

Memorandum of Agreement

Between

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

AND

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

FOR A SUCCESSOR AGREEMENT

**EFFECTIVE JULY 1, 2024
EXPIRING JUNE 30, 2027**

The Employer and the Union agree to amend their Collective Bargaining Agreement effective July 1, 2024 and expiring June 30, 2027 as specified below. All other provisions not amended shall continue in full force and shall be incorporated into the new Collective Bargaining Agreements effective July 1, 2024 and expiring June 30, 2027.

Non-Economic Provisions:

1. Article III, Article IV, and Article VIII (Union Dues): Incorporate the provisions of Chapter 73 of the Acts of 2019, relative to G.L. c. 150E into Article III, Article IV, and Article VIII.
2. Section 6.08 - Amend to replace word "faith" with "sincerely held religious beliefs."
3. Section 10.01- Amend to reflect any changes that result from an agreement between the parties as a result of classification/compensation "Segal-Waters" bargaining.
4. Section 13.02 (B) - Paid Family and Medical Leave – Create a placeholder for new Section implementing the Paid Family and Medical Leave benefit under State law.
5. Section 13.05 – Remove references to domestic partners in Section 13.05(B) and add domestic partner to Section 13.05(A)
6. Section 13.07 – Earned Sick Leave - Amend to comply with provisions of G.L. c. 149, s. 148C
7. Residency Requirement: The parties commit to bargaining and drafting language that would apply to NAGE members should Chapter 476 of the Acts of 1976 be amended to allow out-of-state residence for Trial Court employees.
8. Night Court: The parties commit to creating a labor management committee to discuss a pilot program for a night court to provide service to court users during extended hours.

Economic Provisions:

1. Amend Section 10.01(C) as follows:

The parties agree to amend the salary schedule for employees as attached and marked Appendix A (Probation Officers, Probation Officer II's, and Associate Probation Officers), Appendix B (Court Officers), Appendix C (Associate Court Officers), and Appendix D (Probation Officer II) to reflect the following increases:

- A. Effective the first full pay period in January 2025, active employees shall receive a three percent (3%) increase in salary rate.
- B. Effective the first full pay period in July 2025, active employees shall receive a two percent (2%) increase in salary rate.

- C. Effective the first full pay period in January 2026, active employees shall receive a two percent (2%) increase in salary rate.
- D. Effective the first full pay period in July 2026, active employees shall receive a two percent (2%) increase in salary rate.
- E. Effective the first full pay period in January 2027, active employees shall receive a two percent (2%) increase in salary rate.
- 2. Amend Section 14.03(A) to add a \$1.00 to the Employer contribution effective January 2025.
- 3. The Trial Court agrees to a clothing contribution to be equitably distributed to all NAGE bargaining unit members. The cost of this contribution may not exceed \$200 per NAGE full time employee less the annual cost of increasing the employer contribution the Trust and Agreement Plan by \$1.00. The parties agree to meet within 2 weeks of the execution of this agreement to finalize the details of the clothing contribution.

Mid-Term Bargaining:

As negotiations for this collective bargaining agreement were expedited, as agreed by the parties, many proposals presented throughout the bargaining process were removed from bargaining without prejudice. The parties acknowledge that they specifically agreed to meet in a security subcommittee and a probation subcommittee to discuss the below issues. The parties agree that such bargaining shall be in good faith to resolution or impasse in accordance with the provisions of G.L. c. 150E.

Security Subcommittee:

- 1. Section 10.04 - Discuss allied service credit for COs at the time of hire similar to the allied service credit for POs.
- 2. Section 13.03 (A) – amend language requiring employees to return to work following completion of jury leave.
- 3. Section 13.05 (B) - 1 day of bereavement leave for extended family (aunts, uncles, step-family)
- 4. Section 13.07(O) –Discuss employer’s proposal to amend the Paid Leave Bank to cap an employee’s withdrawal at 30 days of paid leave bank following a 20 or more weeks of leave under PFML within past 52 weeks and union’s proposal to match the executive branch’s FMLA benefits.
- 5. Create a placeholder to consider adding a minimum of four hours of comp time for employee’s called back to work.
- 6. Create a placeholder to incorporate MOUs following bargaining of promotional exam process.
- 7. Discuss marijuana testing

