MEMORAUNDUM OF UNDERSTANDING
Between
THE COMMONWEALTH OF MASSACHUSETTS
and the
COALITION OF PUBLIC SAFETY
For a
SUCCESSOR AGREEMENT
JULY 1, 2025 - JUNE 30, 2028

PREAMBLE

This Agreement is entered into **on** January 22nd **, 2026**, by and between the Commonwealth of Massachusetts acting through the Commissioner of Administration and the Human Resources Division ("Commonwealth" or "Employer") and the Coalition of Public Safety ("Coalition" or "Union").

ARTICLE 5
UNION BUSINESS

Section 5.3 PAID Union Leave ~~of Absence~~
Paid Union 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 seven (7) calendar days in advance.

Effective upon the execution of this Agreement, **Paid Union L**eave~~s of absence~~ without loss of wages, benefits or other privileges shall be granted to members of the **Massachusetts** Environmental Police Officer's Association to attend **eight (8)** meetings held during the calendar year. Such approval shall be for ~~fifteen (15)~~ **ten (10)** 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.

Paid Union Leave ~~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 **Paid** Union Leave, employees shall not utilize department issued equipment, except when authorized by the Director.

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Section 5.4 Unpaid Union Leave of Absence

Upon request by the Union, an employee may be granted an **Unpaid Union Leave** ~~a leave~~ of absence ~~without pay~~ to perform full-time official duties on behalf of the Union. Such **Unpaid Union L**eave of absence shall be for a period of up to one (1) year and may be extended for one or more additional periods of one (1) year or less at the request of the Union. Advance approval of the Human Resources Division is required for all such leaves of absence or the extension thereof.

Section 5.5 Attendance of Hearings

The President and two (2) officers/representatives of the Coalition may be granted **Paid Union L**eave ~~of absence~~ without loss of pay to attend hearings before the Legislature and State Agencies concerning matters of importance to the Union. Such **Paid Union L**eave 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 seven (7) calendar days in advance.

Section 5.7 Union Leave Requests

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

ARTICLE 7
WORKWEEK AND WORK SCHEDULES

Section 7.1 Scheduled Hours, Workweek, Workday

A. The regular hours of work for the following employees shall be thirty-seven and one half (37.5**)** hours per week excluding unpaid meal periods and to the extent practicable the normal workweek shall consist of five (5) workdays followed by two (2) consecutive days off:

Alcoholic Beverages Commission employees
Public Utilities employees
Bureau of Special Investigations employees
Parole Board employees

For employees of the Massachusetts Parole Board, the start and end times of a Field Parole Officer's workday may be adjusted for agency needs or personal reasons subject to operational needs, with manager/supervisor approval, and mutual agreement with the Parole Officer. Absent extraordinary circumstances, the start time for the adjusted workday shall be no earlier than 6:00 A.M. and the end time for the adjusted workday shall be no later than 8:00 P.M. This section will apply to Field Parole Officers A/B, C, and D.

Section 7.2 Overtime

E. Upon the request of an employee, an appointing authority may grant compensatory time in lieu of payment for overtime at a rate not less than one and one-half hours for each hour of employment for which overtime compensation would be required under this

Article. ~~Such~~ **Total** compensatory ~~time~~ **hours accrued pursuant to this Article in lieu of overtime and as holiday compensatory hours provided for in Article 10 Holidays** shall not ~~be accumulated in excess of one hundred and twenty hours~~ **exceed ninety (90)** hours and may be used in one-half **(0.5)** hour increments. An appointing authority shall permit the use of compensatory time within a reasonable time from the employee's request, provided the use of compensatory time does not unduly disrupt the operation of a department or agency. **Effective upon execution of this agreement, should the compensatory hours exceed the maximum compensatory hours limit of ninety (90) hours, the employee shall be paid for hours worked at their regular hourly overtime rate.** Upon termination an employee shall be paid for all unused compensatory time at the final regular rate of pay. The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday.

Section 7.3 Call Back Pay

An employee who has left his/her place of employment after having completed work on his/her regular shift and is called back **to duty and required** to **report in person to a work location** ~~work~~ prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours call back pay at his/her regularly hourly overtime rate. This section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift. Regular overtime rate shall only mean premium pay if the employee has exceeded eight (8) hours for their shift and are otherwise eligible for premium pay. **For the purpose of this Section, a "work location" is defined as any place other than the employee's home to which they are required to report to fulfill the assignment. An employee shall not self-deploy or "call back" themselves to report in person to a work location.**

An employee who is called upon to perform work through electronic communication device (such as a telephone/networked computer), as outlined above, but is not required to report in person to a workplace, shall receive a minimum of two (2) hours pay at their regular overtime rate. Excepted from this paragraph are telephone calls made by employees covered by Supplemental Agreement B, Paragraph 3.

