

Tentative Agreement reached between Alliance - Unit 2 & the Commonwealth of MA!
07/02/2014

AFSCME COUNCIL 93 AND SEIU LOCAL 888
ALLIANCE UNIT 2 TENTATIVE AGREEMENT

Negotiations for a new contract (or “CBA”) concluded June 25, 2014. Appearing below is a summary of the amendments of and additions to the current contract that will go into effect as provided in this tentative agreement. The period covered by this CBA is from July 1, 2014 through June 30, 2017. Any terms of the current CBA not changed by this tentative CBA remain in full force and effect. Appearing below is a discussion of some highlights of the tentative agreement, followed by directions to an internet link to the entire Memorandum of Agreement, as well as directions to hard copies of the [MOA](#).

THE ALLIANCE BARGAINING COMMITTEE
SUPPORTS THE RATIFICATION OF THIS CONTRACT!

WAGES

The salary increases in this tentative agreement appear in Attachment “A.” They provide for a salary adjustment over the life of the CBA in excess of 9%. In addition to these wage increases, the tentative agreement provides that on Jan. 1st of each of the 3 years of the CBA, the cash equivalent of .25% of the combined Unit 2 payroll[1] is made available to be distributed for purposes mutually agreed to by the parties. We are pleased to note this tentative agreement makes specific monetary provision for those required to maintain their MAP certification[2], and these cash payments are in addition to the two (2) added comp days that were secured for MAP folks two (2) years ago. This is more fully explained in Attachment “A,” which also contains many of the other purposes the parties may agree to address by distribution from this annual .25% appropriation. The Parties agreed to meet prior to July 31, 2014 to continue discussions on the entire allocation of the .25% for each year of the CBA, such as Personal Vehicle Usage Stipend, increase in meal allowance, clothing/uniform maintenance allowance, bilingual differential, increase in Health & Welfare funding, etc.

BI-WEEKLY ACCRUAL

The parties agreed to adopt a bi-weekly method of accrual of vacation and sick leave. Under this method, WHICH IS TO BECOME EFFECTIVE NOVEMBER 1, 2015, Vacation and sick time will now be accrued bi-weekly, not monthly. The time you accrue is based on a percentage of time on the books for that pay period. For example, under the current contract if you are off the books for nine (9) hours in a month you would lose all ten (10) hours of sick time you would have accrued. With the bi-weekly accrual of sick leave, you would only stand to lose thirty (30) minutes of sick time for being off the payroll for nine (9) hours.

STATE OF EMERGENCY

This past winter brought home the point that the Unit 2 employees are truly critical to the provision of very valuable service to the Commonwealth. Whether in Human Services, Environmental Affairs, or other areas, we must report to duty, weather or emergency notwithstanding. Our Committee made it clear in these negotiations the days of any of our members being disadvantaged because of such emergency conditions must end. This CBA provides three (3) positive changes. First, if we have a documented hardship which prevents us from making it to work, we can utilize available leave and avoid being “docked,” or “NOP’d.” Second, we will now enjoy “flexibility” related to late arrival at work, and with at least one (1) hour notice, we can utilize available leave, and avoid being “docked,” or “NOP’d.” Third, CBA creates a Joint Labor Management Committee to deal with responding in emergencies, and the Alliance is dedicated to insuring we achieve all the accommodations and benefits we deserve for responding in such times of crisis.

PERSONAL LEAVE

The employer heard it loud and clear during our talks that the days of us being unreasonably denied access to personal leave must end as well. The negotiations revealed the inconsistent practices among and between departments, as well as among and between locations within departments related to access to leave. The parties made solid progress during negotiations towards a formula that would effectively remove many of the obstacles that now stand in the way of “P/L” use. The State committed to continue aggressively scheduled talks with our “P/L” Committee, and committed to begin those talks with the favorable concepts we had developed during main table negotiations still on the Committee bargaining table. We know both sides recognize the current state of affairs in too many locations as unacceptable, and we are confident we will take meaningful steps to enhance access to “P/L” through this state-wide Committee.

