

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION  
FOR A  
SUCCESSOR AGREEMENT**

**JULY 2024 - JUNE 2027**

The parties agree to the following modifications to the Commonwealth and NEPBA Unit 4A Collective Bargaining Agreement for July 1, 2024, through June 30, 2027.

**PREAMBLE**

This Collective Bargaining Agreement entered into on March \_\_\_\_, 2025, 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 New England Police Benevolent Association, Inc., hereinafter referred to as the "Union" or "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 & LEAVE**

**Section 1      Union Representation**  
No change

**Section 2      Paid Union Leave for Grievance Processing**

Union stewards or Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied. The Union will furnish the Employer with a list of Union stewards and their jurisdictions. The Union shall delineate the jurisdiction of Union stewards so that no steward need travel between work locations or sub-divisions thereof while investigating grievances.

Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.

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

~~Leave of absence~~ Time off without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend NEPBA conventions and conventions of the State, AFL-CIO and parent organizations. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions. Such paid leave shall not exceed a **combined** total of twenty (20) days per year **for all elected and alternate delegates together**.

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

Time off without loss of wages, benefits, or other privileges may be granted to representatives and officers of the Union to attend joint labor/management meetings.

Time off without loss of wages, benefits, or other privileges shall be granted to the Union President for not more than sixteen (16) hours per week, **with no more than eight (8.0) hours on a regularly scheduled workday, solely for the purpose of conducting union business between the bandwidth business hours of 5:00 a.m. to 5:00 p.m., when requested by the bargaining agent President upon written notification to their supervisor. A default weekly schedule for said Paid Union Leave shall be agreed to between the President and their supervisor in writing on at least a quarterly basis. Any deviation from said default schedule in a given week upon written request of the President, shall be made preferably prior to the week in question, but no later than a day in advance of the workday in question and shall not be unreasonably denied by their Supervisor.**

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 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 seven (7) days advance notice. 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**

Upon request by the Union, one (1) employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one (1) or more additional periods of one (1) year or less at the request of the Union. Approved requests will be granted by the Department Head in the bargaining unit provided no adverse effect on the operations of the Department results.

Representatives and officers of the Union may be granted ~~leaves of absence~~ **unpaid union leave** without loss of benefits or other privileges (not including wages) to attend hearings before the Legislature and State agencies concerning matters of importance to the Union.

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

Witnesses called by the Union to testify at a Step III Conference or in an arbitration proceeding (Step IV) may be granted **unpaid union leave** without loss of benefits or other privileges (not including wages).

## ARTICLE 7 WORKWEEK AND WORK SCHEDULES

### Section I      **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 Captains office for a period of ten days. Upon completion of the bid process, Captains shall be given a ten (10) 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 within the Department of Correction
- B) Final Overall Civil Service Captain Exam Score
- C) Length of Service as a Lieutenant within the Department of Correction
- D) Final overall Civil Service Lieutenant Exam Score
- E) Length of Service as a Sergeant within the Department of Correction
- F) Final Overall Civil Service Sergeant Score
- G) Length of Service as a Correction Officer within the Department of Correction
- H) Final Overall Civil Service Correction Officer Score
- I) Training Academy Score
- J) Length of Service as a State Employee of the Executive Branch

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.

## **Section 2 Overtime**

J. Upon the request of an employee, an Appointing Authority shall grant compensatory time in lieu of payment for overtime at the rate of not less than one and a half hours for each hour of employment for which overtime compensation would be required under this Article. This shall be designated on the overtime form supplied by the Employer.

**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 twenty (120) exceed ninety (90) hours and may be utilized in one-half hour (0.5) increments. 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.**

An Appointing Authority shall permit the use of compensatory time at the employee's request, provided the use of compensatory time does not unduly disrupt the operation of the Department. Upon termination, an employee shall be paid for all unused compensatory time at the final regular rate of pay.

