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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS ORGANIZATION OF STATE
ENGINEERS and SCIENTISTS
UNIT 9
FOR A
SUCCESSOR AGREEMENT**

July 1, 2024 through June 30, 2027

The parties agree to the following modifications to the Commonwealth of Massachusetts and Massachusetts Organization of State Engineers and Scientists (MOSES) Collective Bargaining Agreement for Unit 9 for July 1, 2024 through June 30, 2027.

**ARTICLE 2B
PROBATIONARY PERIOD
(New Article)**

1. **Upon new employment or reemployment all employees shall serve a nine (9) month probationary period. Probationary periods may be extended no more than one (1) time up to ninety (90) days for new hires/rehires with concurrent notice to the Union and the employee. Such notice shall include a reason for extending the probationary period.**

2. An employee who severs ~~his/her~~ **their** employment with the Commonwealth must serve an additional probationary period upon reemployment. An employee who leaves a position in an agency for another position in a different agency must serve an additional probationary period whether in the same or a different job title. A bargaining unit employee who accepts a bargaining unit position in a different agency without a break in service and is unsuccessful in the probationary period in the different agency shall return to ~~his/her~~ **their** prior position in the previous agency, or if the position ~~he/she~~ **they** vacated is not available ~~he/she~~ **they** shall be placed on a recall list for the next available vacancy within that job title and location. *(Existing language from Article 23, Section 23.1)*

**ARTICLE 5
UNION BUSINESS**

Section 5.1 MOSES Representation

MOSES staff representatives shall be permitted to have access to the premises of the Employer for the performance of official MOSES business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. MOSES will furnish the Employer with a list of staff representatives and their areas of jurisdiction. **MOSES will update the list and provide**

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it to Agencies every six (6) months, as well as provide notification of newly elected and appointed Union officials upon such election or appointment. Agencies will provide the Union with a list of Labor Relations representatives and their areas of jurisdiction in accordance with the timelines above.

Section 5.9 **Orientation**

Within the first thirty (30) days of employment or entering the bargaining unit from a non-bargaining unit position, the Department/Agency will allow up to one (1) hour for a MOSES representative to discuss MOSES with the employee(s) without the presence of non-bargaining unit employees.

In the event the Union identifies a specific need at an Agency for up to an additional one (1) hour to meet with employees, said request shall not be unreasonably denied provided the request does not unduly disrupt the operations of the department or Agency.

In the event the agency does not provide such an orientation program within thirty (30) days of start date of employment or entering the bargaining unit from a non-bargaining unit position, the Union shall be provided with one (1) hour of access to employees on paid time which may be in person or virtual for the same purpose as determined by the Union. Such access shall be provided at a time and in a manner requested by the Union which shall not be unreasonably denied.

ARTICLE 7 **WORKWEEK AND WORK SCHEDULES**

Section 7.2 **Overtime**

J. Upon the request of an employee, an appointing authority may grant at its discretion compensatory time in lieu of payment for overtime at a rate not less than one and one-half hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of ~~one hundred and twenty~~ **ninety (90)** hours and may be used in one half-hour (0.5) increments. **Effective July 1, 2024, should the compensatory hours exceed the maximum compensatory hours limit of ninety (90) hours, the employee shall be paid for hours worked at their regular hourly overtime rate.** An appointing authority shall permit the use of compensatory time at the employee's request, provided the use of compensatory time does not unduly disrupt the operation of a department or agency. Upon termination an employee shall be paid for all unused compensatory time at the final regular rate of pay.

Section 7.6 **Stand-by Duty**

A. **Effective the first full pay period of January 2025, A**an employee who is required by the department head to leave instructions as to where ~~he/she~~ **they** may be

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reached in order to report to work when necessary shall be reimbursed at a rate of \$25.00 \$42.50 for such period.

F. When the practice has been for the Employer to provide the employees on stand-by with a beeper, this practice shall continue, and the Employer shall provide an employee on stand-by duty with a cellular telephone or beeper.