SICK LEAVE/EMPLOYEE PRIVACY

A common concern among the negotiating team was the potential for abuse of what should be confidential medical evidence by some supervisors. We reached agreement with the State on two (2) proposals that help address our concern about employee privacy. The Request for Medical Verification Form (form “G-1”) will now have the following language appear on the bottom of the form: “This form may be returned to your supervisor or the designated person in Human Resources.” The form will have the name of the person in H.R. to whom the form is to be submitted. Under this tentative agreement, if you have concerns about giving your supervisor your medical information, you don’t have to – submit it to H.R. This tentative agreement also provides that a “diagnosis” is “not required” in the medical evidence requested by the employer.

BEREAVEMENT LEAVE

Foster child and stepchild living in the household have been added to the 7 day category, and spouse of employee’s: brother; sister; spouse’s sister; and, spouse’s brother have been added to the 1 day category.

INTERMITTENT FMLA

Many of our members use intermittent FMLA when the employee or a spouse, child, or parent has a need. This is an important benefit. On the other hand, many of our members find their schedules or expectations disturbed when a fellow worker uses intermittent leave. This can be burdensome. To protect the interest of the employer, the folks who need leave, and the folks they work with, the parties have developed a new system. Effective Oct. 1, 2014 for new requests for intermittent FMLA, and effective Jan. 1, 2015 for employees currently on FMLA, employees can utilize up to sixty (60) days of their FMLA allotment. The employer and the employee shall try to work out a schedule and/or a modification of duties that meets the employee's needs, and does not unduly disrupt operations. If the employer feels the need to terminate the intermittent leave, the employee can access his/her fulltime leave. But if the employee does not desire to do so, the employee and the union may turn to an arbitrator, who will declare whether the employer has made a reasonable attempt to accommodate the need of the employee beyond the sixty (60) days, and whether or not the leave unduly disrupts operations. The status quo will be preserved pending the decision of the arbitrator. We believe such a system will insure fairness for all concerned.

COMPENSATORY TIME

The current ninety (90) hour limit of accumulated time is increased to one hundred twenty (120) hours.

THE ENTIRE TENTATIVE CONTRACT IS CONTAINED IN A MEMORANDUM OF AGREEMENT (or "MOA")

The CBA's provisions summarized above are among a number of changes reflected in the CBA that is before you for ratification. All of the changes are contained in the MOA. The Articles which were addressed in the MOA are: Art. 6 – Anti-Discrimination and Affirmative Action; Art. 7 – Workweek and Schedules; Art. 8 – Leave; Art. 9 – Vacations; Art. 10 – Holidays; Art. 11 – Employee Expenses; Art. 12 – Wages; Art. 14 – Seniority, Transfers, Promotions, Reassignments, Filling of Vacancies and New Positions; Art. 17 – Classification and Re-classification; Art. 18 – Layoff and Recall; Art. 23 – Arbitration of Disciplinary Action; Art. 23A – Grievance Procedure; Art. 29 – Duration; Art. 30 – Reopener. In addition, the parties agreed to discuss LPN differential, LPN assignments related to a certain Unfair Labor Practice case, and the Flex-Support Agreement in DDS. The Campus Police Detail rate contained in Supplemental Agreement K was increased to \$35 per hour.

The entire tentative agreement can be reviewed by clicking [HERE](#), and printed copies can be provided by contacting your local President/Representative or by contacting the AFSCME Council 93 Offices in Boston, Palmer, Burlington and/or New Bedford or the [SEIU 888](#) offices in Charlestown, West Springfield and Worcester!

ALLIANCE UNIT 2
Contract Ratification Voting Sites
Date: July 10, 2014 7:00 a.m. to 5:00 p.m.

AFSCME Council 93

9th floor Conference Room

8 Beacon St, Boston

AFSCME Council 93 Western MA Office

21 Wilbraham St, Bldg 51 Palmer

Berkshire Community College

West St, Pittsfield

Room G10

Chelsea Soldiers Home

91 Crest Ave, Chelsea

Chelsea auditorium

Corrigan Mental Health Center

49 Hillside Street, Fall River

Steven's Conference Room

(Please note 7 a.m. to 2:30 p.m.)

