**MEMORANDUM OF AGREEMENT**

The following is a Memorandum of Agreement (“MOA”) for a successor three (3) year collective bargaining agreement between the Essex County Sheriff’s Department and the Essex County Correctional Officers Association. This MOA modifies the terms and conditions of the current collective bargaining agreement in effect between the parties, expiring June 30, 2025. The duration of this agreement shall be July 1, 2025 through June 30, 2028.

The terms of this agreement are subject to approval by the Governor or their designee, and/or the Executive Office for Administration and Finance, and subject to specific funding for the contract each year by the General Court in accordance with Articles 18 and 20 of the existing collective bargaining agreement. Language and benefits not addressed herein remain as they are under the existing contract.

At the time of the signing of this MOA, all sick leave related grievances and arbitrations shall be withdrawn and all bargaining unit members’ sick leave discipline will reset to zero.

**Article 18 - Wages/Salaries**

Current Section 1 shall be amended in accordance with the following:

1. All employees of the bargaining unit described in Article I of this Agreement shall be paid according to the pay scheduled attached hereto and marked Appendix A, subject to the provisions of this Article and Article 20 below. The pay increases reflected herein and in Appendix A do not apply to any position or person who leaves the bargaining unit before the effective date of any increases provided in this Agreement. These increases are subject to and shall not become effective until the appropriations necessary to fund these increases are secured in each year of the Agreement.

The following increases shall apply to full-time employees:

The parties agree that effective the first full pay period in January 2026, all salary rates shall be increased by three percent (3%).

The parties agree that effective the first full pay period in July 2026, all salary rates shall be increased by two percent (2%).

The parties agree that effective the first full pay period in January 2027, all salary rates shall be increased by two percent (2%).

The parties agree that effective the first full pay period in July 2027, all salary rates shall be increased by two percent (2%).

The parties agree that effective the first full pay period in January 2028, all salary rates shall be increased by two percent (2%).

**NEW ARTICLE: Article 8, Section 8: Hazardous Duty Differential**

Effective in the first pay period of January of 2026 and each January thereafter, all employees shall receive a Hazardous Duty Differential in the amount of two hundred dollars ($200.00).

**Article 27 – Discipline of Employees**

Current Section 3: First paragraph to be deleted and replaced with the following:

No employee discharged from employment shall have recourse to the grievance and arbitration provisions of this Agreement; instead, the employee’s sole right of recourse shall be to petition the District Court for a review of said discharge, as provided by M.G.L. c. 35, sec. 51. The Employer's and the Association's understanding and intention is that the District Court’s review is de novo and subject to a just cause standard. The Employer and the Association also agree that any petition to the District Court challenging an employee discharge shall be filed within thirty (30) days from the date the written discharge notice from the Appointing Authority has been received by the discharged employee. If the District Court determines that it no longer has jurisdiction to hear the petition, the Employer and the Association will reopen the contract to negotiate an alternate forum to adjudicate the discharge.

**Article 10 – Sick and Other Leave**

Current Section 1(D) shall be amended in accordance with the following:

D. The following language replaces the first paragraph of Section 1 (D): “As used herein, sick leave abuse shall mean any instance where a bargaining unit member fails to report for a regular work shift and uses sick leave in any of the following circumstances.”

5. The following language replaces (D) (5): “Extensive sick leave usage without a medical illness, resulting in all, or nearly all sick days being used”; and

6. The following language replaces (D) (6): “Any other instance of sick leave abuse that is generally recognized within the field of labor relations, which the Employer may identify.”

The Employer shall monitor sick leave abuse by employees in the bargaining unit on a continuing basis. In the event of sick leave abuse, an employee shall be subject to the following discipline on a progressive basis:

Steps 1-4 are hereby amended as follows:

Step 1: Verbal counseling documented in writing

Step 2. A written warning

Step 3: A final written warning;

Step 4: Suspension with loss of pay for up to three (3) days; and

Step 5: Termination for just cause.