Section 7.4 Stand-By Pay

Effective the first full pay period of July of 2024, an Environmental Police officer shall be entitled to $36.00 for each week of assigned Stand-by Duty ($72.00 bi-weekly). Payments under this Section shall be made bi-weekly and shall be included in base pay for the purpose of computing overtime, sick, and injured leave pay, personal day pay, holiday pay, and vacation pay.

Refer to Supplemental Agreement B for Massachusetts Parole Board employees.

Section 7.6 Shift Differential

Effective the first full pay period of January 2026, Massachusetts Environmental Police employees shall receive a ~~night~~ shift differential at the rate of ~~$1.25~~ $2.25 per hour for the

actual hours worked between the hours of 4:00 p.m. and 8:00 a.m. This differential does not apply to work rendered as overtime.

This ~~night~~ shift differential shall be included in base pay for injured leave pay when an employee is injured during a work week where the majority of the hours actually worked that week are between the hours of 4:00 p.m. and 8:00 a.m.

NEW Section 7.7 Weekend Differential

Effective the first full pay period of January 2026, employees who are regularly scheduled to work Saturday and/or Sunday, shall receive a weekend differential of one dollar ($1.00) per hour not to exceed eight (8.0) hours/day when rendering service on a regular weekend shift. For purposes of this differential, a weekend shift shall be defined as a shift that commences on or after 0700 hours on Saturday and concludes on or before 2300 hours on Sunday.

The above hourly weekend differential shall be paid in addition to regular salary and all other applicable differentials for eligible employees when their entire work shift is on a weekend shift. Eligible employees who are required to work on a weekend shift, or any portion thereof, on an overtime basis, to replace an employee who normally works such weekend shift, will receive the weekend hourly shift differential pursuant to this Section. These employees shall be compensated at the rate of time and one-half of their regular salary rate plus the weekend differential of $1.00/hour, not to exceed eight hours/day, for the number of hours actually worked on such weekend shift in excess of forty (40) hours per week.

ARTICLE 8
LEAVE

Section 8.1 Sick Leave

C. Sick leave shall be granted at the discretion of the Appointing Authority, and shall not be unreasonably denied to an employee under the following conditions:

2. ~~When the spouse, child, or parent of either the employee or his/her spouse, or a relative living in the immediate household of an employee is seriously ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per calendar year.~~ **~~When an eligible employee and his/her spouse are both employees of the Commonwealth, they may be jointly granted a total of not more than sixty (60) days of accrued sick leave as set forth above for parental leave purposes or for the care of a seriously ill parent.~~**

An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of caring for:

the spouse **or domestic partner (as defined by M.G.L. c. 175M);** employee's child, **foster child, or stepchild, child of spouse or domestic partner**;

employee's parent **or stepparent**, parent of spouse **or domestic partner, or parent's domestic partner;**
brother, sister, **or stepsibling;**
grandparent, step-grandparents, **grandparent of spouse or domestic partner, or grandparent's domestic partner**;
grandchild, **step-grandchild, grandchild of spouse or domestic partner;**
person for whom the employee is legal guardian; or
a relative living in the household who is seriously ill.

5. An employee may use up to a maximum of sixty (60) days per calendar year for parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this section shall not be required to submit a medical certification, unless the appointing authority has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8.7.A.7 below. ~~**Where an eligible employee and his/her spouse are both employees of the Commonwealth, they may be jointly granted a total of not more than sixty (60) days of accrued sick leave as set forth above for parental leave purposes or for the care of a seriously ill parent.**~~

6. When appointments with licensed medical, mental health, or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of treatment or diagnosis of an existing medical, mental health, or dental condition.

K. Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require satisfactory medical evidence from the employee. This request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Appointing Authority believes he/she may be required to produce medical evidence for future use of sick leave.