Section 7.7 Shift Differential

A. Effective the first full pay period of January 2025, Employees rendering service on a regular basis whose regular workday is on a second or third shift as defined in Paragraph C shall receive a shift differential at a rate of \$1.60 \$2.60 per hour.

Section 7.8 Weekend Differential (New Section)

Effective the first full pay period of January 2025, in addition to any other compensation to which they may be entitled, a premium of \$1.00 per hour shall be paid to all Unit 9 employees who are regularly scheduled to work Saturday and/or Sunday, not to exceed 7.5 or 8 hours per day.

Section 7.9 Bilingual Differential (New Section)

Effective the first full pay period of January 2025, employees who are authorized by their Appointing Authority or their designee to provide bilingual services as a significant component of their job shall receive a differential of eighty dollars (\$80.00) per bi-weekly pay period. The provisions of this Section shall not apply to an employee who is otherwise specifically compensated to provide such service but shall be applicable to employees who provide bilingual services in sign language.

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~~ **their** duties because ~~he or she~~ **is they are** 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 **any of the following**:
 - a. ~~caring for: the spouse, foster child, stepparent, stepchild, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian,~~

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

- spouse or domestic partner (as defined by M.G.L. Chapter 175M);
- child, foster child, stepchild, spouse or domestic partner's child;
- parents, stepparents, parent's domestic partner, spouse or domestic partner's parents;
- brother, sister, or stepsibling;
- grandparents, step-grandparents, grandparent's domestic partner, spouse or domestic partner's grandparents;
- grandchild, step-grandchild, spouse, or domestic partner's grandchild;
- person for whom the employee is legal guardian.

5. When appointments with licensed medical, **mental health**, or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

K. Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require satisfactory medical evidence from the employee. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Appointing Authority believes ~~s/he is~~ **they are** abusing sick leave and that ~~s/he~~ **they** may be required to produce medical evidence for future use of sick leave.

In order to clarify existing practice, satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, **Clinical Psychologist, Licensed Independent Clinical Social Worker (LICSW)**, or Dentist that ~~he/she has~~ **they have** personally examined the employee and shall certify that the employee is/was unable to perform his or her duties because he or she was incapacitated by personal illness or injury (specific diagnosis not required) and will identify duties the employee is/was unable to perform due to the illness or injury on the days in question; and a prognosis for the employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1(C)2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above and shall list an address and telephone number. Failure to produce such evidence within ~~seven (7)~~ **ten (10)** days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

Section 8.3

Bereavement Leave

A. Upon evidence satisfactory to the Appointing Authority of the death of a:

- spouse or domestic partner (as defined by M.G.L. Chapter 175M)
- child
- **foster child**
- **child of a domestic partner living in the household**
- ~~or the death of a stepchild~~ living in the household of an employee

an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of the death of a child, **foster child, child of a domestic partner living in the household**, or stepchild living in the household, and within ninety (90) calendar days of the date of death of the employee's spouse or domestic partner.

B. Upon evidence satisfactory to the Appointing Authority of the death of a:

- ~~foster child~~
- stepchild not living in the household
- parent
- stepparent
- brother
- sister
- grandparent
- grandchild
- person for whom the employee is legal guardian
- parent or child of spouse or domestic partner
- ~~or person living in household~~

an employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

C. Upon evidence satisfactory to the Appointing Authority, an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the employee's:

- brother-in-law
- sister-in-law,
- **aunt**
- **uncle**
- ~~or the grandparent or grandchild of the employee's spouse or domestic partner.~~

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Section 8.5

Civic Duty Leave

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government **outside their capacity as an employee or as part of their civic duty**, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her **their department head supervisor or manager**. ~~except that this Section shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the federal government or any private employer and who is summoned on a matter arising from that employment.~~

Court leave shall not apply to employees who, as part of their regular work responsibilities or in their capacity as Commonwealth employees, are summoned as witnesses in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government.