## **Section 6 Stand-by Duty**

A. **Effective the first full pay period of January 2025**, an employee who is required by the Department Head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed ~~ten dollars (\$10.00)~~ **twenty-seven dollars and fifty cents (\$27.50)** for such stand-by period.



D. **Effective the first full pay period of January 2025, an employee who is required by the Department Head as a condition of employment to be available by electronic pager to report to duty immediately upon being paged shall be reimbursed at a rate not to exceed ~~ten dollars (\$10.00)~~ twenty-seven dollars and fifty cents (\$27.50) for such stand-by period.**

#### **Section 7 Shift Differentials**

A. **Effective the first full pay period ~~in January, 2017~~ of January 2025, full-time employees whose regular workday is on a second or third shift as hereinafter defined will receive a shift differential of ~~one two~~ dollars and seventy-five cents (~~\$1.75~~ \$2.75) per hour.**

#### **Section 9 Weekend Differential**

A. **Effective the first full pay period ~~in January, 2017~~ of January 2025, employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of ~~one two~~ dollars twenty-five cents (~~\$1.25~~ 2.25) per hour for each hour worked **not to exceed eight (8.0) hours per day when rendering service on a weekend shift. provided, however, that no employee shall receive said weekend differential for more than one (1) shift per weekend.****

B. For the purposes of this Section, a weekend shift shall be defined as a shift that commences on or after 10:59 p.m. on Friday and concludes on or before 11:00 p.m. on Sunday.

C. The above hourly weekend differential shall be paid in addition to regular salary and all other applicable differentials, for eligible employees when their entire workday is on a weekend shift. Eligible employees who are required to work a weekend shift, or any portion thereof, on an overtime basis, replacing a worker who normally works such weekend shift, will receive an hourly differential pursuant to paragraph A of this Section.

D. For employees who are required to work a weekend shift as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one-half of the regular salary rate plus the weekend differential for the number of hours in excess of forty (40) per week worked on such weekend shift.

For the purpose of ARTICLE 8 – LEAVE, ARTICLE 9 – VACATIONS, and ARTICLE 10 – HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

#### ***New Section:***

#### **Section 10 Bilingual Differential**

A. **Effective the first full pay period of January 2025, employees authorized by their Appointing Authority or their designee to provide bilingual services “as a significant component of their job” (interpreted to be 50% or more of their job) shall receive a differential of eighty dollars (\$80.00) per biweekly period. This differential does not apply to an employee who is otherwise specifically compensated to provide such service but shall be applicable to employees who provide bilingual services in sign language.**

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- B. The Commonwealth and the Union shall, over the course of this Agreement, conduct a comprehensive review of this Differential. This review will consider and ensure that the Differential is consistent with Executive Order 615 Promoting Access to Government Services and Information by Identifying and Minimizing Language Access Barriers. Any changes agreed to shall apply only to future recipients of the Differential.

## ARTICLE 8 LEAVE

### Section 8.1 Sick Leave

C. Sick leave shall be granted, at the discretion of the Appointing Authority, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury.
2. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
  - a. caring for:
    - the spouse or domestic partner (as defined by M.G.L. c. 175M);
    - child, foster child, stepchild, child of spouse or domestic partner;
    - parent, 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; or

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

- K. 1. 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 reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such 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 is abusing sick

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leave and that he/she may be required to produce medical evidence for future use of sick leave.

2. 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 or her duties due to the specific illness or injury on the days in question; and the prognosis for 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 days 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 evidence within ~~seven (7)~~ **ten (10) calendar** days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

3. Any inappropriate use of sick leave shall be recorded as unauthorized leave without pay and (may) result in discipline.

### **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
- Foster child
- Stepchild living in the household of an employee
- Child of a domestic partner living in the household

~~spouse or child~~, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of death of a child, **foster child, child of a domestic partner living in the household or stepchild living in the household of an employee**, and within ninety (90) calendar days from the date of death of the employee's spouse or domestic partner.