In order to clarify existing practice, satisfactory medical evidence shall consist of a signed statement by a licensed physician, physician's assistant, nurse practitioner, chiropractor, **Clinical Psychologist, Licensed Independent Clinical Social Worker (LICSW),** or dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, **unless identified as being of a confidential nature;** a statement that the employee was unable to perform his/her duties due to the specific illness or injury (diagnosis not required) on the days in question; and the prognosis for the employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1 (C) (2) of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the day in question. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above and shall list an address and telephone number. Failure to produce such

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evidence within seven (7) **business** days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

The medical provider's determination of the employee's incapacitation for duty shall be based upon the provider's assessment of the employee's health condition for the period of sick leave utilized, and by reviewing the employee's specific job duties and responsibilities as outlined in the Form 30 position description.

Section 8.3 Bereavement Leave
Paid leave granted under this Section shall be prorated for regular part-time employees.

A. Upon evidence satisfactory to the Appointing Authority of the death of a:

Spouse or **domestic partner (as defined by M.G.L. c. 175M)**
Child **of the employee**
Foster child of the employee living in the household
Stepchild of the employee living in the household
Child of spouse or domestic partner living in the household of the employee

an employee shall be entitled to a maximum of seven (7) calendar days without loss of pay. **Said days shall** be used at the option of the employee **within ninety (90) calendar days from the date of death of the employee's spouse or domestic partner, and** thirty (30) calendar days from the date of **death of the employee's child, foster child of the employee living in the household, stepchild of the employee living in the household, or child of spouse or domestic partner living in the household of the employee** ~~said death~~. Under no circumstances will an employee be required to return to work the day of the funeral.

B. Upon evidence satisfactory to the Appointing Authority of the death of a:
Stepchild of employee not living in the household
Child of spouse or domestic partner not living in the household
Parent
Step Parent
Brother
Sister
Grandparent
Grandchild
Parent of spouse **or domestic partner**
Person living in household **of the employee**

an employee shall be entitled to a maximum of four (4) calendar days without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death. Under no circumstances will an employee be required to return to work the day of the funeral.

C. Upon evidence satisfactory to the Appointing Authority, an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the employee's aunt or uncle.



Section 8.5 Civic Duty Leave

D. An employee on duty summoned as a witness in court or attending a related proceeding on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government ~~**or as a result of his employment during his/her regularly schedules hours of work**~~ **outside their capacity as an employee or as part of their civic duty,** shall be granted court leave with pay upon filing of the appropriate notice of service with his/her ~~department head~~ **manager/supervisor.** ~~**department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.**~~

Court leave shall not apply to employees who, as part of their regular work responsibilities and in their capacity as Commonwealth employees under this bargaining unit, are summoned as witnesses in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government.

Similarly, court leave shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

Section 8.6 Military Leave

Military Leave shall be granted in accordance with applicable State and Federal law.

~~**A. Subject to the provisions of C. 33, §59 of the General Laws, as amended, an employee shall be entitled during the time of his/her service in the Armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of C. 33 of the General Laws, or during his/her Annual Tour of Duty of not exceeding 34 days in any state fiscal year, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.**~~

~~**B. Subject to the provisions of C. 33, §59 of the General Laws, as amended, an employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days in the federal fiscal year as a member of a reserve component of the armed forces of the United States, to receive pay therefor without loss of his/her ordinary remuneration as an employee.**~~

~~**C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.**~~

~~D.~~ ~~In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or navel forces of the United States who does serve or was or shall be rejected for such service shall except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.~~

~~E.~~ ~~This Section shall be construed in conjunction with applicable law.~~

Section 8.7 Family and Medical Leave

A. Family Leave

1. An Appointing Authority shall grant to a full-time or part-time employee who has been employed for at least nine (9) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or **foster care** placement of a child **with the employee** as long as the leave concludes within twelve (12) months following the birth or placement. The ability to take leave ceases when a foster placement ceases. For this leave, under the Family and Medical Leave Act, 29 U.S.C. 26111 et seq., and accompanying regulations, 29 C.F.R. part 825, the employer may request medical certification after the leave commences if the employer has reason to question the appropriateness of the leave or its duration. Said certification shall be in accordance with Section 8.1K of this Article.