Similarly, court leave shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

Section 8.6

Military Leave

Military Leave shall be granted in accordance with applicable State and Federal law.

- ~~A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C. 33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.~~
- ~~B. An employee shall be entitled during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee under Section 59 of C. 33 General Laws as amended.~~
- ~~C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.~~
- ~~D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of~~

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~~serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.~~

Section 8.7 **Family and Medical Leave**

A. Family Leave

8. During family leave taken in conjunction with the birth, adoption, or placement of a child, the employee shall receive ~~his/her~~ **their** salary for ten (10) days of said family leave, at a time requested by the employee. **An employee who is ineligible for family leave because they are in their probationary period, may use the ten (10) days in advance of eligibility, but said time will count towards their twenty-six (26) week allotment referenced in Section 8.7.A.1.** The ten (10) days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth, adoption, or placement, except that this leave may not be charged in increments of less than one (1) day. For cases of foster placement, once the placement and/or responsibilities in conjunction with the placement have ended, the paid days end. In addition, if the employee has accrued sick leave, vacation leave, or personal leave credits available, the employee may use such credits for which ~~he/she~~ **they** may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. The ten (10) days of paid family leave granted under this Section shall be prorated **based on the regular weekly hours of** ~~for regular~~ part-time employees.

B. Medical Leave

5. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious health condition and is dependent upon the employee for care, or for a serious health condition which prevents the employee from being able to perform the functions of ~~his/her~~ **their** position.

Employees who provide satisfactory medical documentation to support an intermittent FMLA **for a spouse, child, or parent** may utilize up to sixty (60) days of their FMLA allotment provided for in Section 8.7 (B) (1) for intermittent absences. **Employees may utilize up to one hundred (100) days of their FMLA allotment if the intermittent absence is due to a serious health condition of the employee which prevents the employee from being able to perform the functions of their position.**

Where intermittent or a modified work schedule is necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.

Such modified work schedules may include full-time continuous leave, a change

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in job responsibilities, an alternative work option or a continuation of the intermittent leave beyond the sixty (60) days **to care for a spouse, child, or parent or beyond the one hundred days (100) for the employee's own serious health condition** if operations allow provided the employee has not exhausted the twenty-six (26) weeks of FMLA leave allowed ~~within the previous fifty-two (52) week period. in a twelve (12) month period.~~ **For this purpose, a rolling twelve (12) month period will be used, measured as the period of fifty-two (52) consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under Section 8.7 of this Article commences for the employee.**

At the expiration of the intermittent leave, modified work schedule, or job assignment that was agreed upon, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of ~~his/her~~ **their** leave.

In the event that no alternative is agreed upon and if the employer believes that operations are being unduly disrupted, the employer will give written notice to MOSES and employee of the intent to terminate the intermittent leave. In such an event, no employee who then requests full time continuous leave and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying condition. Such leaves will include the remainder of the twenty-six (26) weeks of available FMLA leave. Article 8.7.B.3 catastrophic leave must be separately requested and supported by satisfactory medical evidence.

The Appointing Authority shall maintain the ability to transfer an employee to an alternative position with no reduction of pay or benefits in order to avoid disruption of operations so as long as the transfer is reasonable and not meant to discourage the use of intermittent leave. Wherever practicable, an employee who transfers pursuant to this paragraph shall be given notice of ten (10) days of such transfer.

In the event that the employer gives notice of its intent to terminate the intermittent leave, and the affected employee does not wish to access any remaining full-time leave benefits as described above, MOSES may request expedited impartial review by an arbitrator to determine whether the Agency has made a reasonable attempt to accommodate the need of the employee's intermittent leave beyond the sixty (60) days **for spouse, child, or parent, and one hundred (100) days for the employee** and whether or not the leave unduly disrupts operations. Said review must be requested within ten (10) calendar days of the notification that the leave will be terminated. The "status quo ante" shall be preserved pending the decision of the arbitrator unless the proceedings are unreasonably delayed due to the part of MOSES or the Employee.