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

- Stepchild not living in the household
- **Child of domestic partner not living in the household**
- Parent
- Stepparent
- Brother
- Sister
- Grandparent
- Grandchild
- Person for whom the employee is legal guardian
- Parent of spouse or domestic partner
- Person living in the household of the employee

~~foster child, step child, parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, parent or child of spouse or person living in household,~~ an employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

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:

- Brother ~~in-law~~ of spouse or domestic partner
- Sister ~~in-law~~ of spouse or domestic partner
- Aunt
- Uncle
- Grandparent of the employee's spouse or domestic partner
- Grandchild of the employee's spouse or domestic partner
- ~~Grandparent in-law~~
- ~~Grandchild in-law~~

## Section 5 Civic Duty Leave

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government **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 **supervisor/manager**. ~~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.~~

**Civic Duty court leave does not apply to employees who, as part of their regular work responsibilities or in their capacity as Commonwealth employees, are summoned as witnesses in court on behalf of the Commonwealth or any town, city, or county of the**

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Commonwealth or on behalf of the Federal Government as the employee is compensated as part of regular work time.

Similarly, Civic Duty 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 6 Military Leave.**

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

~~A. — 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 Chapter 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.~~

~~B. — An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days 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 under Section 59 of Chapter 33 of the General Laws as amended.~~

~~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 of 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 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval 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 years from the termination of said military or naval service by him/her.~~

~~E. — An employee who is a member of the armed forces of the Commonwealth or who is a member of a reserve component of the armed forces of the United States, and whose service requires attendance at regularly scheduled drills may upon his/her request and with reasonable advance notice to his/her Appointing Authority request his/her work schedule to be adjusted to accommodate such military obligation or may be granted use of available personal leave or vacation leave. All such schedule changes and/or leave time granted shall be in accordance with the operational needs of the Department.~~

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### Section 7.1 Family Leave

During family leave taken in conjunction with the birth, adoption or placement of the employee's child, an employee shall receive his/her salary for ten (10) days of said Family leave, at the option of the employee. **An employee who is ineligible for family leave because they are in their probationary period, may use the ten (10) days in advance of eligibility, but said time will count toward their twenty-six (26) week 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 of adoption, except that this leave may not be charged in increments of less than one (1) day. For cases of foster placement, if the placement is less than 10 days, the number of paid days shall equal the number of workdays that fall within the placement time period. In addition, if the employee has accrued sick leave, vacation leave or personal 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. The ten (10) days of paid family leave granted under this Section shall be prorated for regular part-time employees based on the regular weekly hours of the part-time employee. ~~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 ten (10) days paid under the provisions of this section.~~

### Section 7.2 Family and Medical Leave

#### 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.

~~Effective January 1, 2016, employees, who are on intermittent FMLA or for new requests, must~~ Employees 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 for in Section 8.7.2(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.**

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.

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 26 weeks of FMLA

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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.

At the expiration of the intermittent medical leave, modified work schedule, or job assignment that was agreed upon, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of his/her leave.

In the event that no alternative is agreed upon and if the employer believes that operations are being unduly disrupted, the employer will give written notice to the Union and employee of the intent to terminate the intermittent leave.

In such an event, no employee who then requests full time continuous leave and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying illness. Such leaves will be limited to the remainder of the 26 weeks of available FMLA leave and based upon their intermittent determination shall not be eligible for the Catastrophic leave extension.

The Appointing Authority shall maintain the ability to transfer an employee to an alternative position with no reduction of pay or benefits in order to avoid disruption of operations so as long as the transfer is reasonable and not meant to discourage the use of intermittent leave. Wherever practicable an employee who transfers pursuant to this paragraph shall be given 10 days' notice of such transfer.

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 for spouse, child, or parent, and one hundred (100) days for the employee and whether or not the leave unduly disrupts operations. Said review must be requested within 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.

The parties shall meet upon execution of the agreement to establish the review/arbitration process noted above. Such proceedings shall be informal in accordance with the rules to be agreed upon by the parties. The parties shall develop

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a form to be used as notice to the Union and employee of the intent to terminate intermittent leave.

