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

July 1, 2011 through June 30, 2014

The parties agree to the following changes to the Commonwealth and Massachusetts Organization of State Engineers and Scientists (MOSES) Collective Bargaining Agreement for Unit 9 July 1, 2009 through June 30, 2012. Moreover, in consideration of the provisions outlined below, all Commonwealth obligations arising under the provisions in Section 12.1C in the 2009 - 2012 Collective Bargaining Agreement are hereby waived by the union.

**Article 8
Leave**

Section 8.2 Paid Personal Leave

On each January 1, full-time employees ~~on the payroll as of that date on the payroll as of September 1, 2011~~ will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours Per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	22.500 hours
37.5 hours per week	37.500 hours
40.0 hours per week	24.000 hours
40.0 hours per week	40.000 hours

Such personal leave may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her Appointing Authority. Full-time employees ~~hired or on the payroll prior to September 1, 2011~~ who are promoted into the bargaining unit after January 1 of each year who have not been credited with personal leave during said year will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire or Promotion into Unit</u>	<u>Scheduled Hours per Week</u>	<u>Personal Leave Hours Credited</u>
January 1 - March 31	37.5	37.5 Hours
	40.0	40.0 Hours
April 1 - June 30	37.5	25.0 Hours
	40.0	26.67 Hours
July 1 - September 30	37.5	12.5 Hours
	40.0	13.33 Hours
October 1 - December 31	37.5	0.0 Hours
	40.0	0.0 Hours

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Add New Paragraph:

On each January 1, full-time employees hired after September 1, 2011 will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours Per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	22.500 hours
40.0 hours per week	24.000 hours

Full-time employees hired or promoted after September 1, 2011 ~~or promoted into the bargaining unit after January 1 of each year who have not been credited with personal leave during said year~~ will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire or Promotion into Unit</u>	<u>Scheduled Hours per Week</u>	<u>Personal Leave Hours Credited</u>
January 1 – March 31	37.5	22.5 Hours
	40.0	24.0 Hours
April 1 – June 30	37.5	15.0 Hours
	40.0	16.0 Hours
July 1 – September 30	37.5	7.5 Hours
	40.0	8.0 Hours
October – December 31	37.5	0.0 Hours
	40.0	0.0 Hours

Any paid personal leave not taken by December 31 will be forfeited by the employee to the Employee Illness Leave Bank (EILB). Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of one-half hour and may be used in conjunction with vacation leave.

Add New Paragraph:

An employee who cannot utilize his/her personal leave in the months of November and December, due to the operational needs of the Department/Agency shall be permitted to carry-over one day of personal leave credit not utilized, to the next calendar year.

Nothing in this Section shall be construed as giving more than three (3) days personal leave in a given year to those hired after September 1, 2011 and five (5) days personal leave in a given year to those on the payroll as of September 1, 2011.

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Section 8.3

- A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse or child, 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 said death.
- B. Upon evidence satisfactory to the Appointing Authority of the death of a foster child, step child, parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, or parent or child of spouse, 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 for a maximum of four days within thirty (30) calendar days from the date of said death.

Add New Paragraph:

- 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 brother, sister, grandparent or grandchild of the employee's spouse.

Article 10
Holidays

Section 10.2

The following days shall be holidays for employees

- New Year's Day
- Martin Luther King, Jr. Day
- Washington's Birthday
- ~~Evacuation Day~~
- Patriot's Day
- Memorial Day
- ~~Bunker Hill Day~~
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

- ~~A. An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such a holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time 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 (1) day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday.~~

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~~B. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual work week is five (5) or more days, shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time 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.~~

**Article 12
Salary Rates**

Section 12.1

The following shall apply to full-time employees:

~~A. Effective June 30, 2010, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one percent (1%) increase in salary rate.~~

~~• If FY 2010 tax revenues equal or exceed \$20.3 billion, employees will receive an additional one percent (1%) increase in salary rate, for a total of a two percent increase effective in July of 2010.~~

~~• If FY 2010 tax revenues equal or exceed \$21.4 billion, employees will receive an additional two percent (2%) increase in salary rate, for a total three percent increase effective in July of 2010.~~

~~B. Effective June 30, 2011, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a three percent (3%) increase in salary rate.~~

~~C. Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive an increase of 2.5%. In addition, Step 11 of the salary chart shall be increased by 0.68%, AND Step 12 shall be increased by 0.86%.~~