The parties shall meet upon execution of the agreement to establish the review/arbitration process noted above.

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

New section:

B. During an approved qualifying leave, employees may elect to utilize their paid accruals only, or apply for a paid benefit from the DFML. Employees who apply for a paid benefit from the DFML may utilize their accruals in accordance with Chapter 175M.

New section:

C. Pursuant to M.G.L. Chapter 175M, any paid leave subject to this section granted to the employee by the Administrator and/or the Employer for any given week shall not exceed the employee's average weekly wage. For this purpose, average weekly wage has the same meaning as provided in M.G.L. c. 151A, § 1(w).

New section:

D. An employee who has been granted paid leave in any given week in excess of their average weekly wage as described in this section shall be deemed to be in receipt of an overpayment. When the Employer determines that any employee has been overpaid, it shall notify the employee of this fact and the reasons, therefore. Following notice from the Employer, the Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and the employee agree to another arrangement.

ARTICLE 10 HOLIDAYS

Section 10.5

Notwithstanding any other contract provisions, an employee who is required to work ~~his/her~~ **their** regular shift on a holiday (and the employee was not otherwise scheduled to work said holiday), shall be entitled to elect, for the first five times per calendar year that such occurs, to receive either:

(a) one day's pay in addition to regular pay for compensation for working on the holiday; or

(b) **accrue compensatory hours at the straight rate for the actual hours worked. Such compensatory time shall be added to the compensatory hours bank not to exceed a total of ninety (90) hours. Should the holiday compensatory hours exceed the maximum compensatory hours limit of ninety (90) hours, the employee shall be paid for holiday hours worked at the straight rate of pay in addition to pay for the holiday worked.** ~~a compensatory day off with pay within sixty days following the holiday to be taken at a time requested by the employee and approved by the agency head or if a compensatory day cannot be granted by the agency/department because of a shortage of~~

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~~personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.~~

Once five such occasions per calendar year have passed the employee shall then **accrue compensatory hours at the straight rate for the actual hours worked. Such compensatory time shall be added to the compensatory hours bank not to exceed a total of ninety (90) hours. Should the holiday compensatory hours exceed the maximum compensatory hours limit of ninety (90) hours or upon request of the employee, the employee shall be paid for holiday hours worked at the straight rate of pay in addition to pay for the holiday worked.** ~~receive a compensatory day off with pay within sixty days following the holiday to be taken at a time requested by the employee and approved by the agency head or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.~~

ARTICLE 11 EMPLOYEE EXPENSES

Section 11.1

A. When an employee is authorized to use ~~his/her~~ **their** personal automobile for travel related to ~~his/her~~ **their** employment ~~he/she~~ **they** shall be reimbursed at the rate of ~~forty~~ **sixty-two (0.62)** cents per mile. Employees on authorized travel will be reimbursed for parking and tolls.

The parties agree to establish a Labor Management Committee to study the impacts on Unit 9 employees caused by the rightsizing of the Commonwealth's automobile fleet. If the Committee discovers there are negative impacts on employees, it shall make recommendations to affected agencies. The Committee shall convene ninety (90) days after the ratification of the 2024 – 2027 Collective Bargaining Agreement. Each party shall determine the membership of their representatives to the Committee.

New section:

D. Effective January 1, 2025, active employees shall be reimbursed 50% of their qualifying public transit purchases incurred through the Qualified Transportation Benefit Plan debit card. This reimbursement shall not exceed \$150.00/month and specifically does not include expenses incurred for parking.

Section 11.2

Effective the first full pay period of January 2025, ~~a~~An employee who is assigned to duty that requires ~~him/her~~ **them** to be absent from ~~his/her~~ **their** home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging, including tips. In addition, an employee shall receive ~~\$30.00~~ **sixty dollars (\$60.00)** for

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meal expenses, including travel days, and including tips.