Fernald Developmental Center

200 Trapelo Road, Waltham

Fernald Activity Center

Holyoke Soldiers Home

110 Cherry St, Holyoke Conference
Room B

Mass Hospital School

Fish Bowl

3 Randolph St, Canton

Hogan-Berry Regional Center

Rte. 62, Hathorne

Recreation Building Conference Room
(formerly, the canteen)

Pocasset Mental Health Center

830 Country Road, Pocasset

Large Admin Conference Room

SEIU 888 Worcester Office

330 SW Cutoff, Worcester

Shattuck Hospital

Lobby Area

170 Morton St, Jamaica Plain

Taunton State Hospital

60 Hodges Ave. Ext, Taunton

Bove Auditorium Chambers Building

Templeton Developmental

212 Freight Shed Road, Baldwinville

Templeton Administration Building

Tewksbury Hospital

C-1 Conference Room

365 East St, Tewksbury

Western MA Hospital School

Chadwick Conference Room

Westfield, MA

Worcester Recovery Center & Hospital

Hospital Drive, Worcester

Room K1-B14

Wrentham Developmental

Emerald St (Off Route 1A),

Wrentham Auditorium

CURRENT AGENCY FEES

A ratification vote for State Employees in Unit 2 on the proposed three-year agreement between the Alliance and the Commonwealth will be held on July 10, 2014 at the sites and during the times listed in this document. All employees in the bargaining unit covered by the proposed agreement are eligible to vote, and may vote at a designated site, regardless of union membership. An up to date payroll list will be at the voting sites. This voting list will include the names of the employees in the bargaining unit. In the event that an employee's name is not on the eligible list, the employee may vote a challenged ballot. Challenged ballots will be sealed in envelopes and counted upon certification of the eligibility of each voter. The ratification procedure is in accordance with state law and required timetables. The proposed collective bargaining agreement, if ratified, will require payment of a service fee as a condition of

employment for bargaining unit members who are not AFSCME or SEIU members as set forth in section 2 of Ch. 150E. The agency fee provisions will remain in effect during the term of the agreement and during an additional period during which the agreement remains in full force and effect, pursuant to the duration clause of the contract. Dues-paying members do not pay the agency fee. The agency fee only applies to non-members and insures that all employees receiving the wages and benefits under the contract pay their fair share. The current amount of the agency fee for the respective local union organizations appears below. The rights of an agency fee payer are set forth in the rules and regulations of the Labor Relations Commission. The Alliance, AFSCME/SEIU, AFL-CIO, is composed of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliate Council 93 and the Service Employees International Union (SEIU), CTW and its affiliate Local 888. Copies of the proposed agreement are being mailed to all unit members. Copies of the proposed agreement and the bargaining agent's most recent financial reports in the form of a balance sheet and operating statements listing all receipts and disbursements of the previous financial year are available for inspection at the following locations: For the Alliance, AFSCME Council 93 headquarters, 8 Beacon St., Boston, MA; for AFSCME Council 93, 8 Beacon St., Boston, MA and for SEIU Local 888, 52 Roland St. Charlestown, MA 02129.

AFSCME Council 93, Local #:	Local Name	Full Time Agency Fee Rate
17	CARE	\$15.60
24	Monson Dev. Center	\$16.43
72	SE Mass MH	\$16.78
137	Worcester State Hospital	\$15.60
402	Fernald Center	\$16.75
470	Greater Boston HS	\$15.47
554	Templeton Center	\$16.99
646	Wrentham Center	\$17.69
651	Dever Center	\$17.35
665	Glavin Center	\$16.59
700	Hawthorne at Tewksbury	\$15.65
842	Tewksbury Hospital	\$15.47
1114	Shattuck Hospital	\$15.47
1368	DYS	\$17.87
1517	Mass Hospital School	\$16.61
1730	Hogan Berry	\$15.60
2036	Solomon MH Center	\$14.42
2256	DPH non-hospital	\$15.47
2525	Western Mass Hospitals	\$15.47
2880	Corrections	\$15.47
2948	DC & R	\$18.80
3485	DC & R (MDC)	\$20.63

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