7. During family leave taken in conjunction with the birth, adoption, or **foster care** placement of a child **with the employee**, an employee shall receive his/her salary for ten (10) days of said **Family L**eave, at a time requested by the employee. **An employee who is ineligible for family leave due to the nine (9) month waiting period, may use the ten (10) days in advance of eligibility, but said time will count toward their twenty-six (26) week Family Leave allotment referenced in Section 7.2.A.1. Family Leave.** The ten **(10)** days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than one (1) day. For cases of foster placement **with the employee**, if the placement is less than **ten (**10**)** days, the number of paid days shall equal the number of work days that fall within the placement time period. In addition, if the employee has accrued sick leave, vacation leave, personal leave or compensatory leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. ~~**Where an eligible full time or part time employee and his/her eligible spouse are both employees of the Commonwealth, they shall jointly be entitled to a combined total of not more than ten (10) days paid under the provisions of this Section.**~~ The ten (10) days of paid **Family L**eave granted under this Section shall be prorated for regular

part-time employees **based on the regular weekly hours of the part-time employee.**

B. Medical Leave

4. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious health condition and is dependent upon the employee for care, or for a serious health condition which prevents the employee from being able to perform the functions of his/her position.

   a. ~~**Effective January 1, 2017, employees who are on intermittent FMLA, or for new requests,**~~ **Employees** ~~**must**~~ **who** provide satisfactory medical documentation to support an intermittent FMLA **for a spouse, child, or parent** ~~**and**~~ may utilize up to sixty (60) days of their FMLA allotment provided in Section 8 (B)(1) for intermittent absences. **Employees may utilize up to one hundred (100) days of their FMLA allotment if the intermittent absence is due to a serious health condition of the employee which prevents the employee from being able to perform the functions of their position.**

   b. Where **an** intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.

   c. Such modified work schedules may include full time continuous leave, a change in job responsibilities, an alternative work option**,** or a continuation of the intermittent leave beyond the sixty (60) days **to care for a spouse, child, or parent, or beyond one hundred (100) days for the employee's own serious health condition** if operations allow provided the employee has not exhausted the twenty-**six** (26) weeks of FMLA leave allowed ~~**within the previous 52 week period**~~ **in a twelve (12) month period. For this purpose, a rolling twelve (12) month period will be used measured as the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under Section 8 of this Article commences for the employee.**

   h. In the event that the employer gives notice of its intent to terminate the intermittent leave, and the affected employee does not wish to access any remaining full-time leave benefits as described above, the Union may request expedited impartial review by an arbitrator to determine whether the Agency has made a reasonable attempt to accommodate the need of the employee's intermittent leave beyond the sixty (60) days **to care for a spouse, child, or parent, and one hundred (100) days for the employee's illness,** and whether or not the leave unduly disrupts operations. Said review must be requested within ten (10) calendar days of the notification that the leave will be terminated. The status quo ante shall be preserved pending the decision of the arbitrator, unless the



proceedings are unreasonably delayed due to the part of the Union or the Employee.

~~Section 8.9~~

~~Where an eligible full time or part time employee and his/her eligible spouse are both employees of the Commonwealth, they may jointly be granted a total of not more than twenty six (26) weeks of leave under Section 8.7 of this Article to care for the employee's parents with a serious medical condition; or in conjunction with the birth, adoption or placement of a child as long as the leave(s) conclude(s) within twelve (12) months following the birth or placement. The female employee is entitled to up to eight (8) of those combined twelve (12) weeks under M.G.L. Chapter 149, Section 105d for either maternity or adoptive purposes.~~

Section 13 Paid Family Medical Leave (PFML)

A. 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 the Federal Law/FMLA.

B. During an approved qualifying leave, employees may elect as to whether they would like to utilize their paid leave accruals only or apply for a paid benefit from the DFML. If an employee requests and is approved for a benefit from the DFML, they may utilize their accruals in accordance with M.G.L. c. 175M.

C. **Pursuant to M.G.L. c. 175M, any paid leave granted to the employee by the Administrator and/or the Employer for any given week shall not exceed the employee's average weekly wage. For this purpose, average weekly wage has the same meaning as provided in M.G.L. c. 151A, §I(w).**

D. **An employee who has been granted paid leave in any given week in excess of their average weekly wage as described in this section shall be deemed to be in receipt of an overpayment. When the Employer determines that any employee has been overpaid, it shall notify the employee of this fact and the reasons, therefore. Following notice from the Employer, the Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and the employee agree to another arrangement.**

ARTICLE 10
HOLIDAYS

Section 10.6

A part-time employee shall receive pay or **accrue** compensatory **~~time~~ hours** for a holiday in the same proportion that his/her part-time service bears to full-time service.

A part-time employee who is scheduled but not required to work on a holiday, who receives less holiday credit than the number of hours he/she is regularly scheduled to work, may use other available leave time, or upon the request of the employee and approval by the Appointing Authority, subject to operational needs, may make up the difference in hours that same workweek. The scheduling of these hours will be at a time requested by the employee and approved by the Appointing Authority, subject to operational needs.