Section 11.3

Effective the first full pay period of January 2025, eEmployees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three (3) or more hours exclusive of meal times, on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 AM to 9:00 AM	\$6.00 \$12.00
Lunch	9:01 AM to 3:00 PM	\$10.00 \$20.00
Dinner	3:01 PM to 9:00 PM	\$14.00 \$28.00
Midnight Snack	9:01 PM to 3:00 AM	\$6.00 \$12.00

ARTICLE 12 SALARY RATES

Section 12.1

The following shall apply to full-time employees:

- A. Effective the first full pay period in January 2025, employees who meet the eligibility criteria provided in Section 3 of this article shall receive a three percent (3%) increase in salary rate.**
- B. Effective the first full pay period in July 2025, employees who meet the eligibility criteria provided in Section 3 of this article shall receive a two percent (2%) increase in salary rate.**
- C. Effective the first full pay period in January 2026, employees who meet the eligibility criteria provided in Section 3 of this article shall receive a two percent (2%) increase in salary rate.**
- D. Effective the first full pay period in July 2026, employees who meet the eligibility criteria provided in Section 3 of this article shall receive a two percent (2%) increase in salary rate.**
- E. Effective the first full pay period in January 2027, employees who meet the eligibility criteria provided in Section 3 of this article shall receive a two percent (2%) increase in salary rate.**

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Subsequent sections in Article 12 will be re-numbered.

Section 12.4 12.5

A. An employee shall continue to advance under the terms of this Agreement to the next higher salary step in his/her ~~their~~ job group, unless ~~he/she is~~ **they are** denied such step-rate increase by his/her ~~their~~ appointing authority, after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her ~~their~~ 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~~ **they** 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.

B. ~~Whenever an employee receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:~~

- ~~1. Determine the employee's salary rate at their current job group;~~
- ~~2. Find the next higher step within the employee's current job group, or, for employees at the maximum rate within their current job group, multiply the employee's current salary rate by one plus two one hundredths (1.02);~~
- ~~3. Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;~~
- ~~4. The employee's salary rate shall be the first rate in the higher job group which at least equals the resultant amount, and advanced two (2) steps in the new job grade after the promotional factor is applied.~~
- ~~5. In the event the application of the above formula results in a salary that is less than the amount the employee would receive had they been promoted to the next lower grade, the employee's salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.~~

B. The following shall apply to employees currently covered by this Agreement who are being either promoted or demoted into a job group also covered by this Agreement:

Whenever an employee paid in accordance with the salary schedules provided in Appendix A-2 of this Agreement receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:

When an employee is receiving a promotion to a higher-grade position and

the promotion date occurs ninety (90) days or less before a step anniversary date in the lower-grade position, the employer will calculate the promotion as if the new step had already occurred.

1. For employees who are below the maximum step within their current job:

Calculation 1:

- a) Determine the employee's current salary rate and step within their current job group; then
- b) Find the salary rate of the next higher step within the employee's current job group; and
- c) Multiply the employee's current salary rate by one and five one hundredths (1.05); then
- d) Compare the higher of the resultant amounts from b) or c) above to the salary rates for the higher job group into which the employee is being promoted.
- e) The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from d) above.

Calculation 2:

- a) Determine the years of the employee's relevant "experience", and/or substitution therefor, in the same or similar work. Relevant experience includes same or similar work performed in a lower grade or any experience that fulfills the minimum entrance requirements.
- b) Subtract the minimum entrance requirements number of years from the employee's total years of experience.
- c) Use the number of years of experience remaining to determine which step the employee would be placed in the resultant amount will be compared to the sum arrived at above;

Compare Calculations 1 and 2:

Whichever amount is higher will determine the step on the wage scale into which the employee shall be placed.

In the event the application of the above formula results in a salary that is less than the amount the employee would receive had they been promoted to the next lower grade, the employee's salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.

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2. For employees who are at the maximum step within their current job:

Calculation 1:

- a) Determine the employee's current salary rate and step within their current job group; then
- b) Multiply the employee's current salary rate by one and five one hundredths (1.05); then
- c) Compare the resultant amount from b) above to the salary rates for the higher job group into which the employee is being promoted.
- d) The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant amount from c) above.