Neither Step 1 nor Step 2 will be subject to the grievance procedure

E. A disciplinary sanction imposed at any Step (except Step 5) will be cleared from an employee’s record twelve (12) months after the discipline is imposed. However, the clearing of a disciplinary sanction at an earlier Step does not clear an employee’s record from any subsequent disciplinary sanction imposed at a later Step. The following will illustrate and clarify how said clearing shall be effectuated. If, for example, a bargaining unit member received a Step 1 sanction in January of any calendar year, a Step 2 sanction in April, and a Step 3 sanction in August of the same year, after the passage of the applicable twelve (12) month clearing period, the Step 1 sanction would be cleared from the employee’s record, and the Step 2 and Step 3 sanctions would “drop down” and change to Step 1 and Step 2 sanctions, respectively. The two remaining disciplinary sanctions would likewise be cleared from the employee’s record twelve (12) months after said sanctions were imposed.

**New Section F:** Unsubstantiated sick time can only be used once in the progressive disciplinary process.

**New Section 10: Sick Time/Overtime/Paid Detail Eligibility**

Any bargaining unit member who is at Step 2 or higher in the progressive disciplinary process who calls in sick must work one regular shift before they will be allowed to work any voluntary overtime or a paid detail.

**Article 11 – Accrued Time**

**New Section 2(C)- Carryover of Vacation Accruals**

Unused vacation leave earned during the previous two (2) vacation years can be carried over on January 1 for use during the following vacation year. Annual earned vacation leave credit not used by December 31 of the second year it was earned will be forfeited.

Any accrued vacation time earned prior to July 1, 2025, will be “grandfathered” and those hours will remain on the books.

At the time of the signing of this MOA, bargaining unit members with 19.5 years or more of continuous full-time credible service shall be eligible to bid for a second week of vacation during the spring, fall, or winter (as described in Section 3 of Article 11). Individual vacation days requested within forty-eight (48) hours’ notice, excluding every major holiday as described in Article 11, Section 5, as well as New Years Eve, and Superbowl Sunday, will be approved if staffing levels are projected to be at -10 or less per shift at all three facilities. It is agreed that theEmployer shall make the determination of the number of positions for each rank (C.O., Sergeant) needed for each shift. Time off requests will be approved based upon a first come first serve basis, and preference will be given to individual personal days over vacation days, irrespective of seniority.

Example: if 10 ECCOA members request a single vacation day for August 1, and the Department, across all three facilities, is projected to be at -8, only 2 of the 10 ECCOA member single vacation requests will be approved.

**Section 6 – Personal Leave**

Current Section 6(C) shall be deleted in its entirety and replaced with the following:

Except in an emergency, requests for personal leave must be submitted to the Centralized Scheduling Office (or such other person as the Employer may designate) no later than forty-eight (48) hours prior to the day requested, excluding every major holiday as described in Article 11, Section 5, as well as New Years Eve and Superbowl Sunday. Such requests will be approved if staffing levels are projected to be at -10 or less per shift at all three facilities. It is agreed that the Employer shall make the determination of the number of positions for each rank (C.O., Sergeant) needed for each shift. Time off requests will be approved based upon a first come first serve basis, and preference will be given to individual personal days over vacation days, irrespective of seniority.

Example: if 10 ECCOA members request a single personal day for August 1, and the Department, across all three facilities, is projected to be at -8, only 2 of the 10 ECCOA member single personal requests will be approved.

**Article 36 – Shift Trades**

Current Section (C) shall be amended by deleting the current language and adding the following:

Employees with less than five years of continuous full-time credible service are limited to three (3) shift swaps per month. Employees with five or more years of continuous full-time credible service may arrange for three (3) shift swaps after being denied the day off and one (1) additional swap as spelled out in Section B.1.

**Housekeeping – Weapons Qualifications**

Amend weapons qualifications to reflect MPTC/MSA requirement for annual qualification.

On Behalf of ECCOA: On Behalf of the Essex County Sheriff’s Department:

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Mark Duquette, President, ECCOA Sheriff Kevin F. Coppinger

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_