Section 10.8

An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall **only** ~~**not**~~ receive holiday pay **for the actual hours worked on** ~~**for**~~ **that holiday and shall not receive holiday pay or compensatory hours for the sick leave hours.**

Section 10.9

Full-Time employees who are entitled to receive pay for a holiday under Sections 10.3, 10.4 or 10.5 of this Article shall have the option to ~~**receive**~~ **accrue** compensatory ~~**time**~~ **hours** in lieu of holiday pay **at the straight rate for the actual regular hours worked on the holiday or the regular work shift duration for holidays observed on non-regular workdays**. ~~**Said compensatory time shall be granted at the rate of one (1) hour of compensatory time for each hour of holiday pay to which the employee may be entitled. Said compensatory time must be taken within ninety (90) days following the holiday, at a time requested by the employee and approved by the Appointing Authority or his/her designee, which approval shall not be unreasonably withheld.**~~

Such compensatory time shall be added to the compensatory hours bank not to exceed a total of ninety (90) hours. Should the holiday compensatory hours exceed the maximum compensatory hours limit, the employee shall be paid for the compensatory hours at the straight rate of pay.

Total compensatory hours accrued pursuant to this Article and in lieu of overtime as provided in Article 7.2 shall not exceed a total of ninety (90) hours and may be utilized in one-half hour (0.5) hour increments. Should the holiday compensatory hours exceed the maximum compensatory hours limit, the employee shall be paid for the holiday hours worked at the straight rate of pay in addition to pay for the holiday worked.

ARTICLE 11
EMPLOYEE EXPENSES

All requests for reimbursement shall be submitted to the employee's Appointing Authority within **sixty (**60**)** days from which the employee incurred such expense(s).

Section 11. 1

A. Effective ~~October 28, 2007~~ **the first full pay period of January 2026,** when an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the rate of ~~forty~~ **sixty-two** cents (~~$.40~~ **62**) per mile.

Section 11.2

A. **Effective the first full pay period of January 2026, a**n employee who is assigned to duty on full travel status that requires him/her to be absent from his/her home more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

Meals	Maximum Allowance	Applicable Period
Breakfast	~~$3.75~~ **$ 7.50**	3:01 **a.m.** to 9:00 **a.m.**
Lunch	~~$6.50~~ **$13.00**	9:01 **a.m.** to 3:00 **p.m.**
Supper	~~$9.50~~ **$19.00**	3:01 **p.m.** to 9:00 **p.m.**

Section 11.3

Effective the first full pay period of January 2026, employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular workday shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following periods:

Breakfast	~~$2.00~~	**$ 4.00**	3:01 a.m. to 9:00 a.m.
Lunch	~~$3.00~~	**$ 6.00**	9:01 a.m. to 3:00 p.m.
Dinner	~~$5.00~~	**$10.00**	3:01 p.m. to 9:00 p.m.
Midnight snack	~~$2.00~~	**$ 4.00**	9:01 p.m. to 3:00 a.m.

ARTICLE 12
SALARY RATES

Section 12.1

A. The following shall apply to employees on the payroll as of the signing date of this Agreement, subject to the provisions of paragraph ~~D~~ **B** of this Section**o**

1. Effective the first full pay period in **January 2026**, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a **three** percent (**3%**) increase in salary rate.

2. Effective the first full pay period in **July 2026**, employees who meet the eligibility criteria provided in section 2 of this Article shall receive a **two** percent (**2%**) increase in salary rate.

3. **Effective the first full pay period in January 2027, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.**

4. **Effective the first full pay period in July 2027, employees who meet the eligibility criteria provided in section 2 of this Article shall receive a two percent (2%) increase in salary rate.**

5. **Effective the first full pay period in January 2028, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.**

B. Employees who receive a final overall rating of "Below" on their annual EPRS evaluation shall not be eligible to receive the above salary increases nor any step increases. Such employees shall have their performance reviewed on a monthly basis and will become eligible for the salary and step increases previously denied effective upon the date of receiving a "Satisfactory" or "Exceeds" rating. There shall be an appeals procedure for any aggrieved employee receiving a "Below" rating. This appeal procedure is set forth in Article 21A, paragraphs D and E.

