

MEMORANDUM OF AGREEMENT

Between

THE COURT ADMINISTRATOR OF THE TRIAL COURT  
OF THE COMMONWEALTH OF MASSACHUSETTS  
(EMPLOYER)

And

THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES,  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 5000  
(NAGE)

EFFECTIVE JULY 1, 2014

EXPIRING JUNE 30, 2017

The Employer and NAGE agree to amend their Collective Bargaining Agreement effective from July 1, 2012 and expiring June 30, 2014 as specified below. All other provisions not amended shall continue in force and shall be incorporated into the Collective Bargaining Agreement effective from July 1, 2014 and expiring June 30, 2017.

#### Non-economic Proposals

1. Amend Article X to reflect the reorganization of ACO and CO positions – Create a new entry level CO position that includes screening duties (existing ACO position) and some courtroom coverage based on training; standards for reclassification to a CO II position (existing CO I) based on completion of three years of service, assumption of additional duties, and satisfactory performance; and standards for reclassification to a CO III (existing CO II position) per the existing collective bargaining agreement. The program will also permit military experience to count toward the educational requirement for existing employees. CO II's and CO III's will be expected to provide access control and perimeter security with the understanding that the assignment of such work is to meet operational needs. The assignment to access control and perimeter security shall not be for the purpose of discipline (formal or informal) unless approved the Director of Security. A joint labor management appeals panel will be formed to review denials of reclassification requests and the panel's decision will be final. All new hires in the Security Department will start at step 1 of the new entry level CO I position and the old ACO will be phased-out over time through attrition. On an annual basis, existing qualified ACO's will be given a preference for appointment to a specific number of CO I positions prior to the appointment of external applicants. (Note: Current CO I's automatically will be reclassified as CO II's and current CO II's automatically will be reclassified as CO III's upon creation of the new titles and levels)
2. Associate Probation Officers – The parties agree to redesign the APO position to clarify duties and qualifications and to ensure consistency across courts within departments. Employer commits to developing in-service training program to better prepare APO's for opportunity for appointment as a PO. \*
3. Designations for Special Assignments – Amend Article X to develop standards for special assignments (i.e., certified trainers, tactical response teams, honor guard) and a procedure that allows employees to apply for special assignments with final approval by the employer. Refer to the joint labor-management committee for implementation by October 1, 2014.
4. Assistant Chief PO and Assistant Chief CO – The parties agree that the duties of these positions include the supervision of employees, including the taking of appropriate corrective action to address performance issues such as action plans and progressive discipline up to a written warning, participation in hearings for discipline above a written warning, and participation in annual performance evaluations.\*

5. Drug testing of CO's and ACCO's – Amend Article XVII to develop a drug testing program modeled after programs in other public safety organizations in the State (e.g., Norfolk County Sheriff). The Trial Court program will provide that the Trial Court may randomly drug test 30 days before or after an employee's birthday and set predetermined discipline as follows for employees who test positive: First offense - Ten days unpaid suspension, mandatory drug (not alcohol) education and treatment at a certified program approved by the Trial Court; Second offense- Positive result within four years will result in discipline up to and including termination. Refer to the joint labor-management committee for implementation by February 1, 2015.
6. Exams – Amend Article XXVII to incorporate statutory requirements for entry and promotion exams. Add language that provisional appointees will be made permanent upon passage of the applicable exam. Those who don't pass the exam will either be returned to their prior Trial Court position or let go if they weren't a Trial Court employee prior to their provisional appointment. The union will not process a grievance based on failure to pass the exam.
7. Annual Voluntary Physical Fitness Test for CO's and ACCO's –Amend Article X to develop an annual voluntary physical fitness test modeled after the standards set by the MA Criminal Justice Training Center. Refer to the joint labor-management committee for implementation by October 1, 2014.
8. In-service Professional Development – Amend Appendix D and Article XVII to reflect that within the Probation Department, PO II's will have to satisfy a minimum 40 hour per year requirement and PO's and APO's will have to satisfy a minimum 22.5 hour per year requirement. It is understood that such training in Probation will be offered during regular work hours and training requests will not be unreasonably denied. Within the Security Department, CO's will have to satisfy a minimum 22.5 hour per year requirement. It is understood that such training in Security will be offered during work hours and/or on Saturdays (comp. time at double time rate for Saturday training) and training requests will not be unreasonably denied. It is also understood that the Probation and Security Departments may require additional training as appropriate.
9. Modified Duty for Security – Amend Article XVII to develop a modified duty program for the Security Department that includes work and non-work related injuries, provides for a final (third) independent medical examination when there are conflicting medical results between the employee's doctor and the employer's doctor, ensures that there is no displacement of current employee assignments, and a return to the employee's prior court or to another court within a defined geographic region by mutual agreement. Probation will continue its current practice. Refer to the joint labor-management committee for implementation by October 1, 2014.

