

Article 31 Wage Reopener

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

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UNIT 2

Regarding Recruitment and Retention

The parties agree to establish a labor-management committee to identify Unit 2 titles with recruitment and retention concerns and make recommendations to address these concerns. The committee shall consist of up to four (4) representatives selected by the Union and up to four (4) representatives selected by the Employer. ~~The committee shall meet upon request of either party.~~
The Committee will meet 45 days after ratification with the Class and Compensation Director at HRD and 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 these specific positions (in addition to positions identified by either party): LPN; Laborer; Trades Worker; Development Services Worker; Facility Service Worker; Mental Health Worker; and Nursing Assistant. Once the study is complete, but no later than 180 days after ratification, the recommendation will be made to the Chief Human Resources Officer in accordance with Article 17 A section 4.

New Committee

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UNIT 2

Regarding Medication Administration Program (MAP)

The parties agree to establish a labor-management committee to review all aspects of the current MAP program including but not limited to; efficiency, training, certification process and Supplemental Agreement O to inform discussions for the MAP program in successor agreements. The committee shall consist of up to three (3) representatives selected by the Union and up to three (3) representatives selected by the Employer. The committee shall meet upon request of either party.

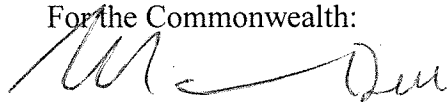
For the Union:



2/14/21

Date

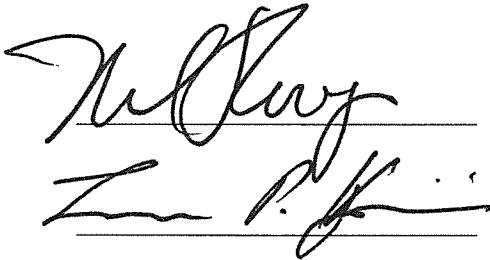
For the Commonwealth:



2/16/21

Date

For the Union:





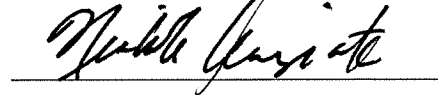
John F. Lewis



Denise MacKinnon

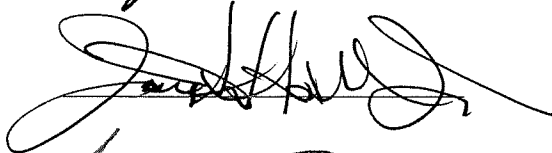


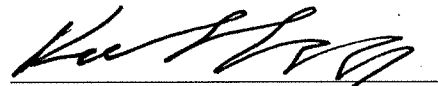
Wendy S. Lee

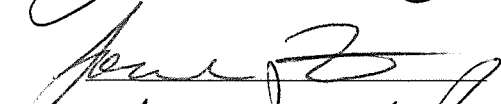


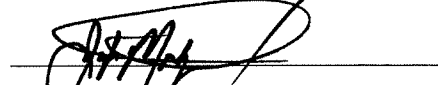
Juanne Clarke



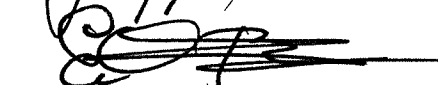






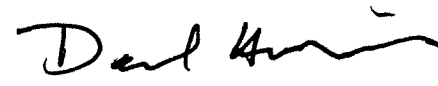






Karla Mitchell





May O'Brien

Matt Adams

Patricia B.

~~Angela~~

~~Justin~~

Dr. Silvey

Chesler

Chudwin

Kelly Abram

~~John~~

Jessica L. Miller

~~John~~

Carol Mullen