#### **Section 14 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 accruals or apply for a paid benefit from the DFML. If an employee requests and is approved for a benefit from the DFML, he or she must exhaust his or her approved allotment of PFML benefit time prior to utilizing any additional accruals from the employer for that qualifying leave.

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 4**

When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive pay for one (1) day at his/her regular rate or ~~one (1) compensatory day off with pay within sixty days following the holiday~~ accrue compensatory hours at the straight rate for the actual hours worked. to be taken at a time approved by the Department Head.

#### **Section 5**

An employee required to work on a holiday shall ~~receive a compensatory day off with pay within sixty days~~ accrue compensatory hours at the straight rate for the actual hours worked. 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, or upon request of the employee, the employee shall be paid for the holiday hours worked at the straight rate of pay in addition to pay for the holiday worked. ~~following the holiday to be taken at a time approved by the Department Head or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.~~

#### Section 6

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

B. 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.

#### NEW Section 7

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

#### Renumber Section 7 8

#### Renumber Section 8 9

### ARTICLE 11 EMPLOYEE EXPENSES

#### Section 1

A. 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 ~~thirty (\$0.30)~~ sixty-two (\$0.62) cents per mile.

Mileage shall be determined by the odometer reading of the motor vehicle but may be subject to review for reasonableness by the Appointing Authority who shall use ~~the Mile Mileage Guidebook~~ or a Web-based service as a guide.

Effective July 10, 2005, employees shall be reimbursed for reasonable associated costs for parking and tolls for authorized travel.

***New Section***

**D. Effective the first full pay period of January 2025, employees may be reimbursed up to 50% of qualifying public transit purchases through the Commonwealth Employee TransitMatch benefit plan debit card for the purpose of the employee commuting to and from work. This reimbursement shall not exceed \$150/month and specifically does not include expenses for parking.**

**Section 2**

**A. Effective the first full pay period of January 2025, an employee who is assigned to duty that requires him/her to be absent from his/her home for 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:**

<u>Meals</u>	<u>Maximum Allowance</u>		<u>Applicable Period</u>
Breakfast	<del>\$3.75</del>	\$ 7.50	3:01 to 9:00 A.M.
Lunch	<del>\$6.50</del>	\$13.00	9:01 to 3:00 P.M.
Supper	<del>\$9.50</del>	\$19.00	3:01 to 9:00 P.M.

**E. Effective the first full pay period of January 2025, employees who are required to travel out of state for assignments of more than twenty-four (24) hours in duration shall, in lieu of the meals reimbursement provided in paragraphs A through D of this Section, receive a payment of ~~twenty-four dollars and fifty cents (\$24.50)~~ **forty-nine dollars (\$49.00)** for each whole day during which they are on such assignment. Said payment shall be pro-rated for each partial day during which said employees are on such assignment. For the purposes of this paragraph:**

1. A whole day shall be a twenty-four (24) hour period commencing at midnight; and
2. The duration of an out of state travel assignment shall begin upon the employee's departure from his/her home or work location directly to the destination of the travel assignment, and shall conclude with the employee's arrival at his/her home or work location directly from said travel assignment.

**Section 3**

**Effective the first full pay period of January 2025, 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 work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:**

Breakfast	3:01 a.m. to 9:00 a.m.	<del>\$2.75</del>	\$ 5.50
Lunch	9:01 a.m. to 3:00 p.m.	<del>\$3.75</del>	\$ 7.50

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Dinner	3:01 p.m. to 9:00 p.m.	<del>\$5.75</del>	\$11.50
Midnight Snack	9:01 p.m. to 3:00 a.m.	<del>\$2.75</del>	\$ 5.50

## ARTICLE 12 SALARY RATES

### Section 1

The following shall apply to full-time employees:

- A. Effective the first full pay period of January 2025, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.
- B. Effective the first full pay period of July 2025, 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 January 2026, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.
- D. Effective the first full pay period of 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.
- E. Effective the first full pay period of 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.