10. Develop a Code of Conduct/Mutual Respect Policy and a Social Media Policy as discussed. Refer to the joint labor-management committee for implementation by October 1, 2014 as a new Appendix/Article.
11. Outside Employment – Amend Section 17.06 to develop language that makes it clear that employees are required to report outside employment and that allows employees up to three months to discontinue the outside employment unless it violates the Ethics Statute (G.L. ch. 268A), in which case the employee will be required to immediately discontinue the outside employment. The Trial Court may direct an employee to receive an opinion from the Ethics Commission and to share that opinion with the Commissioner of Probation or the Director of Security as applicable. The parties acknowledge that existing language in Section 17.06 addresses employer’s concern about appearance of conflicts.
12. Arrests and Orders – Amend Article XVII to develop language that makes it clear that employees are required to report their arrests and the issuance of 209A, 258E and supported 51A orders against them.
13. Performance Evaluations - The parties agree that performance evaluations will start after initial Probation and Security management employee evaluations are completed. \*
14. Community Supervision Standards – Amend Section 17.09 to recognize that substance abuse testing is part of a PO’s community supervision responsibilities, that removes references to OCC centers, that recognizes that voluntary participation in administering substance abuse testing is preferred, that involuntary assignments may be made in inverse seniority where there are insufficient volunteers, and that allows for alternative schedules with mutual agreement. Refer to the joint labor-management committee for implementation by August 1, 2014.
15. Flexible Use of Staff – The parties agree that Sections 12.10A and B do not provide an impediment for flexible use of Security staff to meet daily operational needs per current practice. \*
16. Married Couples – Amend Article XVII to develop language that indicates that operational needs may prevent married couples or domestic partners from working in same court.
17. Job Sharing and Part-time Arrangements – Amend Section 17.08 to clarify standards for their approval. Refer to the joint labor-management committee for implementation by August 1, 2014.

#### Technical Proposals

18. Amend Section 16.02 to incorporate prior MOU amending transfer language.

19. Amend Sections 13.01 and 13.08 to clarify that personal and political leaves of absences are granted using operational needs test and add language clarifying that employees requesting new personal or political leaves under terms of this contract have no guarantee to return to their prior court if leave approved. This provision shall not apply to current employees during the period of their existing leave but will apply should an extension or new leave be granted.
20. The parties agree that to be eligible for holiday pay, full-time employees must work or be paid for full-day before and after the holiday to receive holiday pay. No pro-rating holiday pay for time off the payroll.\*
21. Amend Article IX to clarify probationary period (re: time off doesn't count except comp. time), rotate assignments during probationary period for training purposes in the Security Department. The parties agree to discuss increasing the probationary period to 12 months.
22. Amend Article IX to clarify all new hires subject to three month (mid-point) evaluations and sign off for completion of probationary period.
23. The parties agree that the ORAS/OYAS assessment tool is the tool that PO's use.\*
24. Amend various sections to change references from First Justice to Commissioner as appropriate, and to insure relevant dates are changed where necessary.
25. Amend Section 12.13 to eliminate paper pay advice/stubs.
26. Amend Article II to clarify status of union employees temporarily serving in management positions. Such employees are considered on leave from their current positions, receive management pay and benefits. Employees may voluntarily continue to pay dues/fees to the union but such payment does not alter their status as management employees during the period of their temporary assignment.
27. Amend Appendix B to ensure the ACCO salary schedule reflects the historic adjustment paid since 2000.
28. Amend Section 10.04 to clarify that all appointees to positions in the bargaining unit (except where allied service applies or where Associate Court Officers who are appointed as Court Officers and who make more than the CO step 1 salary) start at step 1.
29. Amend Section 13.02A to reflect use of the U.S. Department of Labor Form for FMLA leaves.
30. Amend Section 2.01 to remove reference to Chief Court Officers.