C. 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.



D. Whenever an employee receives a promotion to a position in a higher job grade, the employee's new salary rate shall be the next higher step in existence at the time of the promotion in the higher job grade. If, however, said salary rate would result in a salary increase for the employee which is less than ~~the difference between rates in the higher job grade~~ **five percent (5%) of their current salary rate**, the employee shall receive the next highest step in the higher job grade.

An employee's new salary rate upon promotion into a position covered by this Agreement shall be calculated as follows:

1. **Determine the employee's current salary rate and step within his/her current job group; then**
2. **Find the salary rate of the next higher step within the employee's current job group; and**
3. **Multiply the employee's current salary rate by 5% (1.05); then**
4. **Compare the higher of the resultant amounts from 2. or 3. above to the salary rates for the higher job group into which the employee is being promoted.**
5. **The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from 4. above.**

When a current employee of the Appointing Authority is receiving a promotion to a higher grade position and the promotion date occurs ninety (90) days or less before a step anniversary date in the lower grade position, the employer will calculate the promotion as if the new step had already occurred. The new anniversary step would be used as the employee's "current salary rate". This provision does not apply to hires/promotions from another bargaining unit or outside of the Appointing Authority.

~~ARTICLE 12B~~
~~NIGHT SHIFT DIFFERENTIAL~~

Delete in its entirety – replaced with Article 7, Section 6 Shift Differential

ARTICLE 14
SENIORITY

Section 14.2
For the purposes of this Article, seniority shall be defined as follows for all Environmental Police Officers:

1. ~~Length of service in the Department/Agency~~. **Time in grade.**
2. ~~Time in grade~~. **Length of service in the Department/Agency.**
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 **upon the request of the employee, or absent such request, shall be considered removed from the personnel record.**

ARTICLE 26
PAID DETAILS

Section 26.1
The following provisions shall govern the assignment of paid police details for the ~~Division of Environmental~~ **Office of** Law Enforcement, Executive Office of Environmental Affairs. Such provisions shall be utilized in conjunction with the "Memorandum of Understanding between the Commonwealth of Massachusetts and the Coalition of Public Safety, Unit 5, Regarding Law Enforcement Details" contained in this Agreement.

A. The rate of pay shall be increased ~~from~~ ~~$50.00~~ to **$56.25** per hour, effective **the first full pay period after thirty (30) days following ratification.** If a higher rate is paid to any other law enforcement officer working or offered work at the job site involved than the Environmental Police officers shall be paid that higher

rate. When assigned to a paid detail for a state agency, other than DEM, the rate of pay shall be time and one-half the hourly rate for such employees.

B. There shall be a minimum of four (4) hours work for each assignment. **Any Paid Detail lasting longer than four (4.0) but less than six (6.0) hours shall be paid for six (6.0) hours. Any Paid Detail lasting longer than six (6.0) hours but less than eight (8.0) hours shall be paid for eight (8.0) hours. Such extensions beyond four (4.0) or six (6.0) hours must be at the request of the vendor/payee of the Paid Detail and not the result of relief officer's delay/tardiness.**

C. ~~Effective December 9, 2007~~, **Any Paid D**etails **lasting longer than eight (8.0) hours at the request of the vendor/payee of the Paid Detail** will be rounded to the next hour. (For example, if an EPO is assigned to a **D**etail for **8** hours and 15 minutes, that EPO shall be paid for **nine (9)** hours at the detail rate.)

D. Additional compensation at the rate of time and one-half **(1.5)** the applicable Detail rate will be paid for all assignments in excess of eight (8) hours.

E. The rates set forth in this Article may be increased by mutual agreement of the parties, but in no event less than thirty (30) days from the signing of this Agreement.

F. All employees will signify in writing their desire to accept or not accept ~~**paying police**~~ **Paid** Details, and a current file in this subject will be maintained by the agency head or designee.

G. Except as otherwise indicated, **only** officers on full duty status may work Paid Details. An officer who utilizes sick leave for their regularly scheduled shift shall not be eligible to work a Detail on that same day.

H. No employee may work more than a total of sixteen and one-half (16.5) hours in any twenty-four (24) hour period. No employee shall work more than forty-two (42) hours in any seventy-two (72) hour period. Work shall be defined to include regularly scheduled duty, overtime, court time and Paid Details. No employee shall accept a Paid Detail if doing so would require that ~~the~~ employee not work **their** regularly scheduled ~~time~~ **duty, overtime, court time,** or time for other work obligations ~~(such as court appearances)~~ of which the employee is aware. No employee shall receive any compensation for any hours worked in excess of the limits provided herein unless such hours of work have been approved, in writing, by the Director **or their designee**.

