MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, SEIU, LOCAL 5000 AND MASSACHUSETTS TRIAL COURT

This Memorandum of Understanding ("MOU" or "Agreement") is entered by and between the National Association of Government Employees, SEIU, Local 5000 ("NAGE" or "Union") and the Massachusetts Trial Court ("Trial Court") as follows;

WHEREAS, the Union and the Trial Court agree to the following modifications to the National Association of Government Employees/Service Employees International Union, Local 5000 (Union) Covering Probation Officers and Court Officers and Associate Court Officers Collective Bargaining Agreement for July 1, 2023, through June 30, 2024.

NOW THEREFORE, the Union and the Trial Court agree as follows:

1. Article X - Compensation:

Section 10.01C - 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:

Effective the first full pay period in July 2023, employees receive a 4.0% increase. Effective the first full pay period in January 2024, employees receive a 4.0% increase.

Classification/Adjustment Pool:

A Classification/Adjustment Pool equal to \$500.00 per full time equivalent (FTE) (approximately \$994,000) shall be distributed on an annualized basis -effective the first full pay period of July 2023 as follows:

- An amount sufficient to adjust the salary charts to provide that no eligible employee who receives an across-the-board increase in the first full pay period of July 2023 in Paragraph 1 above shall receive an increase less than the annualized equivalent of \$2,000.00 per year.
- An amount sufficient to adjust the salary charts to provide that no eligible employee who receives an across-the-board increase in the first full pay

- period of January 2024 in Paragraph 1 above shall receive an increase less than the annualized equivalent of \$2,000.00 per year.
- An amount sufficient to increase the top step of each classification by .75% simultaneously with the July 2023, 4% increase.
- Increase the weekly contribution to the Dental and Optical Health Plan Trust by \$3.00 per FTE to enhance benefits effective the first full pay period in July 2023.

2. Article XIV - Group Insurance:

Section 14.03(A) - Employer Contribution - Effective July 1, 2023, the Employer shall contribute \$22.50 per week per each full-time employee equivalent in the unit for said employees on the payroll of the Employer on the first calendar day of each month.

3. Article XXIX - Duration:

Section 29.01 - This Agreement shall be for the one-year period from July 1, 2023, to June 30, 2024, and terms and conditions herein shall become effective on July 1, 2023, unless otherwise specified in this Agreement. Should a successor Agreement not be executed by June 30, 2024, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. The parties agree to begin negotiations for a successor agreement upon written demand by either party at any time on or after April 2, 2024.

4. Article XXX - Reopener:

Section 30.01 - In the event that during the term of this Agreement a collective bargaining agreement is submitted to the Governor or to the Secretary of A&F and is funded by the Legislature and in the event such agreement contains provisions for salary increases and other economic terms which are greater than the percentage salary increases contained in ARTICLE X of this Agreement, the parties agree to reopen that provision of this Agreement for further bargaining.

This Agreement shall constitute full agreement by the Parties and shall only be modified by subsequent agreement in writing.

FOR NAGE, LOCAL 5000:

DATE: 6/6/23

DATE:

THE TRIAL COURT:

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