Calculation 2:

- a) Determine the years of the employee's relevant "experience", and/or substitution therefor, in the same or similar work. Relevant experience includes same or similar work performed in a lower grade or any experience that fulfills the minimum entrance requirements.
- b) Subtract the minimum entrance requirements number of years from the employee's total years of experience.
- c) Use the number of years of experience remaining to determine which step the employee would be placed in the resultant amount will be compared to the sum arrived at above;

Compare Calculations 1 and 2:

Whichever amount is higher will determine the step on the wage scale into which the employee shall be placed.

In the event the application of the above formula results in a salary that is less than the amount the employee would receive had they been promoted to the next lower grade, the employee's salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.

C. Whenever an employee paid in accordance with the salary schedules provided in Appendix A-2 of this Agreement receives a demotion to a lower job group, the employee's new salary rate shall be set at a step in grade within their new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving

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a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months.

Section 12.6 12.7

~~A. An employee from within and without Unit 9 lowered in job group shall be placed in a step in grade in his/her new job group based upon the highest salary received through the following calculation:~~

~~1. credit for the step previously held in the job group plus years of service in higher job groups, or~~

~~2. credit for the step previously held in the next lower job group plus years of service in higher job groups plus the promotion factor of the new job group.~~

~~However, under no circumstances shall an employee receive a salary higher than that received in the position held prior to being lowered in job group.~~

~~B. An employee who, as a result of a reduction in force, is demoted in grade shall have his/her **their** salary calculated as step to step, unless the employee's years of service in the job grade to which he or she is demoted, or higher job grade equates to a higher step. For employees that were recruited into the higher job grade, professional recruitment/comparable service credit shall be counted as creditable service. No employee subject to this provision shall receive a salary in his/her **their** lower grade or title that exceeds his/her **their** salary prior to the demotion.~~

Section 12.7 12.8

~~A. An employee entering a Unit 9 position from a non Unit 9 position in the same job group shall be placed at the first step in grade which at least equals the rate of compensation received immediately prior to his/her entry in the bargaining unit, and his/her anniversary date shall not be changed.~~

~~B. Employees entering a Unit 9 position in a higher job group from a non Unit 9 position shall have their salary rate determined in the same manner as set forth in Section 12.4(B).~~

The following shall apply to employees not currently covered by this Agreement who are being transferred, promoted, or demoted into a position within a bargaining unit covered by this Agreement:

To determine if the placement of the employee into the new job group covered by this Agreement is a transfer, promotion, or demotion; compare the values of the maximum steps of the current job group and the new job group. If the maximum step of the new job group has a greater value than that of the maximum step of the current job group, the new job group is of a higher grade and would be

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considered a promotion. If the maximum step of the new job group has a lesser value than that of the maximum step of the current job group, the new job group is of a lower grade and would be considered a demotion.

A. An employee entering a position within a bargaining unit covered by this Agreement from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.

B. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade, which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement, shall be placed at a step in grade in accordance with the provisions of Section 5 of this Article.

C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade which is the equivalent of a higher salary grade in a bargaining unit not covered by this agreement shall be placed at a step in grade within their new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months.

Subsequent sections in Article 12 will be re-numbered.

ARTICLE 13A HEALTH AND WELFARE

Section 13A.5 Mutual Aid

Unit 9 employees shall be allowed to assign their accrued vacation, **compensatory**, and personal leave credits to Unit 9 employees who suffer catastrophic illness or injury which requires paid leave in excess of their accumulated credits. Such assignment of vacation, **compensatory**, and personal leave credits shall be administered by HRD.

ARTICLE 19A TECHNOLOGY RESOURCES

Section 19A.1

A. ~~MOSES recognizes that the Commonwealth is implementing the Human Resources/Compensation Management System (HR/CMS), which is a review of the business processes regarding payroll, personnel, and other processes, replacing such~~

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current systems as PMIS and CAPS. MOSES acknowledges that HR/CMS shall become the cornerstone of the Commonwealth's payroll and personnel system.