31. The parties agree to resume joint labor-management committee meetings to discuss such issues as the impact of SSTA, new staffing models for Security and Probation, staffing levels and case loads, flexible use of staff within geographic parameters and complexes, union's request for Trial Court email accounts for employees, email access for all employees of the bargaining unit and clarifying employer's expectation for employees to regularly read emails.\*

#### Economic Proposals

32. Wages – Amend Section 10.01 and Appendix to reflect 9% wage increase over three years subject to funding. Such increases implemented as follows:

3% effective first full pay period in January 2015

3% effective first full pay period in October 2015

3% effective first full pay period in July 2016

33. Payment of Overtime – Amend Section 17.03 as follows: (1) Develop language/program that authorizes payment of overtime during the year to employees who are over the 75 hour cap and who are required and approved by management to work overtime for emergency/special circumstances; and (2) develop language that authorizes a limited amount of overtime to be paid at the end of each fiscal year based on the availability of funding. Refer to the joint labor-management committee to develop an implementation policy by October 1, 2014.

34. Clothing Allowance for Security – Amend Article XXIV to increase the annual clothing allowance (currently \$325 for all titles) as follows:

<u>CO's and ACCO's</u>	<u>ACO's</u>
Yr 1 – \$500	Yr 1 - \$375
Yr 2 - \$600	Yr 2 - \$375
Yr 3 - \$700	Yr 3 - \$375

Parties agree to the following payment schedule for Security staff who return to duty during the year: Employees receive full payment upon return to employment. An employee who returns to employment 60 days or sooner prior to any February 1 will receive full payment but not a second payment on the following February 1.

35. Juvenile Court PO Standby – Amend Section 17.03 (D) to increase amount of compensatory time to 7.5 hours plus an additional 3.75 for holidays on call.
36. PO II Differential – Amend Appendix A to make the PO II its own salary level and amend Appendix D to authorize its payment to PO's who satisfy the requirements on their anniversary date upon satisfying 15 years of service as a PO.

37. Stipend for Special Assignments – Amend Article X to allow following annual stipends: For Probation, \$500 for certified defensive tactics trainers who are approved by the employer to deliver such training. For Security, \$500 for certified defensive tactics trainers and certified first responder trainers who are approved by the employer to deliver such training, bonus time for employer approved field training officers, and a stipend to be determined for 5 regional training coordinators in Security.
38. Stipend for Passing Voluntary Fitness Test for CO's and ACCO's – Amend Article X to authorize \$150 for passing.
39. The parties agree to discuss ways to recognize multilingual ability as part of furthering the goals of access to justice.\*
40. Bonus Vacation Day – Amend Section 13.07 to allow employees who use 3 or fewer days of sick leave in a year to receive one additional vacation day or to receive payment for the 1 day at their choice.
41. Dental Trust – Amend Section 14.03 to authorize a \$.25 increase to employer's contribution in year 2 and an additional \$.25 increase to employer's contribution in year 3.
42. Amend Section 7.06 to authorize use of vacation in one-half hour increments with immediate manager's approval.

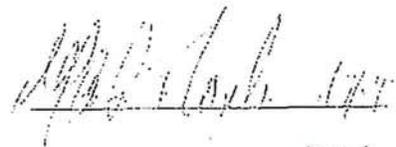
\*Acknowledges the parties agreement on issues discussed but no new contract language is necessary.

FOR NAGE,



(Date)

FOR THE EMPLOYER,



(Date)

**DRAFT  
APPENDIX A  
Salary Schedule for Probation Officers**

**Effective July 2014**

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	PO II Diff
1A	\$38,642.92	\$40,398.62	\$42,155.67	\$43,911.37	\$45,667.06	\$47,425.47	\$49,181.16	n/a	
1B	\$54,018.64	\$56,472.59	n/a	n/a	n/a	n/a	n/a	n/a	
1	\$58,927.03	\$61,381.48	\$63,838.12	\$66,294.44	\$68,751.60	\$71,206.04	\$73,663.99	\$76,121.72	\$78,462
2	\$67,930.74	\$70,655.18	\$73,383.70	\$76,109.51	\$78,832.07	\$81,559.76	\$84,289.18	\$87,018.15	
3	\$75,138.04	\$78,124.35	\$81,116.09	\$84,106.30	\$87,095.81	\$90,085.21	\$93,074.89	\$96,063.92	