8. Discuss bidding for Assistant Chief Court Officers
9. Discuss light duty

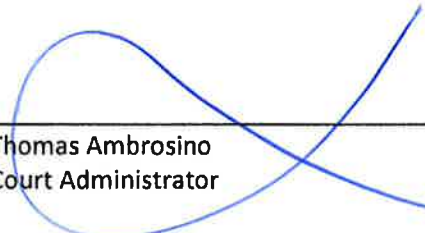
Probation Subcommittee:

1. Section 9.01- Amend to authorize that current Probation Officers hired into a Probation Officer position in another court shall serve a THREE (3) consecutive calendar month probationary period. Probation Officers hired into such positions whose performance is deemed unsatisfactory during the probationary period at the sole discretion of the appointing authority shall be returned to their former position or to a position in a court within a reasonable geographic area depending on staffing needs.
2. Section 13.03 (A) – amend language requiring employees to return to work following completion of jury leave.
3. Section 13.05 (B) - 1 day of bereavement leave for extended family (aunts, uncles, step-family)
4. Section 13.07(O) –Discuss employer’s proposal to amend the Paid Leave Bank to cap an employee’s withdrawal at 30 days of paid leave bank following a 20 or more weeks of leave under PFML within past 52 weeks and union’s proposal to match the executive branch’s FMLA benefits.
5. Section 16.02-Clarify that APOs, POs, SCCPOs, ACPOs, FACPOs who are work at multi-site Division (i.e. Plymouth County Juvenile Court with locations in Brockton, Hingham and Wareham) are subject to assignment (not transfer) to any site of that particular court based on operational needs as determined by the CPO
6. Section 16.02 (B) – Improved transfer/reassignment - Amend January transfer program as follows:
 - a. Any eligible PO that applies for a transfer shall be interviewed by that Court’s CPO.
 - b. POs with prior discipline within the last 12 months and/or pending discipline shall not be eligible to apply for transfer.
 - c. POs selected for transfer shall serve a three (3) consecutive month probationary period. If employee performance is not satisfactory, they will be returned to former assignment or an assignment in same geographic area.
 - d. POs selected for transfer to a court with multiple sites shall be subject to assignment at any/all of the sites of that particular court.
 - e. POs selected for transfer may not decline the transfer.
7. Amend the MOA dated 1/3/19 to eliminate the ½ hour of compensatory time for PO IIs who collect DNA samples, authorize POs to collect DNA samples as a required job duty, and add the installation of SCRAM and related administrative work to POs.

8. Discuss Annual Certification in Use of ORAS/OYAS - Placeholder to develop language for an annual certification in the use of ORAS/OYAS for all FACPOs, ACPOs, SCCPOs, and POs. probation
9. Create a placeholder to incorporate MOUs following bargaining of promotional exam process.
10. Create a placeholder to consider adding a minimum of four hours of comp time for employee's called back to work.
11. Discuss longevity credit for APOs promoted to POs.

In witness thereof our hands and seals this 19th day of April 2024,

For the Employer:

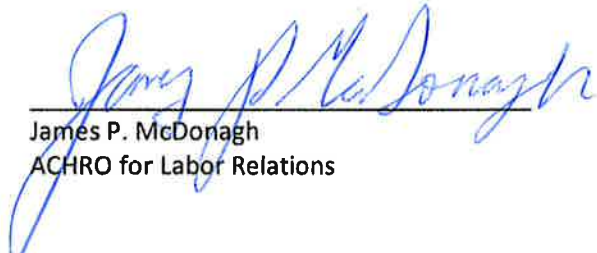


Thomas Ambrosino
Court Administrator
*EOA
4/19/24*

For the Union:



Mark D'Angelo
NAGE, Chief Negotiator



James P. McDonagh
ACHRO for Labor Relations