~~B. To ensure that the changes required by HR/CMS are introduced and implemented in the most effective manner, MOSES agrees to support the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g., the change from a weekly to bi-weekly payroll system, direct deposit, and the change from a fiscal year basis to a calendar year basis for vacation and personal leave accrual and use).~~

~~C. The Commonwealth and MOSES will establish a Special Labor-Management Committee made up of an equal number of MOSES representatives and Management representatives. The committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.~~

The Commonwealth and MOSES recognize and acknowledge that HR/CMS (Human Resources/Compensation Management System) is the Commonwealth's current payroll and personnel system, and that the Union will continue to accept such changes to business practices, procedures, and functions as are necessary to achieve the maximum utility of HR/CMS.

The Commonwealth and MOSES further understand that, during the life of this Agreement, the Commonwealth may initiate efforts toward a successor to HRCMS. In such event, the parties shall establish a special labor-management committee comprised of an equal number of MOSES and management representatives. The committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining units that may arise from such a change of payroll and personnel systems. The committee will be convened in advance of any such changes to business practices that may significantly impact the membership.

ARTICLE 23 ARBITRATION OF DISCIPLINARY ACTION

Section 23.1

No Unit 9 employee who has been employed by the Commonwealth for nine (9) consecutive months or more who has satisfied the probationary period set forth in Section 1 of Article 2B shall be discharged, suspended, or demoted for disciplinary reasons or given a warning or reprimand without just cause.

An employee who severs his/her employment with the Commonwealth must serve an additional probationary period upon reemployment. An employee who leaves a position in an agency for another position in a different agency must serve an additional probationary period whether in the same or a different job title. A bargaining unit

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~~employee who accepts a bargaining unit position in a different agency without a break in service and is unsuccessful in the probationary period in the different agency shall return to his/her prior position in the previous agency, or if the position he/she vacated is not available he/she shall be placed on a recall list for the next available vacancy within that job title and location.~~

ARTICLE 23A GRIEVANCE PROCEDURE

Section 23A.2

The grievance procedure shall be as follows:

~~Step I – An employee and/or MOSES shall submit a grievance in writing to the person designated by the agency head for such purpose not later than twenty one calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The person so designated by the agency head shall reply in writing by the end of ten (10) calendar days following the date of submission.~~

Step III – An employee and/or MOSES shall submit a grievance in writing to the person designated by the agency head for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was reasonable basis for knowledge of the occurrence. In the event the employee or MOSES wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing to the person designated by the agency head for such purpose within ten calendar days of the receipt of the Step I decision. The agency head or his their designee shall meet with the employee and/or MOSES for review of the grievance. An agency representative shall attend the meeting to present the agency's position on the grievance. The agency and shall issue a written reply to the employee and/or MOSES by the end of the fourteen thirty (30) calendar days following the day on which the appeal grievance was filed.

Step IIIII - In the event the employee or MOSES wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented to HRD within seven fourteen (14) calendar days of the receipt of the unsatisfactory decision. HRD shall issue a written reply by the end of the twenty-one (21) calendar days following the day on which the appeal was filed or if a conference is held by the end of the fourteen working twenty-one (21) calendar days following the close of the conference; every effort will be made to hold such conference within fourteen working twenty-one (21) calendar days following the filing of the appeal.

Step IIIIV - Grievances unresolved at Step IIIII may be brought to arbitration solely by MOSES by filing with the Chief Human Resources Officer within fourteen (14) calendar days of the receipt of the Step IIIII decision a completed Request for Arbitration form.

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Once arbitration has been requested by MOSES, a hearing shall be held no later than twelve (12) months from such request. If a hearing is not held within the twelve-month (12) period due to inaction of MOSES, the grievance is thereby withdrawn with prejudice and without precedence.

