

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND  
THE MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION  
FOR A  
SUCCESSOR AGREEMENT**

**July 1, 2018 through June 30, 2021**

The parties agree to the following changes to the Commonwealth of Massachusetts and the Massachusetts Correction Officers Federated Union's Collective Bargaining Agreement to cover the period July 1, 2018 through June 30, 2021.

**ARTICLE 9, VACATION**

**Section 4.**

Vacation leave earned during any month shall be credited on the last day of the month. The use of vacation leave shall continue to be governed by existing practice and by the provisions of Section 8 of this Article except that employees will have forty (40) hours of vacation time that will not be subject to "pre-picking" (all hours in excess of forty ((40)), however, will be subject to pre-picking). An employee with five (5) weeks of vacation accrual will have eighty (80) hours of vacation time that will not be subject to pre-picking. A temporary employee whose services are terminated on the last day of the fiscal year shall be credited with earned vacation and shall be paid therefore at the time of termination. **Notwithstanding anything in this Article to the contrary, employees shall select vacation time by seniority within the shift.**

**Section 20.** (new)

**If an employee rescinds their pre-approved vacation week at least twenty-one (21) days from the start of said week, the Department will repost the rescinded week within five (5) days from the receipt of the rescission.**

**ARTICLE 12**  
Salary Rates

**Section 1.**

The following shall apply to full-time employees:

**A. Effective the first full pay period in July of 2018, salary rates shall be increased by one percent (1%). Also effective the first full pay period in July of 2018, salary rates shall be increased by an additional one percent (1%) due to the realization of the FY '18 tax revenue trigger threshold.**

B. **Effective the first full pay period in July of 2019, salary rates shall be increased by two percent (2%).**

C. **Effective the first full pay period in July of 2020, salary rates shall be increased by two percent (2%).**

#### ARTICLE 23A, GRIEVANCE PROCEDURE

##### Section 3. (housekeeping change.)

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within ten (10) days of HRD's receipt of the Request for Arbitration, the Union may file said Request for Arbitration with the **Labor Relations Connection American Arbitration Association** under its Voluntary Labor Arbitration Rules.

#### ARTICLE 24

##### Personnel Records and Performance Evaluation

##### Section 1.C3.

Notwithstanding the provisions of paragraph C-2 above, an employee may file a grievance challenging any written memorandum which reprimands the employee for prior conduct or omissions and which warns the employee that further transgressions may result in suspension, demotion or discharge. Said memoranda will be found to violate this Agreement only if they are arbitrary, discriminatory or if they contain factual allegations, which are clearly erroneous. Warnings and reprimands shall be grievable to Step III of the grievance procedure. **The parties agree that reprimands 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 the issuance of the reprimand, provided there has been no subsequent discipline imposed, shall be removed from the personnel record.**

##### Emergency Personnel

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

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION**

**Uniforms and Appearance**

This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts (“Commonwealth”) and the Massachusetts Correction Officers Federated Union (“MCOFU”). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding uniforms and appearance. The parties understand and agree to the following:

1. Officers shall maintain a neat, well-groomed appearance. **“Neat” and “well-groomed” shall mean personal appearance that is consistent with generally accepted standards of the uniformed Law Enforcement Community.**
2. Officers shall not wear jewelry, pins, necklaces, or bracelets of any kind with the uniform. Exceptions, if conservative, include the following: ring(s); a wristwatch; a union pin; a Medic Alert bracelet; and necklace(s) or religious medallions worn discreetly beneath the shirt. No facial jewelry of any type shall be worn.
3. Cosmetics, if worn, shall be conservative, subdued and blended to match the natural skin color. No false eyelashes or unnaturally colored contact lenses shall be worn.
4. Hair shall be clean, neat, and well groomed. Hair shall not interfere with the wearing of any standard headgear, or be dyed or tinted an exaggerated or unnatural color. Wigs or hairpieces may be worn if they conform to the above standards.
5. **If a beard or mustache is worn, it shall be well groomed and neatly trimmed at all times in order not to present a ragged appearance. Full and partial beards are authorized, but patchy, spotty clumps of facial hair are not considered beards and as such are not permitted. The bulk of the beard (distance that the mass of facial hair protrudes from the skin of the face) shall not exceed one-half of an inch. The length of individual facial hair shall be limited to three-quarters of an inch.**

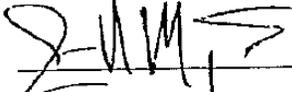
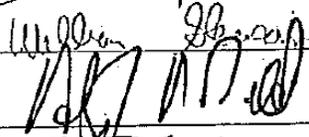
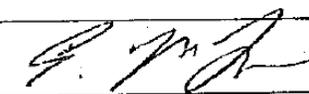
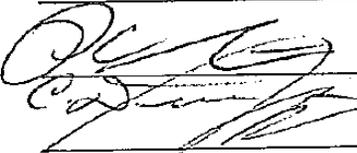
The provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 34.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019

**WAGE REOPENER**

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

For the Union:

  
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William DeLeon  
  
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Date: 2.14.19

For the Commonwealth:

  
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Date: 2/14/19