### Section 9

Whenever an employee is promoted into a position covered by this Agreement **within ninety (90) days of their anniversary date in the lower grade, the promotion calculation will be as if the anniversary step increase had already occurred.**

Whenever an employee is promoted into a position covered by this Agreement the employee's new salary rate shall be calculated as follows:

For employees who are below the maximum step within their current job:

- a. Determine the employee's current salary rate and step within his/her current job group; then
- b. Find the salary rate of the next higher step within the employee's current job group; and
- c. Multiply the employee's current salary rate by one and ~~three~~ **five** one-hundredths (~~1.03~~ **1.05**); then
- d. Compare the higher of the resultant amounts from b) or c) above to the salary rates for the higher job group into which the employee is being promoted.
- e. 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 d) above.

## ARTICLE 14 PROMOTIONS & TRANSFERS

### Section 1 Promotional Probationary Periods

An employee promoted to a position covered by this Agreement shall serve a probationary period of nine (9) months. **Probationary periods may be extended one (1) time for up to ninety (90) days with concurrent notice to the Union and the employee. Such notice shall be reduced to writing and include the reason for extending the probationary period.**

### Section 2 Transfer/Reassignment

- A. Involuntary transfers may be made in accordance with Departmental needs for the good of the Department. However, involuntary transfers will not be made for the purpose of harassing employees. **Transfers shall not be implemented for disciplinary reasons that are arbitrary or capricious.** No transfer or reassignment shall impose unreasonable hardship on the affected employee as determined by Civil Service Law.
- B. Except in cases of staffing shortage or emergency, when the employer desires to transfer/reassign employees due to operational needs, the employer may directly contact employees to solicit volunteers from among the group of potentially affected employees, and may select from among volunteers.
- C. The employer shall, whenever practicable, give an employee who is being transferred or reassigned twenty (20) working days written notice; or, in the case of voluntary transfers, ten (10) working days' notice unless mutually waived.
- D. **Employees who are transferred voluntarily shall retain their shift and days off for thirty (30) calendar days, during which time they shall bid on open shifts/days off.**
- E. **Employees who are transferred pending an investigation will retain their shift/days off.**

## ARTICLE 17 TECHNOLOGICAL CHANGE

### Section 1 Introduction

A. No Change

B. No Change

C. 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 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 NEPBA and management representatives. The committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining units 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.

Sections 2 – 7            No Changes

## ARTICLE 23 GRIEVANCE PROCEDURE

### Section 11

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing. The timeline to file at the next step of the grievance procedure, as described in Section 2 of this

*(PML)*  
*(a)*

**Article, shall commence on the date of the Union's receipt of the parties' written agreement to waive a grievance to the next step of the grievance process.**

### **Section 15**

A. A sub-committee of the Commonwealth's Joint Labor-Management Committee, consisting of two (2) people designated by NEPBA and two (2) people designated by the Commonwealth, may meet and develop mutually agreed upon policies and implementation procedures for an Alternative Dispute Resolution Program which may include an option for mediation or a binding tri-partite panel at the Step III grievance level.

B. Furthermore, the committee may meet bi-monthly to review the Commonwealth's grievance procedure, review training needs related to the grievance procedure and to review individual labor-management proposals jointly submitted by the Department and Union representatives regarding alternative dispute resolution pilot programs, training needs and possible improvements to the efficiency of the grievance procedure.

C. At, or following, the Step III stage of the grievance procedure an Alternative Dispute Resolution (ADR) pilot program may be developed with a goal for initial implementation within six (6) months from the signing of the Agreement. ADR programs may include, but shall not be limited to, mediation, an oral Step I grievance and review conferences.

