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MEMORANDUM OF UNDERSTANDING
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS AND SCIENTISTS
FOR A
SUCCESSOR AGREEMENT

July 1, 2020 through June 30, 2023

Article 3 Union Security

Section 3.2

An employee may consent in writing to the authorization of the deduction of union dues from their wages and to the designation of the union as the recipient thereof and may withdraw such consent in accordance with the terms of the membership and dues deduction agreement between the employee and MOSES and with the laws of the Commonwealth. Such consent shall be in a form acceptable to the Office of Employee Relations and shall bear the signature of the employee. Said form may be completed online as an electronic form, or completed, printed, and shall be sent to the appropriate agency human resources officer. An employee may withdraw his/her dues check-off authorization by providing notice in writing to the Office of Employee Relations and MOSES.

~~An employee may consent in writing to the authorization of the deduction of dues from his/her wages and to the designation of MOSES as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her MOSES dues check off authorization by giving at least sixty days' notice in writing to his/her department head, and by filing a copy thereof with the Treasurer of MOSES.~~

~~The parties agree to meet and discuss establishing an electronic authorization for designation of MOSES membership and dues deductions.~~

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 purposes of:
 - a. caring for the spouse, foster child, step-parent, step-child, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, child,

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or parent of either the employee or his/her spouse or a relative living in the immediate household who is seriously ill; or,

- b. family leave due to the birth, adoption, or placement of a child, to be concluded within twelve (12) months of the date of the birth, adoption, or placement. Employees utilizing sick leave under this section shall not be required to submit a medical certification, unless the appointing authority has reason to believe that the birth, adoption, or placement claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in section 8.7.A.7. Of the sixty (60) days per calendar year provided herein, an employee may use a maximum of ten (10) days per calendar year to attend to necessary preparations and legal requirements related to the employee's adoption of a child.

Section 8.13 Paid Family Medical Leave (PFML) (New Section)

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.

Article 10 Holidays

Section 10.1

The following days shall be holidays for employees:

- New Year's Day
- Martin Luther King Day
- President's Day
- Patriot's Day
- Memorial Day
- Juneteenth National Independence Day**
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Article 12 Salary Rates

Section 12.1

The following shall apply to full-time employees:

- A. Effective the first full pay period in July 2020, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two and one-half percent (2.5%) increase in salary rate.**

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B. Effective the first full pay period in July 2021, 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 in July 2022, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.

D. All employees who are currently active upon the date of signing of this MOU, will receive a one-time COVID Recognition Payment of one and one-half percent (1.5%) of their base salary. (A minimum amount of \$1,000 shall be set for the one-time payment.)

(The following provision will not appear in the final contract).

MOSES shall withdraw, with prejudice, SUP 20-8103. In the event that the Department of Family and Medical Leave establishes a PFML contribution rate for which the maximum allowable employee share exceeds 0.5 percent, upon request by the Union, the parties shall bargain over the impact of that contribution rate.

Section 12.4

A. An employee shall continue to advance under the terms of this Agreement to the next higher salary step in his/her job group, unless he/she is denied such step-rate increase by, his/her appointing authority, after each fifty-two weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her assignment to that job group until the maximum salary rate is reached. In the event an employee is denied a step-rate increase, he/she shall be given a written statement of the reasons therefore not later than five days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step-rate increases, except in circumstances when an employee qualifies for Family and Medical Leave (FMLA), Paid Family and Medical Leave (PFML) or any other unpaid leave taken pursuant to Article 8.

Article 15 Contracting Out

Section 15.4 (New Section)

The Employer shall notify employees in writing at their time of hire that they may request credit for prior service as a personal service contractor (03). Credit granted will be for vacation and longevity status determination only. Employees shall have one (1) year from the date of notification to file a request for such credit. If the employee fails to file a request within the allotted one (1) year, they shall only be eligible to receive creditable service on a prospective basis.

Article 24 Personnel Records

Section 24.3

A. MOSES or any employee may challenge the accuracy or propriety of such material and personnel evaluation by filing a written statement of the challenge in the personnel file.

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- B. An employee may file a grievance based on a personnel evaluation or on any material either of which results in a negative action. Upon a determination at any step of the grievance procedure that such personnel evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statement or statements thereto.
- C. The parties agree that written warnings that have been placed into the personnel record of an employee which are more than two and one-half (2 1/2) 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.

~~Warnings or reprimands which are more than three years old shall be removed from the personnel record provided there has been no subsequent discipline imposed.~~


Article 30 Duration

This Agreement shall be for the three-year period from July 1, 2017 2020 through June 30, 2020 2023 and the terms contained herein shall be effective upon execution unless otherwise specified. Should a successor agreement not be executed by June 30, 2020 2023, this Agreement shall remain in full force and effect until a successor agreement is executed. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 1, 2020-2023.


Article 32 Wage Re-Opener

In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor or the Secretary of Administration and 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 Commonwealth:

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For MOSES:

 9/24/21

Patrick Russell, President MOSES