

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS AND THE NEW ENGLAND  
POLICE BENEVOLENT ASSOCIATION, INC.

BARGAINING UNIT 4A  
FOR A  
SUCCESSOR AGREEMENT

July 1, 2017 through June 30, 2020

**PREAMBLE**

This Collective Bargaining Agreement entered into this ~~28<sup>th</sup> day of August, 2000~~ \_\_\_\_\_ by the Commonwealth of Massachusetts acting through the Commissioner of Administration and Finance and his/her Human Resources Division, hereinafter referred to as the “Employer”, or the “Commonwealth”; and by the ~~International Brotherhood of Correctional Officers/National Association of Government Employees,~~ **New England Police Benevolent Association, Inc.**, hereinafter referred to as the “Union” or “~~IBCO/NAGE-NEPBA~~”; and has as its purpose the promotion of harmonious relations between the Union and the Employer. To this end, the parties recognize the importance of dealing with one another with mutual respect and dignity.

**ARTICLE 5**

**Union Business**

**Section 1 Union Representation** *Amend as follows:*

Union staff 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 ~~will be made in advance~~ **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 staff representatives and their areas of jurisdiction.

**Section 3 Paid Leave of Absence For Union Business**

The Union will not request paid release time for Executive Board meetings more frequently than ten (10) work days per calendar year. The Union shall submit any request for paid union business leave for Executive Board Meetings not later than ~~three (3)~~ **seven (7)** calendar days in advance of the meeting date(s).

All leave under this Section shall require prior approval of the Human Resources Division and shall be in writing. The Union agrees to provide ~~three (3)~~ **seven (7)** days advance notice. ~~However,~~ Requests for release time for the purpose of attending Union conventions must be made at least seven (7) calendar days in advance of such convention.

**Section 4 Unpaid Union Leave of Absence**

All leaves granted under this Section **shall be requested seven days in advance and** shall require prior approval of the Human Resources Division. Requests for unpaid leaves of absence for the purpose of attending Union conventions must be made at least seven (7) days in advance of such conventions.

#### **Section 5 Union Use of Premises**

The Union shall be permitted to use facilities of the Department for the transaction of Union business during working hours and to have reasonable use of the Department's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law. **Requests for such access shall be made at least one (1) day in advance of such use and will not be unreasonably denied.** This Section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract.

### **ARTICLE 7 WORKWEEK AND WORK SCHEDULES**

#### **Section 1 Scheduled Hours, Workweek, Workday**

**C. Captains assigned to institutions within the Massachusetts Department of Correction shall be allowed to select shift and days off in accordance with seniority in twenty-four (24) month intervals. The Superintendent at each site shall have full discretion to determine the available shift and days off for Captains to bid on. All available bids shall be posted with the Captain's office for a period of ten days. Upon completion of the bid process, Captains shall be given a ten day notice in writing prior to the start of their new assignment.**

**When a Captain vacancy occurs within the 24 month period due to retirement, transfers or otherwise, Captains assigned to respective shifts facility may submit a request to fill the vacated shift and days off. The Superintendent shall reserve the right to decline the initial request for operational needs but must grant the request prior to the vacancy being filled by either transfer or promotion.**

**When a long term vacancy (60 days or longer) occurs due to extended illness or some other inability to fill the vacancy, the Superintendent reserves the right to determine and re-post available shift and days off for the remaining Captains at the facility prior to the (24) month interval. The Superintendent may also reassign a voluntary Captain based on seniority. When said long term vacancy is filled, the Superintendent shall re-determine for bid purposes all shift and days off in accordance with the full complement of Captains. Existing Captains shall be allowed to bid prior to accepting transfers.**

**In cases of new Captain being assigned to a facility due to promotion or transfer, said Captains shall be allowed to immediately bid on all vacant shift and days off in order of preference by seniority. Superintendents shall however have complete discretion to assign**

**the shift and days off (including varying shifts) for the purposes of institution orientation and cross training for up to 30 days.**

**Specific Job assignments (i.e. Shift Commander, Special Housing, Unit Team etc.) are at the sole discretion of the Superintendent and may be changed at any time.**

**The Superintendent at each site shall be allowed to select the Administrative Captain position which will be considered management designated assignment in which a Captain can accept a voluntary shift and day off assignment regardless of seniority.**

**Seniority shall be defined in order of:**

- A) Length of Service as a Captain with the Department of Correction**
- B) Final Overall Civil Service Captain Exam Score**
- C) Length of Service within the Department of Correction**
- D) Length of Service as a State Employee**
- E) Training Academy Score**

**This agreement shall not pertain to Captains positions within divisions of the Department of Correction. Such positions shall be awarded to individuals based on an interview process and shift and days off shall be at the sole discretion of the Director in charge of such divisions.**

## **ARTICLE 8 LEAVE**

**Section 7.2 Family and Medical Leave** *Amend where relevant throughout Section 7.2:*

**An Appointing Authority shall grant to a full or part time employee who has been employed for at least nine (9) months, an unpaid leave ....**

## **ARTICLE 12 SALARY RATES**

### **Section 1**

The following shall apply to full-time employees:

A. Effective the first full pay period of **July, 2017**, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a **one percent (1%)** increase in salary rate.