D. **The fees charged by the Neutral shall be paid equally by the Commonwealth and the Union.**

## **ARTICLE 24 PERSONNEL RECORDS**

### **Section 3**

D. The parties agree that **Letters of Reprimand** that have been placed into the personnel record of an employee which are more than two and a half (2.5) years old from the date of the issuance of the reprimand, 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 25 RE-OPENER**

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 and Finance, and Agreement is funded by the Legislature, and in the event such Agreement



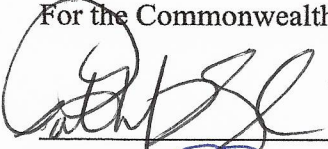

contains provisions for across-the-board salary increases in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

## ARTICLE 29 DURATION


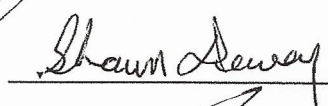
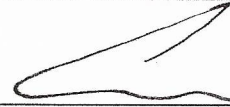
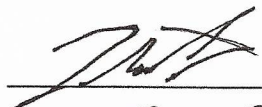
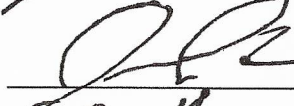
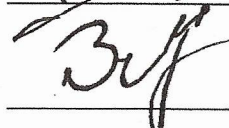
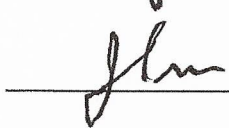
This Agreement shall be for the three (3) year period from **July 1, 2024, to June 30, 2027**, and terms contained herein shall become effective ~~the first pay period of on July 1, 2024~~, unless otherwise specified. It is expressly understood and agreed that subject to ratification by the UNIT 4A Membership, 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 before **January 1, 2027**, or as otherwise agreed to in writing by the parties.

Agreed to as of March 18, 2025.

For the Commonwealth:

 3/18/25  
Date  
 3/18/25  
Date

For the Union:

 3/18/25  
Date  
 3/18/25  
Date  
 3/18/25  
Date  
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Date  
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Date  
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Date

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION**

**Association Training Day**

Whereas, NEPBA has reached an Agreement with the Commonwealth regarding the terms and conditions of employment for employees represented by NEPBA; and

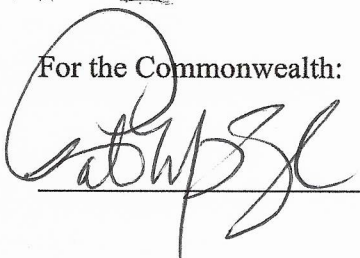
Whereas, the Parties have reached Agreement for the purposes of granting paid and/or unpaid leave for Union Business Leave; and

Whereas, the Parties wish to clarify the purposes of granting Union Business Leave for Union Stewards; the Parties agree as follows:



The Employer, upon being provided sufficient advance notice by the Union, shall grant Union Stewards paid release time for the purposes of receiving training. This paid release time for training shall not exceed ~~four (4)~~ **a single eight (8) hour training day in a calendar year. The Parties further agree that the Union will make this request of the Employer no more than once in any six (6) month period during the fiscal year.**

Signed this 18<sup>th</sup> day of March, 2025.

For the Commonwealth:

  
Date 3/18/25

For the Union:

  
Date 3/18/25  
  
3/18/25



**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
DEPARTMENT OF CORRECTION  
AND THE  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION (NEPBA)  
CAPTAIN TRANSFER**

The following agreement concerns Bargaining Unit 4A employees in the title of Captain and shall replace the "Voluntary Transfer Agreement" dated 9/20/2017.

For the purpose of this agreement, a transfer shall be defined as a change from one work facility to work another facility.

An employee seeking a transfer to a different work facility shall submit a transfer request to the D.O.C. Division of Human Resources. The employee requesting shall indicate which work facility transfer list to be placed on.

Written requests for transfer shall remain active and on file for a period of twelve (12) months from the date of submission by the employee. Transfer requests not approved within that period must be resubmitted by the employee in order to remain active for consideration. Any employee who has been suspended for disciplinary reasons as a result of an incident that occurred within the twelve (12) months prior to the intended date of transfer may be ineligible for said transfer at the discretion of the employer.

