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*      SETTLEMENT AGREEMENT
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*      between the
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*      COMMONWEALTH OF MASSACHUSETTS
*DEPARTMENT OF DEVELOPMENTAL SERVICES
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*      and
*
*      SEIU, LOCAL 509
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The Commonwealth of Massachusetts through the Department of Developmental Services and SEIU Local 509 hereby agree to the following as a full and total settlement of DDS grievance #09-0125 regarding all affected Local 509 members:

1. The parties agree that effective on the first day of the pay period following the signing of this agreement, the workweek of all full-time employees physically working in Local 509 titles in DDS Area Offices, as well as those on the Intake & Eligibility Teams, shall be 37.5 hours. Part-time workers will work a prorated schedule.
2. The regular workday for such employees shall be 7.5 hours, excluding an unpaid meal period but including any and all paid rest breaks.
3. All such employees shall take an unpaid meal period of at least 30 minutes as close to the middle of the shift as possible considering the needs of the Department and the needs of the employee. Meal periods may not be attached to the beginning or end of a workday. Employees may attach their paid rest breaks to their unpaid meal period. (I.e. an employee working 9-5pm would be able to combine unpaid lunch and breaks to have a 1 hour lunch within that time period.)
4. It is understood that the unpaid meal period extends the length of the workday by an amount equal to the meal period. Hence, a meal period of 30 minutes results in a regular workday of eight hours in length.
5. It is understood that the unpaid meal period and paid rest breaks represent the only breaks to which employees are entitled throughout their workday. Employees working a flex

schedule or other agreed upon alternative work schedule will reflect their time accordingly.

6. Upon execution of this agreement, all employees whose work hours are changed from 40 to 37.5 per week will have their sick, vacation, personal and compensatory leave balances adjusted accordingly to reflect this change. This adjustment will not negatively impact the weekly pay and the number of benefit days available to employees. For example if an employee had 10 days of vacation accrued prior to the adjustment, he/she would have 10 days of vacation after the adjustment.
7. It is agreed that the parties will continue to investigate whether or not any employees in the South Valley (Milford and Southbridge offices), North Central, Central Middlesex and New Bedford Area Offices were subject to a unilateral change in their work hours on or about August 2009. Any such full-time employees for whom the parties agree that their hours were inappropriately changed will receive up to 5 compensatory days (37.5 hours). This investigation process will take place as soon as administratively possible.
8. It is understood that the parties may not reach agreement regarding those employees discussed in #7, above. To the extent that such agreement cannot be reached, this shall be the sole basis and sole issue on which the union may pursue this grievance further through the contractual grievance procedure contained in Article 23A of the CBA.

The terms of this agreement shall pertain to the instant case and shall not serve as precedent for any other case.

DATE: _____

For the Union

For the Department