**If FY 2018 tax revenues equal or exceed \$27.072 billion, then, effective the first pay period in July, 2017, employees may shall receive an additional increase of one percent (1%) in salary rate.**

**The terms, “state tax revenues,” “budgeted revenues,” and “budgetary funds” shall have the meanings assigned to those terms in M.G.L., Ch. 29, sec. 1.**

**For the purposes of this section, “tax revenues” shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth’s Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.**

B. Effective the first full pay period of **July, 2018**, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a **two percent (2%)** increase in salary rate.

C. Effective the first full pay period of **July, 2019**, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a **two percent (2%)** increase in salary rate.

### **ARTICLE 13B TUITION REMISSION**

Full-time employees shall be eligible for tuition remission as follows: **(For the UMass system, “tuition remission” is defined as the “student tuition credit”).**

A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College or State University excluding the M. D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;

B. For enrollment in any non-state supported course or program offered through continuing education at any Community College, State College or State University, excluding the M. D. Program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply;

C. Remission benefit is subject to space available and usual and ordinary admission policies. It is also subject to the approval of the Board of Higher Education and the policies and procedures of same.

D. A committee shall be established to evaluate the experience of this program and to consider possible extension of the program and to make recommendations concerning both.

E. Effective July 1, 1997, spouses of full time employees shall be eligible for the remission benefits contained in this Article and subject to the other provisions of this Article. It is understood that any program of spousal eligibility developed by the Board of Higher Education in conjunction with the Employer (HRD) require the subordination of spousal eligibility rights to those remission benefit rights extended to full time state employees in different bargaining units as well as full time employees covered by the provisions of this agreement.

**ARTICLE 14  
PROMOTIONS & TRANSFERS**

**Section 2      Transfer/Reassignment**

C.      The Employer shall, whenever practicable, give an employee who is being transferred or reassigned ~~thirty (30)~~ **twenty (20) working days written notice; or, in the case of voluntary transfers, ten (10) working days notice unless mutually waived.**

**ARTICLE 22  
ARBITRATION OF DISCIPLINARY ACTION**

**Section 1**

No employee who has been employed ~~in the bargaining unit~~ **by the Commonwealth** described in Article 1 of this Agreement for ~~six (6)~~ **nine (9)** consecutive months or more shall be discharged, suspended, or demoted for disciplinary reasons without just cause...

**ARTICLE 25  
RE-OPENER**

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

**ARTICLE 29  
DURATION**

This agreement shall be for the three (3) year period from ~~July 1, 2014 to June 30, 2017~~ **July 1, 2017 to June 30, 2020**, and the terms contained herein shall become effective on the signing date of the Agreement unless otherwise specified. Should a successor agreement not be executed by ~~June 30, 2017~~ **June 30, 2020**, this Agreement shall remain in full force and effect until a successor agreement is executed or an impasse in negotiations is reached. At the written request by either party, negotiations for a subsequent agreement will be commenced on or before ~~January 1, 2017~~ **January 1, 2020**.

*Additional Items*

**Swap Agreement**

The parties agree to clarify the current Swap agreement by updating *one week* to *pay period*.

**Mileage**

The parties agree that the NEPBA Mileage MOU will become part of the integrated CBA.

**Integrated CBA**

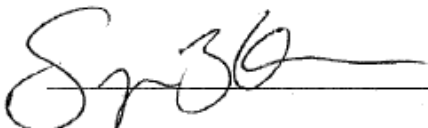
The parties will construct an integrated CBA for the 2017-2020 contract

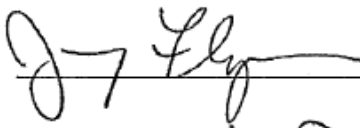

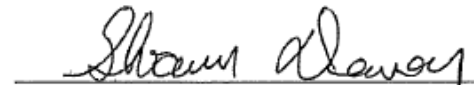


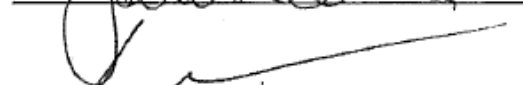
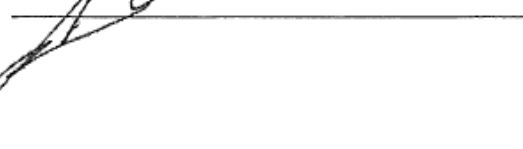
**Emergency Comp Day**

Any employee designated as emergency personnel and are required to physically report to a work location when non-emergency personnel are directed to stay home, shall be provided with one (1) day of compensatory time (emergency day) **effective the first full pay period of each January**. Said emergency day must be taken within the calendar year it was granted at a time requested by the employee and approved by the Appointing Authority. Any emergency leave not taken by the last Saturday ~~of~~ **prior to** the first full pay period in January will be forfeited by the employee.

For the Commonwealth:

For the New England Police Benevolent Association, Inc.:

  
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3/1/2018  
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