

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
AND
COALITION OF PUBLIC SAFETY
BARGAINING UNIT 5
FOR A
SUCCESSOR AGREEMENT**

July 1, 2021 through June 30, 2024

The parties agree to the following changes to the Commonwealth of Massachusetts and the Coalition of Public Safety Collective Bargaining Agreement to cover the period July 1, 2021 through June 30, 2024.

**ARTICLE 3
UNION SECURITY**

Article 3, Section 3.2 is deleted in its entirety and replaced with the following:

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 on-line as an electronic form or completed, printed, and sent to the appropriate agency human resources officer. An employee may withdraw his/her union 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 5 UNION BUSINESS

Section 5.1 Union Representation

Union representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access shall be made at least one (1) day in advance of such use, unless under exigent circumstances, and will not be unreasonably denied. The Union will furnish the Employer with a list of representatives and their areas of jurisdiction whenever there is a change within said representation.

ARTICLE 8 LEAVE

Section 8.12. Paid Family Medical Leave (PFML) (New)

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 Federal Law/FMLA.

ARTICLE 10 HOLIDAYS

Section 10.1

The following days shall be holidays for employees:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Patriot's Day
- Memorial Day
- Juneteenth National Independence Day**
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

ARTICLE 12 SALARY RATES

Section 1.

A. 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 and one-half percent (2.5%) salary increase for all employees.

B. Effective the first full pay period 12 months from the 2.5% increase, a two percent (2.0%) salary increase for all employees,

C. Effective the first full pay period 24 months from the 2.5% increase, a two percent (2.0%) salary increase for all employees.

D. All employees who are currently active upon the date of signing of a successor agreement, 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.)

With respect to the PFML contribution rate, COPS waives any claim or shall withdraw any claim with prejudice. In the event that the Department of Family and Medical Leave establishes a PFML contribution rate for which the maximum allowable employee share exceeds zero and one-half percent (0.5%), upon request by the Union, the parties shall bargain over the impact of that contribution rate.

E. An employee shall continue to advance under the terms of this Agreement to the next higher salary step in his/her job group unless he/she is denied such step-rate increase by his/her appointing authority, 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 assignment to the job group until the maximum step is reached. In the event an employee is denied a step-rate increase he/she shall be given a written statement of the reasons therefor 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.

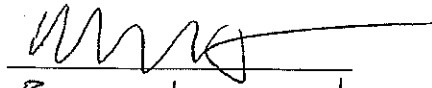
Wage Reopener

In the event that during the term of this Agreement a Collective Bargaining Agreement within the same bargaining cycle is submitted by either the Governor or Secretary for Administration & Finance, and said Agreement is funded by the Legislature and in the event such Agreement contains provisions for an across-the-board salary increase 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 the Agreement to further bargaining.

Union/Management Committee

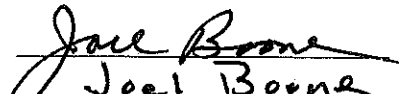
The parties acknowledge that the topics to be discussed by the Committee shall relate to the general application of the Agreement and to other matters of mutual concern including improvement of employee/employer relations and improvement of productivity.

For the Union:


Brian Hoster

Date: 5-4-22

For the Commonwealth:


Joel Boone

Date: 5-5-22