



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
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Steve Poftak, General Manager



MEMORANDUM

TO: MBTA Fiscal & Management Control Board Members
Steve Poftak, General Manager
Jeffrey Gonneville, Deputy General Manager
David Panagore, CAO

FROM: Ahmad Barnes
Director of Labor Relations

DATE: March 1, 2021

SUBJECT: Summary of Tentative Agreement with OPEIU Local 600, Inspectors

The purpose of this memo is to provide background information regarding the collective bargaining that has taken place between the Authority and OPEIU Local 600 for a successor agreement to the contract that expired on June 30, 2018. The proposed successor agreement would cover July 1, 2018 to June 30, 2021. Further, this memo details of the terms and conditions of employment for the proposed Local 600 Agreement that are within the parameters established by the Fiscal and Management Control Board in the current agreement with the Carmens' Union ATU Local 589.

In October 2020, the Authority reached a tentative agreement with OPEIU Local 600 regarding the terms and conditions of employment for a successor agreement that is within the parameters established by the agreement with the Carmens' Union Local 589 in December 2016. The Carmens' Union agreement extended the contract term for three (3) years and provided 4.5% increase to base wages through June 30, 2021.

Accordingly, the Local 600 agreement includes the three-year duration of agreement, as well as the 4.5% increase to base wages. Further, this contract includes a wage reopener should another Union on the property receive an award or an agreement in excess of the 4.5% increase to base wages. The tentative agreement required Local 600 to vote for ratification, passed overwhelmingly ratified in December 2020.

Subsequently, Arbitrator James Litton issued his Opinion and Award, dated January 5, 2021, which establishes the terms of the collective bargaining agreement between the Authority and MBTA Executive Union, USW, Local 9501, including a 6.0% increase to base wages over a three-year duration. As stated in my memo to you, Summary of Interest Arbitration Award with the MBTA Executive Union, USW, Local 9501, the rationale for the wage increase was that it would be virtually impossible to recreate the precise pattern of wage raises of Local 589. Further, the precise value of the job protections obtained by Local 589 at the cost of deferred wages and

the sacrifice of certain benefits is impossible to calculate. As a result of this rationale, the Authority effectively has Union agreements with two different wage parameters:

- 1) The pattern based on the fiscal parameters established by prior to Arbitrator Litton's Award (*4.5% increase to base wages over a three year duration*);
- 2) The patterned based on the fiscal parameters established by Arbitrator Litton's Award (*6.0% increase to base wages over a three year duration*).

The language the parties agreed to requires the Authority notify the Union of any award in excess of the agreed to wages and reopen the across the board wage increases of this Agreement, which occurred in January 2021. Subsequent to further discussions, Local 600 elected to move forward with the agreement ratified in prior to the award by Arbitrator Litton for Local 9501, inclusive of the reopener language.

The Authority's goal of fiscal discipline is achieved by changing the overtime calculation to being based on forty hours worked in a week instead of the current practice of the overtime rate of time and a half being in excess of eight hours of work on the day.

Further, the tentative agreement includes other benefits that are in accordance with the collective bargaining parameters established by the FMCB for the Local 589 agreement:

- 1) Health/Dental and Life Insurance- Increase contributions to the Health and Welfare Fund by \$400.00 annually, retroactive to July 2018;
- 2) Bereavement Leave- Increased from 3 days to 5 days per qualified event;
- 3) LEAN Safety & Productivity Committee;
- 4) Paid Parental Leave- Ten (10) Days per year in the event of birth, adoption, or foster care placement of a child with an employee;
- 5) Duration- Three year agreement which will expire June 30, 2021;
- 6) Personal and Vacation Leave- Increased access to vacation leave to employees with ten years of service with no pattern of attendance issues
- 7) Clothing Allowance- Increased clothing allowance with updated safety requirements

Accordingly, the agreement Local 600 ratified in December 2020, which includes a 4.5% increase to base wages over a three-year duration is the agreement that the FMCB will be voting on in public on March 8, 2021. The complete tentative agreement can be reviewed in Appendix A, attached to this memo. Please feel free to connect me with any questions or request for further details.

