

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF CONSERVATION AND RECREATION
AND
AFSCME COUNCIL 93
LOCAL 2948 AND LOCAL 3485**

Whereas the Commonwealth of Massachusetts Department of Conservation and Recreation ("Department" or "DCR"), through the Office of Employee Relations, and American Federation of State County and Municipal Employees ("AFSCME" or "Union") Council 93 are parties to a Collective Bargaining Agreement and,

Whereas DCR and AFSCME Council 93, Locals 2948 and 3485, seek to clarify existing practice and to develop procedures and guidelines to ensure consistency and efficiency regarding the employment of long term seasonal employees (LTS);

Therefore, the parties agree to the following terms and conditions:

A. General

- 1) To qualify as an LTS employee, the employee must meet two (2) of the three (3) following criteria for each of the Programs listed below in a. and b.
 - a) Summer LTS Program:
 1. The employee starts employment prior to the second Sunday before Memorial Day;
 2. The employee works ninety (90) or more calendar days;
 3. Employment continues beyond the Saturday following Labor Day.
 - b) Winter LTS Program:
 1. The employee starts employment on or before the third Saturday in November;
 2. The employee works ninety (90) or more calendar days;
 3. Employment ends on or after the third Saturday in March.
- 2) No LTS employee employed in the Summer or Winter programs shall work fifty-two (52) weeks in a calendar year. There shall be a minimum two (2) week break between each season of employment.
- 3) Seniority for both the Summer and Winter recall processes shall be determined based upon all creditable service rendered in a LTS position for the Department. Employees

will retain their seniority based on their creditable service, regardless of a break in service.¹

- 4) The probationary period for all new LTS is defined under Article 23, Section 1, of the Collective Bargaining Agreement, between Unit 2 and the Commonwealth. The calculation of an LTS employee's probationary period includes all service rendered in a qualified LTS position in any season, including the Summer and Winter LTS Programs.
- 5) The parties share an interest in streamlining the administration of the Summer and Winter Recall processes and will continue to explore alternative methods including the concept of conducting the process electronically, through Mass Careers. However, it is understood that the existing administrative steps behind the Summer and Winter Recall processes will continue until the parties meet to discuss the impact of any proposed changes.

B. The Recall Process

- 1) DCR will first attempt to fill all Summer and Winter LTS positions by recalling employees into the same job title from which they were laid off at the conclusion of the previous Summer or Winter LTS Program.
- 2) DCR will provide the Union Local Presidents with rosters listing all of the positions the Department intends to fill for the upcoming Summer and Winter LTS Programs. There shall be a separate roster of positions for each DCR region.
- 3) The Department will make best efforts to provide the Union Local Presidents with a roster and list of seniority two (2) weeks before the Recall, for each respective LTS Program.
- 4) DCR will create "Summer Recall Pools" by placing the names of all Summer LTS employees from the previous Summer LTS Program into separate pools by job grade based on the DCR region in which they worked. Starting with the highest job grade first and based on seniority with the most senior employee choosing first, employees in each region's Summer Recall Pool will be given the opportunity to be recalled into the same job title that they were laid off from at the end of the previous Summer LTS Program ("Recall Rights") and choose an assignment.
- 5) DCR will also create "Winter Recall Pools" by placing the names of all Winter LTS employees from the previous Winter LTS Program into separate pools by job grade based on the DCR region in which they worked. Starting with the highest job grade first and based on seniority with the most senior employee choosing first, employees in each region's Winter Recall Pool will be given the opportunity to be recalled into the

¹ The parties agree that this provision only applies to members who have not withdrawn their contributions from the state retirement system.

same job title that they were laid off from at the end of the previous Winter LTS Program (“Recall Rights”) and choose an assignment.