I. In the event the Paid Detail exceeds the hours of work allowed in the twenty-four (24) hour period, which prevents the employee from reporting to his/her next assigned work shift on time, the employee shall not be allowed to alter the starting time of his/her next assigned work shift, but shall utilize accrued personal leave,

~~or~~ vacation leave**, or compensatory leave** credits in place of any hour(s) missed out of the next regular work shift.

J. Employees assigned to a **Paid** Detail shall contact the person charged with administering Paid Details immediately in the event**o**

a. that the Paid Detail hours exceed the hours worked in the twenty-four (24) hour period; or

b. of an emergency.

K. Any employee who must decline a Paid Detail assignment, or an opportunity to work an overtime shift solely due to the hour limitations of paragraph ~~G~~ **H** of this Article, shall retain their position on the overtime or **Paid D**etail list.

L. In the event a Paid Detail is extended, and such extension will exceed the hourly limitations of paragraph ~~G~~ **H** of this Article, the employee shall notify their Captain, who shall act as the Director's designee in deciding to waive the requirements of paragraph ~~G~~ **H** of this Article.

M. All assignments to ~~paying police~~ **Paid D**etails shall be made by the Director of the ~~Division of Environmental~~ **Office of** Law Enforcement or his**/her** designee for the equitable and fair distribution of such details. All ~~paying police~~ **Paid D**etails will be distributed to employees, if available, fairly and equitably as to numbers. Employees available shall be given the maximum possible advance notice of ~~paying~~ **Paid D**etail assignments. Any employee on the detail list who refuses a ~~paying police~~ **Paid D**etail shall not be removed from the detail list, but any such refusal shall be recorded for the purposes of detail assignments as a detail actually worked under the heading "Detail Refusal".

N. A list showing the number of Paid Details assigned to each officer shall be maintained by the agency head and will be available to the Union upon request.

O. ~~In the case of employees of the Division of Environmental Law Enforcement, Executive Office of Environmental Affairs (i.e., Environmental Police Officers),~~ **Paid** Details will be distributed on a statewide basis. **Paid** Details may be assigned to Environmental Police Officers at any time during their off-duty hours.

ARTICLE 30
TECHNOLOGICAL CHANGE

The Commonwealth and the Union further recognize that automation and technological change are integral components of the way all departments and agencies better meet the challenges of effectuating business practices which ensure that they more effectively and efficiently attain their missions.



~~The Commonwealth and the Union recognize that the Commonwealth's Human Resources/Compensation Management System (HR/CMS) is the most comprehensive review of business processes regarding payroll, personnel and other processes ever undertaken by the Commonwealth, replacing such current systems such as PMIS and CAPS.~~

~~Therefore, the Commonwealth and the Union agree that HR/CMS shall become the cornerstone of the Commonwealth's payroll and personnel system.~~

~~To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g. the change from a weekly to bi weekly payroll system). The Commonwealth and the Union will establish a Special Labor Management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.~~

~~The parties will continue to meet on an as needed basis to discuss any issues regarding the implementation of MassHR.~~

The parties recognize and acknowledge that HR/CMS (Human Resources/Compensation Management System) is the Commonwealth's current payroll and personnel system, and that the Union will continue to accept such changes to business practices, procedures, and functions as are necessary to achieve the maximum utility of HR/CMS.

The parties further understand that, during the life of this Agreement, the Commonwealth may initiate efforts toward a successor to HR/CMS. In such event, the parties shall establish a special labor-management committee comprised of an equal number of COPS and management representatives. The committee shall be the sole forum for the parties to negotiate any changes that involve mandatory subjects of collective bargaining that may arise from such a change of payroll and personnel systems. The committee will be convened in advance of any such changes to business practices that may significantly impact the membership. Paid Union Leave shall be paid to Union committee members pursuant to Article 5.

ARTICLE 33
DURATION

This Agreement shall be for the ~~one~~**-three (3)** year period from July 1, ~~2024~~ **2025**, to June 30, ~~2025~~ **2028**, the terms contained herein shall become effective the first **full** pay period of July ~~2024~~ **2025**, unless otherwise specified. It is expressly understood and agreed that subject to ratification by the UNIT 5 membership. The predecessor collective bargaining agreement shall

be modified in accordance with this memorandum of understanding. At the written request by either party, negotiations for a subsequent agreement will be commenced on or after January 1, ~~2025~~ **2028**.

