

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

July 1, 2018 through June 30, 2021

**ARTICLE 5  
UNION BUSINESS**

**Section 5.1 Union Representation**

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** ~~and will not be unreasonably denied~~. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

**Section 5.2 Union Officers & Stewards**

The President, Executive Vice President of the Coalition, Constituent Presidents or Union Stewards shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. The Union shall make every reasonable effort to request said time off at least ~~five~~ **seven (7)** calendar days in advance. This request shall not be unreasonably denied.

The Union will furnish the Employer with a list of Union Stewards and their jurisdictions. Within six (6) months the Union shall delineate the jurisdiction of Union stewards so that no steward need travel between work locations or subdivisions thereof while investigating grievances.

**Section 5.3 Union Leave of Absence**

Leave of absence without loss of wages, benefits or other privileges to attend membership meetings, Massachusetts Police Association Convention, and monthly Board of Directors meetings of the Coalition may be granted to the Union officers, stewards, and elected delegates of the Union. Such leave will require approval of HRD and shall be in writing. The Union shall make every reasonable effort to request said time off at least ~~five~~ **seven (7)** calendar days in advance.

Effective upon the execution of this Agreement, leaves of absence without loss of wages, benefits or other privileges shall be granted to members of the Environmental Police Officer's Association to attend eight (8) meetings held during the calendar year. Such approval shall be for

fifteen (15) employees except in a special circumstance where HRD, if requested by the Director of the Division of Environmental Law Enforcement, may approve a higher total.

Time off without loss of wages, benefits, or other privileges may be granted to Coalition negotiating committee members for their attendance at negotiating sessions and related Union caucuses.

While on Union Leave, employees shall not utilize department issued equipment, except when authorized by the Director.

**Section 5.5    Attendance of Hearings**

The President and two (2) officers/representatives of the Coalition may be granted leave of absence without loss of pay to attend hearings before the Legislature and State Agencies concerning matters of importance to the Union. Such leave will require prior approval of HRD and shall be in writing. The Union shall make every reasonable effort to request said time off at least ~~five~~ **seven (7)** calendar days in advance.

**Section 5.6    Union Use of Premises**

The Union shall be permitted to use facilities of the Employer for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of the Employer'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.**

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.

**Section 5.7    Union Leave Requests *(new section)***

**Notwithstanding the foregoing, in the event that it is impracticable to request leave within the time lines specified in this Article, such request shall not be unreasonably denied.**

**Section 5.78    Bulletin Boards**

- A.    The Union may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

- B. The Coalition may provide and maintain bulletin boards for its own use within normal work areas.

**Section 5.89 Employer Provision of Information**

The Employer, upon request of the Union, shall be required to provide the Union with the following information:

- A. Every three (3) months, a list of all new employees, date of employment and classification.
- B. Every six (6) months, a list of all employees who have been terminated.
- C. Every six (6) months, a list of all employees who have been transferred.
- D. Every six (6) months, a list of all employees who have changed their classification including both titles and the effective date.
- E. A list of all employees who withdraw check-off authorizations under ARTICLE 3, Section 3.2 and 3.3 within two (2) months of such withdrawal.
- F. A list of employees in each department/agency by titles listed within each title in order of date of employment. Such lists shall be updated each six (6) months.

Where the Employer has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

**Section 5.910 Orientation**

Where the department/agency provides an orientation program for new employees, or within thirty (30) days of hire, one (1) hour shall be allotted to the Union and to the new employees during which time a Union representative may discuss the Union with the employee.

**Section 5.1011 Union Leave**

With the exception of the above, no other union business may be performed during scheduled work hours unless approved by HRD.

**ARTICLE 7  
WORKWEEK AND WORK SCHEDULES**

**Section 7.5 Special Operations** *(new section)*

**Any officer who is promoted into an assignment or position under Special Operations including but not limited to, Boating Safety/OHV Bureau, Marine Theft Bureau, and Environmental Crimes Bureau, as well as promotion to Martha's Vineyard or Nantucket,**

shall not be allowed to bid for another assignment for a period of twenty-four (24) months. This paragraph shall not prevent an officer's ability to accept a promotion to a higher rank within the agency. The colonel may waive this requirement based on hardship or for the good of the agency.

## ARTICLE 8 LEAVE

### Section 8.1

- P. This Section shall apply to employees covered by this Agreement **except employees covered by G.L. c. 21A section 10.J.**
- (1) Whenever an employee is incapacitated from duty because of injury sustained in the hazardous performance of his/her duty, the employee shall be entitled to leave with full pay, reduced by the amount provided by Chapter 152 of the General Laws (Workers' Compensation) during the period in which he/she is unable to perform his/her full law enforcement duties, or until such time as he or she has been accepted for retirement by the Commonwealth's Retirement Board.
  - (2) An employee shall be entitled to examination and treatment by a physician of his/her own choosing, and at the employee's expense. The Employer may at any time require the employee to be examined by any physician it chooses, at the Employer's expense.
  - (3) If the employee's physician and the Employer's physician disagree as to an employee's "fitness to return to full law enforcement duty", a physician shall be jointly selected by them from a list of panel physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts, upon which event such physician, at the Employer's expense, shall so examine the employee and render his opinion, that will be binding on both the employee and Employer. In no event will this Section of this Article be subject to arbitration.
  - (4) For the purposes of this section, hazardous performance of duty is defined as injuries sustained as follows:
    - (a) Making, aiding or assisting in an arrest;
    - (b) Handling of prisoners including the transportation of said prisoners;
    - (c) Active pursuit of someone violating the law;
    - (d) Injuries resulting from an assault sustained in the course of an investigation, and;
    - (e) Other injuries resulting from law enforcement activities/duties without fault on the part of the employee. Law enforcement activities/duties are those functions that are unique to the law enforcement community.