Section 23A.3

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within ~~ten~~ **fourteen (14) calendar** days of HRD's receipt of the Request for Arbitration, MOSES may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 23A.6

If a decision satisfactory to MOSES at any level of the grievance procedure other than Step ~~IVIII~~ is not implemented within a reasonable time, MOSES may reinstitute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

Section 23A.7

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or MOSES may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only MOSES may request impartial arbitration under Step ~~IVIII~~. However, no deadline shall be binding on the grievant and/or MOSES until a required response is given.

Section 23A.8

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing. **The timelines to file at the next step of the grievance procedure, as described in Section 2 of this Article, shall commence on the date of the Union's receipt of the parties' written agreement to waive a grievance to the next step of the grievance process.**

Section 23A.12 Alternative Dispute Resolution (ADR) Committee

A. A sub-committee of the Commonwealth's Joint Labor-Management Committee, consisting of four (4) people designated by MOSES and four (4) people designated by the Chief Human Resources Officer, shall meet and develop mutually agreed upon policies and implementation procedures for an Alternative Dispute Resolution Program which may include an option for mediation or a binding tri-partite panel at the Step ~~IIIII~~ grievance level.

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B. Furthermore, the committee shall meet bi-monthly to review the Commonwealth's grievance procedure, review training needs related to the grievance procedure and to review individual labor-management proposals jointly submitted by the agency and MOSES representatives regarding alternative dispute resolution pilot programs, training needs and possible improvements to the efficiency of the grievance procedure.

C. At, or following the Step III stage of the grievance procedure and in certain designated Agencies, Alternative Dispute Resolution (ADR) pilot programs shall be developed with a goal for initial implementation within six (6) months from the signing date of the Agreement. ADR Programs may include, but shall not be limited to mediation, an oral Step 1 grievance and review committee.

D. Through this provision the Commonwealth shall fund one day of ADR per month.

E. **This committee shall convene ninety (90) days after the ratification of the 2024-2027 Collective Bargaining Agreement.**

ARTICLE 30 DURATION

This Agreement shall be for the three-year period from July 1, 2023 **2024** through June 30, **2024 2027**, and the terms contained herein shall be effective upon execution unless otherwise specified. Should a successor agreement not be executed by June 30, **2024 2027**, 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, **2024 2027**.

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 for 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 in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

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**APPENDIX E
COMMONWEALTH OF MASSACHUSETTS
PROGRAM GUIDELINES
FOR ALTERNATIVE WORK OPTIONS**

II. Eligibility:

Alternative Work Options are open to employees with the approval of Management. The assessment of a request for an Alternative Work Option involves taking into account the employee's recent performance history, up to **twenty-four (24)** months from the date of the request, length of time in the bargaining unit, and operational needs of the Agency. Employees in their probationary period may ~~not~~ participate in an Alternative Work Option Program.

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For the Union



Patrick Russell, President
MOSES, Unit 9

5/24/24

Date

For the Commonwealth



Matthew Hale, Deputy Director
Office of Employee Relations

5/24/24

Date

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS ORGANIZATION OF STATE
ENGINEERS and SCIENTISTS
UNIT 9**

**Concerning a Labor Management Committee and
Step Placement for New Hires**

The parties agree to establish a joint Labor/Management Committee for the purpose of examining the process of step placement of new hires. Said committee shall consider:

- the method of determination of step placement for new hires;
- the impact of the step placement of new hires on current employees; and
- the identification of any resulting equity issues.

The first meeting of the Committee shall take place no later than one month after the date of execution of this agreement. The Committee shall meet at least monthly unless mutually agreed otherwise.

Each party shall determine the membership of their representatives to the committee.

Nothing contained herein shall prohibit the parties from agreeing upon and addressing the Committee's findings during the term of this Agreement.

For the Union



Patrick Russell, President
MOSES, Unit 9

For the Commonwealth



Matthew Hale, Deputy Director
Office of Employee Relations

Date

5/24/24

Date

5/24/24