WAGE REOPENER

In the event that during the term of this Agreement **and relevant bargaining cycle**, a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration & Finance, and said Agreement is funded by the Legislature, and in the event such Agreement contains provisions for across-the-board salary increases in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

~~EFFICIENCY WORKING GROUP~~

DELETE IN ITS ENTIRETY

~~**The parties acknowledge the shared value associated with enhanced service delivery and improved operational efficiency. Continued public confidence in government, and public support for governmental activities, requires an ongoing focus on continuous improvement, and corresponding results. The parties also acknowledge that more efficient service delivery can provide opportunities to reinvest savings to benefit of those employees that contribute to such favorable outcomes.**~~

~~**In this light, the parties agree, in the course of this contract, to establish a working group that will be charged with identifying no fewer than two pilot programs focused on developing more efficient methods of service delivery in at least three (3) selected service areas. The parties further agree that these pilot programs will complete their work six months prior to the end of this agreement, and will produce report(s) detailing each initiative; the iterative steps taken to accomplish its purpose(s); and the service impacts resulting from the initiative. Finally, the parties agree that a portion of any cost savings that result from these initiatives will be returned to employees in the affected bargaining unit, in accordance with a formula determined in advance by mutual agreement of the parties.**~~

~~**The Commonwealth and the Union each agree to designate three (3) persons to be named to this working group no later than 30 days from the date of execution of this Agreement.**~~

Labor Management Committees

The parties agree to form a Labor-Management Committee to discuss modifications for organizational and modernization purposes to the Commonwealth of Massachusetts and Coalition of Public Safety collective bargaining agreement for July 1, 2025 – June 30, 2028.

The parties agree to form a Labor-Management Committee to discuss modifications to the Memorandum of Understanding RE: Law Enforcement Details that pertains to Department of Conservation and Recreation (DCR) Directed Patrols.

Agreed to this 22nd day of January, 2026.

For the Commonwealth:

Patricia M. Lavin, HRD/OER

For the Coalition of Public Safety:

Bryan Westerman, President, COPS

SUPPLEMENTAL AGREEMENT B
covering
UNIT 5 EMPLOYEES
in the
MASSACHUSETTS PAROLE BOARD

1. Employees are required to maintain themselves ready and available during all off-duty hours in order to carry and respond to agency communication devices. The parties agree that compensation for this assignment has been included in their base salary rate.

2. The following employees and/or employees assigned to the following units are required to maintain themselves and/or Parole Board issued vehicles ready and available during all off-duty hours in order to (including, but not limited to) respond to and serve warrants on parole violators; respond to agency communication devices; check office answering machines; make curfew checks as assigned; and/or conduct agency business in such regard while off-duty:

Warrant Unit
Intensive Parole Supervision
Mass. CAP
Assistant Parole Supervisors
Parole Supervisors

Effective the first full pay period in July of 2016, all such employees shall receive a supplement of thirty-one dollars ($31.00) per week in addition to their base salary, so long as they remain in the specific titles and/or assigned to the specific units listed herein. The Parole Board may assign any other employee to such status. Effective the first full pay period in July of 2017, said payment shall be thirty-seven dollars ($37.00) per week. **Effective the first full pay period in January of 2026, said payment shall be fifty-four dollars and fifty cents ($54.50) per week.**

3. Telephone calls made by employees covered by this Supplemental Agreement in response to the above-mentioned communication devices shall not qualify for Call Back Pay as provided in Section 7.3 of Article 7 of this Collective Bargaining Agreement.

4. As part of their normal duties, employees may be assigned to administer Narcan, install electronic monitoring devices, replace said devices, maintain an inventory of said devices, clean said devices and respond to violations of said devices, in accordance with agency policy and procedure.

5. Effective July 8, 2007, eliminate "$20 stand-by pay" and reduce "$55 stand-by pay" to $25/week. Eliminate separate ELMO weekly supplement for Parole Officer's assigned to install electronic monitoring devices. Effective the first full pay period in July of 2016, said payment shall be thirty-one dollars ($31.00) and effective the first full pay period in July of 2017, said payment shall be thirty-seven ($37.00) per week. **Effective the first full pay period of January 2026, said payment shall be fifty-four dollars and fifty cents ($54.50) per week.** Employees may receive the supplement outlined in either paragraph 2 or 5, but not both.

Signed this 22nd day of January, 2026.

For the Commonwealth:

Patricia M. Lavin, HRD/OER

For the Coalition of Public Safety

Bryan Westerman, President, COPS