- (5) The Employer reserves the right to withhold benefit payments or take disciplinary action against any employee who is found to have submitted a false claim for benefits covered in this Section or for working for another employer while receiving said benefits.
- (6) If an employee is determined to be fit to return to full law enforcement duties, then the supplemental benefits set out in the section shall cease.

## ARTICLE 8 LEAVE

**Section 8.7 Family and Medical Leave** *Amend where relevant throughout Section 8.7 i.e., 8.7.A and 8.7.B:*

An Appointing Authority shall grant to a full or part time employee who has ~~completed his/her probationary period, or if there is no such probationary period,~~ has been employed for at least ~~three (3)~~ **nine (9)** consecutive 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, 2018**, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a **one percent (1%)** increase in salary rate. **Effective the first full pay period of July, 2018, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive an additional one percent (1%) increase in salary rate due to the realization of the FY '18 tax revenue trigger threshold.**
- B. 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.
- C. Effective the first full pay period of **July, 2020**, 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 SENIORITY**

### **Section 14.2**

For purposes of this Article, seniority shall be defined as follows for all Environmental Police Officers:

1. **Length of service in the Department/Agency.**
2. **Time in grade.**
3. Civil Service score for that grade.
4. Time in next lower grade if applicable.
5. Civil Service score in next lower grade.
6. Civil Service entry score.
7. Academy ranking.

## **ARTICLE 21 EMPLOYEE PERSONNEL RECORDS**

## **Section 21.2**

An employee shall have the right, upon request, to examine and copy any and all material, including any and all evaluations, concerning such employee contained in the employee's departmental personnel folder. The Union shall have access to an employee's records upon written authorization by the employee involved.

Whenever any material, including evaluations, is inserted into the employee's departmental personnel folder, such employee shall be promptly notified and given a copy of such material.

The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

An employee may file a grievance based on a personnel evaluation or on any material either of which results in a negative action. Upon a determination at any step of the grievance procedure that such personnel evaluation is either inaccurate or improperly placed in such employee's personnel records, a copy of such determination shall be placed in the personnel file along with such evaluation. If, however, any other material placed therein is found to be inaccurate, such inaccurate material shall be removed from the file, together with any of the employee's statement or statements thereto. **Such disputes shall be grievable up to Step III of the grievance procedure.**

**Any discipline less than a suspension that have been placed into the personnel record of an employee which are more than two and one-half (2 ½) years old from the date of issuance of the discipline, provided there has been no subsequent discipline imposed, shall be removed from the personnel record.**

## **ARTICLE 30B TRAINING AND CAREER LADDERS**

### **Section 6**

- A. For all training programs-those occurring at a MEP location and those occurring elsewhere any distance away-officers may be assigned to a five (5) and two (2) schedule if the training is scheduled to be five (5) days or more.**
- B. An officer's placement on a 5/2 schedule shall commence the day the training begins. Officers shall be returned to their 4/2 schedule the Monday after the training ends.**
- C. In the event this change in schedule results in an officer having less days off during the time period in which the training took place, then the officer will be entitled to make-up days off which that officer must use within thirty (30) days.**

**D. In the event an officer gains days off, the officer shall be obligated to work the Monday and/or Tuesday upon return to the 4/2 schedule.**

**E. The purpose of this provision is to ensure that an officer ends up with the same number of days off as his or her 4/2 schedule would have provided.**

***ADDITIONAL ITEMS***

**Emergency Comp Day [eff. 2/4/2019]**

Any employees designated as emergency personnel who are required to physically report to a work location when non-emergency personnel are directed to stay home, shall be provided with one (1) emergency day effective the first full pay period in 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 prior to the first full pay period in January will be forfeited by the employee.


**Housekeeping**


Clean up contract to delete references to groups no longer in Unit 5 bargaining unit.


AGREEMENT REACHED 1/22/19

**For the Coalition of Public Safety:**

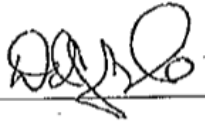
**For the Commonwealth of  
Massachusetts:**

  
COPS

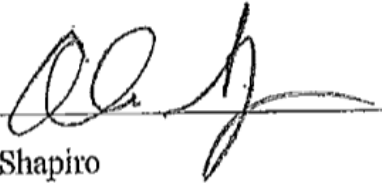
  
Suzanne Quersher  
Human Resources Division

  
COPS



A handwritten signature in black ink, appearing to be 'COPS', written above a horizontal line.

COPS

A handwritten signature in black ink, appearing to be 'Alan Shapiro', written above a horizontal line.

Alan Shapiro

Counsel and Chief Negotiator