- 6) The Summer and Winter Recall Processes for each region shall continue until all assignments have been filled, or until the Summer Recall Pool and the Winter Recall Pool, based on the respective season, have been depleted.
- 7) If an employee is not recalled into the job title that he/she held in his/her region’s previous Summer LTS Program, or opts not to accept recall into that job title, he/she shall be given the opportunity to select a job title in a lower job grade in his/her region after every other employee with Recall Rights to that job title in the lower job grade has been given the opportunity to exercise his/her Recall Rights. In the event that an employee chooses to work in a job title of a lower job grade in accordance with this provision, his/her Recall Rights for the following Summer LTS Program shall be in the title from which the employee was laid off from.
- 8) If an employee is not recalled into the job title that they held in his/her region’s previous Winter LTS Program, or opts not to accept recall into that job title, he/she shall be given the opportunity to select a job title in a lower job grade in his/her region after every other employee with Recall Rights to that job title in the lower job grade has been given the opportunity to exercise his/her Recall Rights. In the event that an employee chooses to work in a job title of a lower job grade in accordance with this provision, his/her Recall Rights for the following Winter LTS Program shall be in the title from which the employee was laid off from.
- 9) If there are no available positions in the next lower job grade in his/her region to choose from, an employee may defer his/her rights to the following year as stated in Section C of this Agreement, or decide to continue participating in the Summer or Winter Recall Process for job titles in the next lower job grade.
- 10) Pursuant to Article 14, Section 4, the Department, in its discretion, may allow an employee to transfer into a new region for recall purposes. The employee must request the transfer in writing to the business manager in their region, at least thirty (30) days prior to the start of the Recall Process.
- 11) Voluntary Transfer.
 - a) Employees who voluntarily transfer into another region for recall purposes will select last in their new regional pool. The following season, the employee would be placed in the appropriate position based on seniority for the Recall Process.
 - b) If there are no positions available in the employee’s title, nor any lower titled positions available, then the employee would have the option of entering the statewide pool.

- 12) In the event that a regional Summer or Winter Recall Pool is depleted before all of that region's positions are filled, any and all vacancies that the Department intends to fill shall be compiled in a master list and offered to employees with Recall Rights across all DCR regions in order of seniority.
- 13) Once an employee selects his/her position for the upcoming Summer or Winter LTS Program, he/she shall complete their hiring paperwork as directed by Human Resources.
- 14) Should a Summer or Winter LTS position become vacant after completion of the season's Recall Process and before, or after the position's scheduled start date, the Department has full discretion to fill the position, and will make best efforts to post the position.

C. Deferment

- 1) Employees shall have the option of deferring their Recall Rights at any time prior to accepting a Summer or Winter LTS position. Employees can defer their Recall Rights one (1) time only, for each respective season.
 - a) Where an Employee is unable to select any position in his/her Region because no positions are available, including all positions in a lower grade from the position that they were laid off from the previous season, that employee will not be considered to have deferred.
- 2) Employees opting to defer their Recall Rights must notify the Regional Business Manager in writing via U.S. mail or email with cc's going to the Deputy Director of Human Resources and the Union Local Presidents. Correspondence sent by U.S. mail must be dated.
- 3) Employees who are awarded a position during the Recall Process but later decline the position prior to the start of the Summer/Winter LTS Program, shall be removed from the Recall Pool and not be given the opportunity to defer their Recall Rights in accordance with Section C, Paragraph 1. However, upon request of the employee, DCR may allow the employee to defer his/her Recall Rights if it determines that extenuating circumstances led to the employee's decision to decline the awarded position.
- 4) Promotions or appointments into other DCR positions shall not be a reason for removing an employee's name from the following season's Recall Pool.

D. Extensions

- 1) DCR shall have the authority to extend a LTS position beyond the original posted end date. Notice will be provided to the employee and the Union in advance of the extension.

- 2) If the extension is anticipated to continue for two (2) weeks or less beyond the original posted end date, the extension opportunity shall be offered to the incumbent in the LTS position being extended. The incumbent employee's time of service in an extension, shall not count towards the incumbent employee's seniority, for recall purposes, for the following year's recall Process.
- 3) If the extension is to continue for more than two (2) weeks beyond the original posted end date, the extension opportunity shall be offered to the most senior qualified employee with Recall Rights to the position being extended. Should the most senior qualified employee not accept the extension opportunity, then it shall be offered to the next senior qualified employee, and so on until the position is filled.
- 4) If the Department unilaterally modifies the scheduled dates of an LTS position while an employee is working in that position, that employee will not be harmed in any way and shall be permitted to participate in the subsequent season's recall process. The Department shall have full discretion to determine when the employee will move from his current LTS to the next LTS position based on operational needs, however, there must be a minimum of a two (2) week break between the two seasonal positions.
- 5) An employee who voluntarily selects an LTS position with knowledge that the start date overlaps with his/her current LTS position, and then leaves his current LTS position without completing the full tour of duty, shall lose his/her Recall Rights for that Program and job title.

