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**Memorandum of Agreement
between
Massachusetts Water Resources Authority
and
Massachusetts Organization of State Engineers & Scientists
for a Successor Agreement**

The Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers & Scientists ("MOSES") have a new collective bargaining agreement (the "New Agreement") for Unit 9 ("bargaining unit") to succeed the collective bargaining agreement that expired on June 30, 2020 (the "Former Agreement"). The MWRA and MOSES agree that the New Agreement shall consist of the provisions of the Former Agreement except as modified herein.

1. The term of the New Agreement shall be July 1, 2020 through June 30, 2023. Article 28 shall be deleted in its entirety and replaced with the following:

"This Agreement shall be for the three (3) year period from July 1, 2020 through June 30, 2023, and the terms contained herein shall become effective upon ratification by MOSES and approval by the MWRA Board of Directors, unless otherwise specified. Should a successor agreement not be executed by June 30, 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 successor agreement will be commenced on or after January 1, 2023."

2. Article 3 shall be deleted in its entirety and replaced with the following:

"Employees may voluntarily elect to pay a service fee to MOSES in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic union dues."

3. Article 7, Section 7, Paragraph A shall be amended by deleting the reference to Section 42 and inserting the phrase "to the extent provided under Section 59 of c. 33 of the General Laws" at the end of the sentence.

4. Article 7, Section 7, Paragraph B shall be amended by replacing "seventeen days" with "forty (40) days in the service of the armed forces of the Commonwealth or".

5. Article 7, Section 10 shall be amended by inserting the following before Paragraph A:

"Parental leave granted under the Federal FMLA, the Massachusetts PFML Law, the Massachusetts Parental Leave Act, or any other federal, state, or local law providing for such leave, including adoptive leave and/or foster care placement, shall be designated as FMLA Leave where allowable by law."

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6. Article 7, Section 10, Paragraph A shall be amended by deleting Paragraph A in its entirety and replacing it with the following:

"A. An employee who is eligible for leave for the birth, adoption, or foster care placement of a child under federal, state, or local law may be granted up to twelve (12) weeks of parental leave. Requests for such leave must be made to and approved by the Authority at least two (2) weeks in advance of the anticipated date of departure. Approval of a request for leave occurs only when the leave-of-absence request form is signed by an employee's supervisor and division director and the Director, Human Resources Department, or his/her designee. If an employee has accrued sick leave, personal leave, compensatory leave or vacation credits at the commencement of his/her parental leave, the employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, compensatory leave, or vacation provisions of this Article or Article 8 and consistent with relevant leave law. Mutual Aid provisions of this Agreement may also be available in the event of pregnancy-related disability in accordance with criteria established by the Joint Labor/Management Committee. The Authority may, in its discretion, assign an employee to back fill for an employee who is on parental leave. Such assignment is not subject to the grievance procedure, except for grievances alleging violations of Article 15."

7. Article 7 shall be further amended by inserting a new Section 14 as follows:

Section 14. Paid Family and Medical Leave (PFML)

When applicable, leave granted under the Paid Family and Medical Leave Act, M.G.L. c. 175M, shall be designated concurrently as FMLA leave or any other job-protected leave for which the employee may be eligible.

8. Throughout the New Agreement, the terms "maternity leave," "adoptive leave," and "maternity/adoptive leave" shall be replaced with "parental leave." Furthermore, all stand-alone references to "she" or "her" shall be replaced with "he/she" or "his/her."
9. Article 8, Section 3 and Article 8, Section 6 shall be amended by adding the following reasons to the lists set forth therein:
- short term disability bank
 - Paid Family and Medical Leave (PFML)
 - Small Necessity Leave Act
10. Article 9, Section 1 shall be amended by adding Juneteenth Independence Day to the list of holidays set forth therein.
11. Article 11, Section 1 shall be amended by deleting Section 1 in its entirety and replacing it with the following:


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- "A. Effective July 1, 2020, there shall be a 2.0% across-the-board salary increase plus a 0.5% increase for Paid Family and Medical Leave contributions paid by bargaining unit employees.
 - B. Effective July 1, 2021, there shall be a 2.0% across-the-board salary increase.
 - C. Effective July 1, 2022, there shall be a 2.0% across-the-board salary increase."
- 12. Article 11, Section 4, Paragraph A shall be amended by deleting the last sentence in its entirety and replacing it with "Time off the payroll is not creditable service for the purpose of step rate increases, except in circumstances where an employee qualifies for Family and Medical Leave (FMLA), Paid Family and Medical Leave (PFML), or any other unpaid leave taken pursuant to Article 7."
- 13. Bargaining unit employees on the payroll as of the date of the execution of the New Agreement shall receive a one-time payment equivalent to 1.5% of their base salary (minimum of \$1,000.00).
- 14. The parties agree that 0.5% of the 2.5% across-the-board increase in the first year of the New Agreement (July 1, 2020 – June 30, 2021) is for Paid Family and Medical Leave ("PFML") contributions paid by bargaining unit employees. MOSES acknowledges that the 0.5% PFML increase fully satisfies and fulfills any and all bargaining obligations that the MWRA has or may have pertaining to the PFML contributions paid by its members at the maximum allowable contribution rate since October 2019. Notwithstanding this, 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% and upon written request by MOSES, the MWRA agrees to bargain over the impact of such contribution rate. MOSES shall immediately withdraw SUP-20-8101 with prejudice.
- 15. In the event that during the term of the parties' July 1, 2020 – June 30, 2023 collective bargaining agreement, the Commonwealth of Massachusetts (the "Commonwealth") or the MWRA implements a collective bargaining agreement that contains provisions for across-the-board salary increases or other economic terms that in the aggregate are in excess of those contained in the parties' 2020-2023 agreement, the parties agree to re-open those provisions of the 2020-2023 agreement to further bargaining upon written request by MOSES. Implementation by the Commonwealth shall mean submission of a collective bargaining agreement by the Governor or the Secretary of Administration & Finance to and funding of such agreement by the Legislature. Implementation by the MWRA shall mean submission of a collective bargaining agreement by the Executive Director to and approval of such agreement by the Board of Directors.
- 16. The parties agree that all agreed-upon side letters shall remain in affect whether or not they are incorporated into the collective bargaining agreement.

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Signed this 16th day of March 2022.

For the Massachusetts Water Resources
Authority



For the Massachusetts Organization of State
Engineers & Scientists

