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MWRA Best & Final Proposals
Submitted to Unit 3 – NAGE Local R1-168
February 18, 2022

- **Contract Term**

  July 1, 2020 – June 30, 2023

- **Article 3 Agency Fee**

  Replace existing Section 1 with the following:

  > Employees may voluntarily elect to pay a service fee to the Union 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.

  Delete Section 2, Section 3 and Section 4.

- **Article 7 Leave**

  Amend Section 6 – Military Leave, Paragraph A by deleting 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.

  Amend Section 6 – Military Leave, Paragraph B by replacing "seventeen days" with "forty (40) days in the service of the armed forces of the Commonwealth or".

- **Article 7 Leave**

  Global change: Replace "maternity leave" with "parental leave" and add "his/" or "he/" before any references to "her" or "she" throughout the Agreement.

  Amend Section 9 by replacing initial paragraph and Paragraph A as follows:

  > 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.

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.

Amend Section 9, Paragraph C by inserting the phrase "and consistent with relevant leave law" at the end.

- **Article 7 Leave**

  Insert new Section 12 as follows:

  Section 12. 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.

- **Article 8 Vacation**

  Add short term disability bank, Family and Medical Leave (FMLA), Paid Family and Medical Leave (PFML), absences due to exposure to a contagious disease, and Small Necessity Leave Act to list of reasons in Section 3 and Section 6.

- **Article 9 Holidays**

  Add Juneteenth Independence Day to list of holidays in Section 1.

- **Article 11 Salary Rates**

  7/1/20 **2% ATB + 0.5% for PFML (2.5%)**

  Side letter re: 0.5% for PFML:

  - Union acknowledges that the 0.5% PFML increase fully satisfies and fulfills any and all bargaining obligations that the Authority has or may have pertaining to PFML contributions paid by its members at the maximum allowable contribution rate since October 2019.

- Notwithstanding the above, 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 the Union, the Authority agrees to bargain over the impact of such contribution rate.

- Union withdraws SUP-19-7628 with prejudice.

7/1/21 **2% ATB**

7/1/22 **2% ATB**

Covid-19 Recognition Payment – 1.5% of base salary (minimum of $1,000) for employees on the payroll as of the date of execution of successor contract

- **Article 11 Salary Rates**

  Amend Section 2, Paragraph A by replacing the last sentence with the following: "Time off the payroll is not creditable service for the purpose of set 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."

- **Re-Opener Language**

  MWRA is willing to agree to re-opener language for the 2020-2023 agreement only, in a separate agreement or side letter. MWRA does not agree to include re-opener language in the collective bargaining agreement itself. The Authority proposes the following language:

  > In the event that during the term of the parties' July 1, 2020 – June 30, 2023 collective bargaining agreement, the Commonwealth or the Authority 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 the Union. 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 Authority shall mean submission of a collective bargaining agreement by the Executive Director to and approval of such agreement by the Board of Directors.

- **One-time COVID Hazard Payment**

  MWRA is willing to agree to a one-time COVID hazard payment for certain employees in a separate agreement or side letter. The Authority proposes the following language:

  > Employees on the payroll as of the date of the signing of the MOU memorializing the parties' 2020-2023 successor agreement, who were required to report to work at an MWRA facility on a full-time basis from July 1, 2020 through October 1, 2020, will receive a one-time COVID hazard payment in the amount of two thousand dollars ($2,000.00) minus all applicable deductions.
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  > Employees on the payroll as of the date of the signing of the MOU memorializing the parties' 2020-2023 successor agreement, who were required to report to work at an MWRA facility on a partial basis from July 1, 2020 through October 1, 2020 and who were in outward facing positions during such time, will receive a one-time COVID hazard payment in the amount of one thousand dollars ($1,000.00) minus all applicable deductions.
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  > Employees hired after June 30, 2020 shall not be eligible to receive the COVID hazard pay benefit.

MEMORANDUM OF AGREEMENT
Between the
MASSACHUSETTS WATER RESOURCES AUTHORITY
And
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, LOCAL R1-168
UNIT 3
SERVICE RENDERED DURING THE COVID-19 EMERGENCY

WHEREAS, the Massachusetts Water Resources Authority ("MWRA") and NAGE Local R1-168 (the "Union") are parties to a collective bargaining agreement; and

WHEREAS, the COVID-19 emergency significantly impacted employees directed to report in person in performance of their duties and responsibilities, excluding employees who were able to perform their work exclusively from their homes; and

WHEREAS, the parties recognize the importance of, and the commitment to, the continuity of services that were and continue to be delivered by the MWRA for the public and our consumers.

NOW THEREFORE, in order to address these unique circumstances, the parties agree to the following recognition payment guidelines, which will only apply to bargaining unit employees as described herein.

1. Employees on the payroll as of the date of the signing of the MOU memorializing the parties' 2020-2023 successor agreement, who were required to report to work at a MWRA facility on a full-time basis from July 1, 2020 through October 1, 2020, will receive a one-time COVID-19 Hazardous Duty Payment in the amount of two thousand dollars ($2,000.00) minus all applicable deductions.

2. Employees on the payroll as of the date of the signing of the MOU memorializing the parties' 2020-2023 successor agreement, who were required to report to work at a MWRA facility on a partial basis from 1, 2020 through October 1, 2020 and who were in outward facing positions during such time, will receive a one-time COVID-19 Hazardous Duty Payment in the amount of one thousand dollars ($1,000.00) minus all applicable deductions.

3. Employees hired after June 30, 2020 are not eligible to receive the COVID-19 Hazardous Duty benefit set forth in Sections 1 and 2 above.

4. The MWRA will provide the Union with a list of titles that are eligible for the COVID-19 Hazardous Duty Payment of $2,000 or $1,000 as described in Sections 1 and 2 above, and this decision is final and cannot be grieved or otherwise challenged by the Union.

5. This Agreement shall not serve as precedent for any other matter and shall not be used in any proceedings or forum except to enforce its own terms and conditions.

6. This Agreement is the final resolution regarding Hazardous Duty Pay during the COVID-19 pandemic. The parties agree that this Agreement fully satisfies any obligation on the part of the MWRA to bargain over this issue.