E. Step & Salary Schedule for LTS Employees

- 1) Summer LTS employees shall advance to the next salary step in his/her job grade after each fifty-two (52) weeks of creditable service in the same Summer LTS position and job grade. An employee's creditable service in a Winter LTS position shall not be considered for purposes of calculating the employee's salary step advancement in a Summer LTS position unless he/she is employed in the same job grade in both the Summer and Winter LTS Programs.
- 2) Winter LTS employees shall advance to the next salary step in his/her job group after each fifty-two (52) weeks of creditable service in the same Winter LTS position and job group. An employee's creditable service in a Summer LTS position shall not be considered for purposes of calculating the employee's salary step advancement in a Winter LTS position unless he/she is employed in the same job grade in both the Summer and Winter LTS Programs.
- 3) For the first time that a Summer LTS employee is hired into a Winter LTS position, or for the first time that a Winter LTS employee is hired into a Summer LTS position,

his/her salary placement shall take into consideration the job grade and step of his/her existing LTS position in the following manner²:

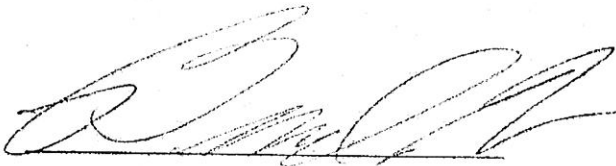
- a) For employees who are below the maximum step within their first LTS job grade and their second LTS position in a different season is at a higher job grade:
 - 1) Determine the employee's current salary rate and step within his/her current job group; then,
 - 2) Find the salary rate of the next higher step within the employee's current job group; and
 - 3) Multiply the employee's current salary rate by one and three one hundredths (1.03); 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 placed.
 - 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.

- b) For employees who are at the maximum step within their first long term seasonal job and their second long term seasonal position in the opposite season is at a higher job grade:
 - 1) Determine the employee's current salary rate and step within his/her current job group; then,
 - 2) Multiply the employee's current salary rate by one and three one-hundredths (1.03); then,
 - 3) Compare the resultant amount from 2) above to the salary rates for the higher job group into which the employee is being placed. The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant amount from 3) above.

- c) For employees whose 2nd long term seasonal position is at a lower grade than their first long term seasonal position, the employee's seasonal salary shall be calculated as follows:
 - 1) Determine the employee's salary rate and step within his/her initial long term seasonal position; and

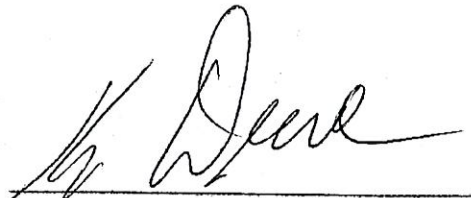
² This process pertains to LTS employees only, and it does not pertain to fulltime employees going to a seasonal position.

- 2) Review the salary chart for the opposite season long term position and pick the salary rate and corresponding step that is lower than the initial long term seasonal salary, but is the closest to the initial long term seasonal salary.
- 4) The parties acknowledge that employees from both Local 2948 and Local 3485, recalled into positions for the 2017-2018 Winter LTS Program will have their salary and step schedules configured as if they were initially recalled into the positions in accordance with Section E, 3 of the Agreement. However, employees from both Local 2948 and Local 3485, who worked as LTS employees during the 2015-2016 and 2016-2017 Winter LTS Programs shall not be entitled to retroactive compensation.



For AFSCME Local 2948

Dated: 12/11/17



For AFSCME Local 3485

Dated: 12/12/17



Leo P. Roy, Commissioner

For DCR

Dated: 12/20/17