

MEMORANDUM OF UNDERSTANDING
between the
COMMONWEALTH OF MASSACHUSETTS
and the
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE)
UNIT 6

Cash Retirement Incentive & Voluntary Layoff Incentive

The Commonwealth of Massachusetts, through its Human Resources Division (HRD), and the National Association of Government Employees are parties to collective bargaining agreement for Unit 6 which contains provisions for involuntary reductions in force.

In order to mitigate the need for such involuntary reductions, the parties agree to the following initiatives:

Cash Retirement Incentive

In order to clarify the intent of the parties, it is agreed that the provisions of Article 18 do not preclude an Appointing Authority from granting to a retirement-eligible employee who files with the State Retirement Board by October 1, 2010 and who retires on or before December 4, 2010, a voluntary retirement incentive of no more than \$7,500.00. Agencies may extend the employment termination date on a case-by-case basis for employees who will become retirement-eligible after October 1, 2010; provided, however, that any such extended termination date shall be the date on which the employee becomes retirement-eligible and must still result in payroll savings in FY 2011 from the employee's early retirement that exceed the amount of the incentive payment.

Those employees who are less than full time, but are at least half time, will receive a pro-rated payment. If an employee is subsequently rehired by an Executive Branch department/agency in any capacity within one (1) year of the effective date of his/her retirement, he/she must repay 100% of their incentive payment amount to the Appointing Authority/Commonwealth upon rehire.

The parties understand that the Appointing Authority shall retain final authority to approve or deny a request for this voluntary retirement incentive.

The terms of the cash retirement incentive program shall expire on December 4, 2010.

Voluntary Layoff Incentive

It is agreed that the provisions of Article 18 do not preclude an employee from requesting, and the Appointing Authority from granting, a voluntary layoff regardless of

the employee's seniority in the department. It is understood that this option of voluntary layoff shall include payment of all accrued vacation and compensatory time as of the date of voluntary layoff. In addition, the employee may be entitled to receive a one-time payment of up to five thousand dollars (\$5,000.00) upon his/her termination of employment.

If an employee is subsequently rehired by an Executive Branch department/agency within one (1) year of the effective date of his/her voluntary layoff, he/she must repay 100% of their incentive payment amount to the Commonwealth at the time they are rehired or reemployed. In accordance with the provisions of Article 18, recall rights will remain in effect for three (3) years. However, employees who refuse an offer of recall during the twelve (12) month period following their voluntary layoff, and during which they are subject to the repayment provisions of this agreement, will not forfeit their recall rights as a result of such refusal.

All voluntary layoff requests must be accompanied by a waiver of appeal of the selection for layoff, and any rights to bump in any forum, on a form provided by the Employer. The waiver must be signed by the employee and union representative.

The parties understand that the Appointing Authority shall retain final authority to approve or deny a request for voluntary layoff.

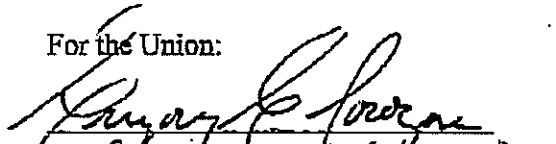
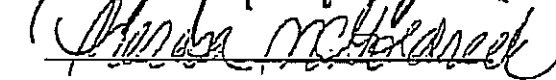
The terms of the voluntary layoff incentive program shall expire on October 9, 2010.

Use of Vacation/Personal Furlough Leave

The use or lose date for accrued vacation and personal furlough leave shall be extended for six (6) months from December 31, 2010 to July 2, 2011.

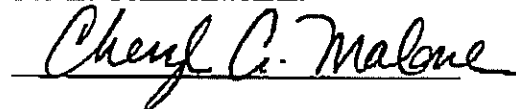
The terms of this memorandum shall expire on July 2, 2011.

For the Union:

Date: 7-14-2010

For the Commonwealth:



Date: 7/14/2010

VOLUNTARY LAYOFF INCENTIVE REQUEST AND WAIVER FORM

I, _____ request to participate in the Voluntary Layoff
(Print Name)

Incentive Program. It is understood that the option of voluntary layoff will result in payment for all accrued vacation and compensatory time and will provide for a one-time payment of _____ dollars less normal deductions, upon separation of employment. I also understand that if I am less than full time, but at least half time, I will receive a prorated one-time payment. I understand that my last day of work will be on or before _____. If granted this voluntary layoff incentive, I agree to the following:

- I wish to volunteer to be selected for layoff and I am aware of and hereby waive any and all rights to appeal my selection for layoff and rights to bumping to any forum.
- My name will be placed on the recall /reinstatement list in accordance with my Collective Bargaining Agreement and/or Civil Service laws. However, if I return to employment within an Executive Branch agency within one (1) year of the effective date of my voluntary layoff, I will repay 100% of any incentive amount to the Commonwealth. If I refuse an offer of recall during the twelve (12) month period following my voluntary layoff, during which I am subject to the repayment provisions, I will not forfeit my recall rights.

Employee Signature

Date

I am an authorized representative of the _____
which is the certified bargaining representative of the above-named employee. The employee named above, who is requesting a voluntary layoff, is aware of the rights and obligations associated with such layoff and freely waives any and all rights to appeal the selection for layoff and rights to bumping to any forum.

Union Representative Signature

Date

Approval:

Agency Head or Designee

Date

AM
E. L.