~~D. The dates referred to above may be advanced by six months in each of the three years, or by three months in each of the three years, if the following tax revenue targets are met:~~

~~FY 2010 — 6 months = \$19.45 billion; — 3 months = \$19.00 billion
FY 2011 — 6 months = \$20.42 billion; — 3 months = \$19.95 billion
FY 2012 — 6 months = \$22.44 billion; — 3 months = \$20.94 billion~~

~~In addition, if tax revenues for Fiscal Year 2010, 2011 or 2012 achieve one of the aforementioned indices, the Commonwealth agrees to accelerate the wage rate increase for that fiscal year and for each of the above listed fiscal years by six (6) or three (3) months, as applicable.~~

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The following shall apply to full-time employees:

- A. Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive an increase of 2.5%. In addition, Step 11 of the salary chart shall be increased by 0.68% and Step 12 shall be increased by 0.86%.
- B. Effective the first pay period in July 2012, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one-and-a quarter percent (1.25%) increase in salary rate. In addition, Step 11 of the salary chart shall be increased by 0.25% and Step 12 shall be increased by 0.37%.
- C. Effective the first pay period in January 2013, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one-and-a quarter percent (1.25%) increase in salary rate. In addition, Step 11 of the salary chart shall be increased by 0.25% and Step 12 shall be increased by 0.37%.
- D. Effective the first pay period in July 2013, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one-and-a quarter percent (1.25%) increase in salary rate. In addition, Step 11 of the salary chart shall be increased by 0.25% and Step 12 shall be increased by 0.37%.
- E. Effective the first pay period in January 2014, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one-and-a quarter percent (1.25%) increase in salary rate. In addition, Step 11 of the salary chart shall be increased by 0.25% and Step 12 shall be increased by 0.37%.

**Article 13A
Health and Welfare**

Section 13.A.2

~~The Employer agrees to contribute on behalf of each full-time employee equivalent the sum of thirteen dollars per calendar week.~~

~~Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time employee an additional \$0.50 per week.~~

~~Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full-time employee an additional \$0.50 per week.~~

Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$13.50 per calendar week.

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Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$14.00 per calendar week.

Add new Paragraphs:

Effective the first pay period in January 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$14.50 per calendar week.

Effective the first pay period in June 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.00 per calendar week.

**Article 29
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.~~

The Commonwealth and the Union acknowledge that the unique timing of the increases provided for in Year Two and Year Three of this Agreement is in direct recognition of the Union foregoing certain wage increases provided for in the predecessor Agreement. With this understanding, the Commonwealth agrees that in the course of this Agreement, should any other Executive Branch bargaining unit receive any across the board wage increase at any point earlier than one year following the end date of its preceding Agreement, the parties shall, at the request of the Union, reopen the salary provisions of this Agreement for further bargaining.

**Article 30
Duration**

This Agreement shall be for the three year period from July 1, ~~2009-2011~~ through June 30, ~~2012-2014~~ and the terms contained herein shall be effective upon execution unless otherwise specified. Should a successor agreement not be executed by June 30, ~~2012-2014~~, 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 January 1, ~~2014-2012~~.

Add new Article:

Efficiency Working Group

The parties acknowledge the shared value associated with enhanced service delivery and improved operational efficiency. Continued public confidence in government, and public

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support for governmental programs, requires an ongoing focus on continuous improvement, and corresponding results. The parties also acknowledge that more efficient service delivery can provide opportunities to reinvest savings to the benefit of those employees that contribute to such favorable outcomes.

In this light, the parties agree, in the course of this contract, to establish a working group that will be charged with identifying no fewer than four pilot programs focused on developing more efficient methods of service delivery in at least three selected service areas. The parties further agree that these pilot programs will complete their work six months prior to the end of this agreement, and will produce report(s) detailing each initiative; the iterative steps taken to accomplish its purpose(s); and the service impacts resulting from the initiative. Finally, the parties agree that a portion of any cost savings that result from these initiatives will be returned to employees in the affected bargaining unit, in accordance with a formula determined in advance by mutual agreement of the parties.

The Commonwealth and the Union each agree to designate seven persons to be named to this working group no later than 30 days from the date of execution of this Agreement.

For MOSES:

For the Commonwealth:

Chris McG
Alexander D. Sijmons
Joseph D. Dant

[Signature]

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Date