Selection shall be made on the basis of seniority from among those employees considered from the applicable transfer list. Seniority shall be defined as:

- A) Length of Service as a Captain within the Department of Correction
- B) Final Overall Civil Service Captain Exam Score
- C) Length of Service as a Lieutenant within the Department of Correction
- D) Final overall Civil Service Lieutenant Exam Score
- E) Length of Service as a Sergeant within the Department of Correction
- F) Final Overall Civil Service Sergeant Score
- G) Length of Service as a Correction Officer within the Department of Correction
- H) Final Overall Civil Service Correction Officer Score
- I) Training Academy Score
- J) Length of Service as a State Employee of the Executive Branch

The Department reserves the right to determine whether to fill a vacancy. Transfers shall take place prior to promotions with promotions filling the vacancies incurred after the transfers. It is understood that the effective date of a transfer may be contingent upon the anticipated date of a promotion/transfer to the facility releasing the captain.

This agreement shall not pertain to Captain positions within divisions of the Department of Correction. Such positions shall be awarded to individuals based on an interview process.

Department of Correction

NEPBA Local 200

Date

Date

MOU Commonwealth-NEPBA CBA  
July 2024 - June 2027

21

pmL

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION**

**UNION PRESIDENT - PAID UNION LEAVE**

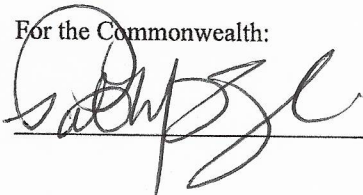
The parties agree and understand that economy of time and human resources would be best preserved through the grant of Paid Union Leave for approved union activities to the Union President. As such, the Commonwealth agrees to grant paid union leave from the Union President's regular work hours for not more than sixteen (16) hours per week, with no more than eight (8.0) hours on a regularly scheduled workday. Said leave is solely for the purpose of conducting approved Union activities as described below during the bandwidth business hours of 5:00 a.m. to 5:00 p.m. in lieu of their regular work hours. A default weekly schedule for said Paid Union Leave shall be agreed to between the President and their supervisor in writing on at least a quarterly basis. Any deviation from said default schedule in a given week, upon written request of the President, shall be made preferably prior to the week in question, but no later than a day in advance of the workday in question and shall not be unreasonably denied by their Supervisor.

The Union President shall forward to the Human Resources Division a description of the approved union activity performed while on Paid Union Leave performed each week during bandwidth business hours outlined above no later than the close of business on the following Wednesday. Paid Union Leave is conditioned upon timely receipt of said weekly activity reports and may be denied for failure to provide in a timely manner. For this Agreement, the following shall be deemed approved union activities:

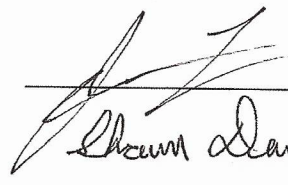
- Preparation time and attendance at Statewide, Departmental, facility, and local Labor-Management Committee meetings.
- Investigation and processing of grievances.
- Preparation time and attendance at grievance and arbitration hearings.
- Preparation time and participation in mid-term negotiations.
- Preparation time and participation in Department meetings or committees, where designated.
- Preparation time and representation of employees during Departmental investigations, hearings, and administrative inquiries within the Department of Correction.
- Preparation time and participation in non-grievance dispute resolution.
- Preparation time and attendance at hearings before the Massachusetts Civil Service Commission.
- Legislative activities on behalf of employees covered by this Agreement which are not prohibited by the Commonwealth's Conflict of Interest Law.
- Administrative operational functions for Union business.
- Meeting with counsel.
- Reasonable travel time for the above approved union activities.
- Meeting with union members.
- Training and education of union matters.

Signed this 18<sup>th</sup> day of March, 2025.

For the Commonwealth:

 3/18/25  
Date

For the Union:

 3/18/25  
Date  
*Shawn Conway* 3/18/25