**3% Effective First Pay Period January 2015**

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1A	\$39,802.21	\$41,610.58	\$43,420.34	\$45,228.71	\$47,037.07	\$48,848.23	\$50,656.60	n/a	
1B	\$55,639.20	\$58,166.77	n/a	n/a	n/a	n/a	n/a	n/a	
1	\$60,694.85	\$63,222.92	\$65,753.26	\$68,283.27	\$70,814.15	\$73,342.23	\$75,873.91	\$78,405.37	
1C (PO II DIFF)									\$80,816.37
2	\$69,968.66	\$72,774.84	\$75,585.21	\$78,392.79	\$81,197.03	\$84,006.55	\$86,817.86	\$89,628.70	
3	\$77,392.18	\$80,468.08	\$83,549.57	\$86,629.49	\$89,708.68	\$92,787.76	\$95,867.14	\$98,945.83	

**3% Effective First Pay Period October 2015**

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1A	\$40,996.28	\$42,858.90	\$44,722.95	\$46,585.57	\$48,448.18	\$50,313.68	\$52,176.30	n/a	
1B	\$57,308.38	\$59,911.77	n/a	n/a	n/a	n/a	n/a	n/a	
1	\$62,515.69	\$65,119.61	\$67,725.86	\$70,331.77	\$72,938.57	\$75,542.49	\$78,150.13	\$80,757.53	
1C (PO II DIFF)									\$83,240.86
2	\$72,067.72	\$74,958.09	\$77,852.77	\$80,744.58	\$83,632.94	\$86,526.75	\$89,422.40	\$92,317.56	
3	\$79,713.95	\$82,882.12	\$86,056.06	\$89,228.37	\$92,399.94	\$95,571.40	\$98,743.15	\$101,914.21	

**3% Effective First Pay Period July 2016**

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1A	\$42,226.17	\$44,144.66	\$46,064.64	\$47,983.14	\$49,901.63	\$51,823.09	\$53,741.59	n/a	
1B	\$59,027.63	\$61,709.12	n/a	n/a	n/a	n/a	n/a	n/a	
1	\$64,391.16	\$67,073.20	\$69,757.64	\$72,441.72	\$75,126.73	\$77,808.77	\$80,494.63	\$83,180.26	
1C (PO II DIFF)									\$85,738.09
2	\$74,229.75	\$77,206.83	\$80,188.35	\$83,166.91	\$86,141.93	\$89,122.55	\$92,105.07	\$95,087.08	
3	\$82,105.37	\$85,368.59	\$88,637.74	\$91,905.22	\$95,171.94	\$98,438.54	\$101,705.45	\$104,971.63	

Level 1A is for Associate Probation Officers.

Level 1B is for New Probation Officers hired after July 1, 2000.

After 2 years (24 months) of creditable service, they will advance to level 1, step 1.

Level 1 is for Probation Officers.

Level 1C is for Probation Officer II Differential

Level 2 is for Assistant Chief Probation Officers and Probation Officers in Charge

Level 3 is for First Assistant Chief Probation Officers.

## APPENDIX B

### Salary Schedule for Court Officers

#### Effective July 2014

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
CO I	\$38,956.00	\$41,197.00	\$43,438.00	\$45,679.00	\$47,920.00	\$50,161.00	\$52,402.00	
NH	\$48,880.38	\$51,121.97	n/a	n/a	n/a	n/a	n/a	n/a
1	\$53,363.56	\$55,605.15	\$58,034.00	\$60,624.97	\$63,269.04	\$66,034.70	\$68,787.77	n/a
1A	n/a	n/a	n/a	n/a	n/a	\$68,757.03	\$71,640.07	\$73,302.65
2	\$60,346.10	\$63,053.06	\$65,758.62	\$68,465.58	\$71,172.54	\$73,879.50	\$76,585.06	n/a

#### 3% Effective First Pay Period January 2015

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
CO I	\$40,124.68	\$42,432.91	\$44,741.14	\$47,049.37	\$49,357.60	\$51,665.83	\$53,974.06	
NH	\$50,346.79	\$52,655.63						
CO II	\$54,964.46	\$57,273.30	\$59,775.02	\$62,443.72	\$65,167.11	\$68,015.74	\$70,851.40	n/a
CO III	n/a	n/a	n/a	n/a	n/a	\$70,819.74	\$73,789.27	\$75,501.73
ACCO	\$62,156.48	\$64,944.65	\$67,731.38	\$70,519.55	\$73,307.71	\$76,095.88	\$78,882.61	n/a

#### 3% Effective First Pay Period October 2015

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
CO I	\$41,328.42	\$43,705.90	\$46,083.37	\$48,460.85	\$50,838.33	\$53,215.80	\$55,593.28	
NH	\$51,857.19	\$54,235.29						
CO II	\$56,613.40	\$58,991.50	\$61,568.28	\$64,317.03	\$67,122.13	\$70,056.21	\$72,976.95	n/a
CO III	n/a	n/a	n/a	n/a	n/a	\$72,944.33	\$76,002.95	\$77,766.79
ACCO	\$64,021.18	\$66,892.99	\$69,763.32	\$72,635.13	\$75,506.94	\$78,378.76	\$81,249.09	n/a

#### 3% Effective First Pay Period July 2016

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
CO I	\$42,568.27	\$45,017.07	\$47,465.88	\$49,914.68	\$52,363.48	\$54,812.28	\$57,261.08	n/a
NH	\$53,412.91	\$55,862.35	n/a	n/a	n/a	n/a	n/a	n/a
CO II	\$58,311.80	\$60,761.25	\$63,415.32	\$66,246.54	\$69,135.79	\$72,157.89	\$75,166.25	n/a
CO III	n/a	n/a	n/a	n/a	n/a	\$75,132.66	\$78,283.04	\$80,099.79
ACCO	\$65,941.81	\$68,899.78	\$71,856.22	\$74,814.19	\$77,772.15	\$80,730.12	\$83,686.56	n/a

ACCO Grade includes \$800 DIF

## APPENDIX C

### Salary Schedule for Associate Court Officers

	Effective July 2014						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Associate Court Officer I	\$32,370.93	\$33,842.35	\$35,313.79	\$36,785.15	\$38,256.54	\$39,727.95	\$41,199.39
Associate Court Officer II	n/a	n/a	\$37,412.26	\$38,971.09	\$40,529.92	\$42,088.79	\$43,647.63
Associate Court Officer Supervisor	\$36,301.54	\$37,951.60	\$39,601.67	\$41,251.76	\$42,901.83	\$44,551.93	\$46,202.01

#### 3% Effective First Pay Period January 2015

Associate Court Officer I	\$33,342.06	\$34,857.62	\$36,373.20	\$37,888.70	\$39,404.23	\$40,919.79	\$42,435.37
Associate Court Officer II	n/a	n/a	\$38,534.63	\$40,140.22	\$41,745.82	\$43,351.45	\$44,957.06
Associate Court Officer Supervisor	\$37,390.59	\$39,090.15	\$40,789.72	\$42,489.31	\$44,188.88	\$45,888.48	\$47,588.07

#### 3% Effective First Pay Period October 2015

Associate Court Officer I	\$34,342.32	\$35,903.35	\$37,464.40	\$39,025.36	\$40,586.36	\$42,147.38	\$43,708.43
Associate Court Officer II	n/a	n/a	\$39,690.67	\$41,344.43	\$42,998.19	\$44,652.00	\$46,305.77
Associate Court Officer Supervisor	\$38,512.31	\$40,262.85	\$42,013.41	\$43,763.99	\$45,514.55	\$47,265.14	\$49,015.71

#### 3% Effective First Pay Period July 2016

Associate Court Officer I	\$35,372.59	\$36,980.45	\$38,588.33	\$40,196.13	\$41,803.95	\$43,411.80	\$45,019.69
Associate Court Officer II	n/a	n/a	\$40,881.39	\$42,584.76	\$44,288.14	\$45,991.56	\$47,694.94
Associate Court Officer Supervisor	\$39,667.68	\$41,470.74	\$43,273.82	\$45,076.91	\$46,879.98	\$48,683.09	\$50,486.18