APPENDIX A:
Term Sheet
Between the Massachusetts Bay Transportation Authority
&
Office and Professional Employees International Union Local 600

Salary Adjustments: ATBs:

- Effective July 1, 2019 0.5%
- Effective June 30, 2020 2.5%
- Effective December 1, 2020 1.5%

Re-Opener:

In the event that any other Union at the Authority negotiates, is awarded, or otherwise receives any wage increases in excess of the total of wage increases set forth in this Agreement, the Authority shall immediately notify the Union and the parties shall, at the request of the Union, reopen the across the board wage increases of this Agreement for further bargaining.

Duration

The term of the Agreement shall be from July 1, 2018 through June 30, 2021. All provisions shall be effective the date of the formally executed MOU, unless otherwise noted.

Overtime

Delete time & one-half after 8 hours of work and replace with time & one-half for “time worked” in excess of 40 hours per week.

No employee shall be entitled to overtime pay prior to 40 hours worked per week. Hours worked includes actual time worked, scheduled, report, and guaranteed time, extra detail time, bereavement leave, vacation time, holiday pay, call-back/recall time, jury duty, formally documented injury-on-duty, time spent in order to see a medical provider at the Authority’s request, military leave, time for union business, personal days, paid personal leave, parental leave, in-patient hospitalization, and any court appearance requested by the Authority.

Notwithstanding the above, an employee who works any time on his/her second scheduled day off who has worked any time on his/her first scheduled day off shall be

paid double time for any time worked on his/her second scheduled day off regardless of whether he/she is entitled to overtime pay for work on his/her first scheduled day off.

Notwithstanding the 1st paragraph above, any employee doing snow work or performing any not regularly scheduled work who finishes the assignment or is relieved at 2:00 A.M., or later, shall be provided with transportation home or be paid his regular hourly wages, snow rate, or overtime rate as the case may be, up to the first car or train in the morning.

New Classification

Add new job classification of Coordinating Inspector to recognition clause

Rating List

Amend section to include the Coordinating Inspector classification and add the following language: Each employee in that department and job classification of each rating station, shall select separately based on his/her seniority (the most senior, selecting first): 1) work days; 2) days off; 3) vacations; and 4) holidays.

Payroll

- The Payroll week shall be Sunday through Saturday.
- Pay shall continue to be bi-weekly

Bereavement Leave

Amend Bereavement Leave to increase the number of paid days from 3 to 5, add mother or father of the employee's child to list of subject relatives, and change dependent relatives to relatives living in employee's home to relatives with whom the employee lives.

Personal Leave

Amend Personal Leave to delete sick leave requirements and replace with employee being free of attendance-related discipline in the prior calendar year.

Vacation Leave

There shall be no change to the parties' current established practices concerning the selection of work days, days off, vacations, and holidays except that during the annual vacation selection, in addition to selecting fifteen (15) individual vacation days, employees may also select one full week of vacation.

Members who have four weeks of vacation may take one vacation day in half-day increments and members with five weeks of vacation may take two vacation days in half-day increments subject to management approval provided the employee requests such half-day leave at least 21 calendar days before the requested leave. Such request shall be approved or denied within 7 calendar days of the request. If the request is denied the reasons for the denial shall be set forth/communicated as well. If the Authority neither approves nor denies the request within the 7 calendar days allowed, the leave is approved. Additionally, employees who have a one-day or greater suspension on their record for violation of the Attendance Policy will not be eligible to take any vacation days in half-day increments.

Parental Leave

Employees shall be entitled to up to ten (10) days of paid parental leave in the event of the birth, adoption, or foster care placement of a child with an employee, in accordance with the Authority's Parental Leave Policy.

Clothing Allowance

Effective June 30, 2021, increase biennial voucher to \$1600. Effective immediately, add the following:

- 511 High visibility Reversible winter jackets # 48037
- Zip up long sweater S. A. I. #6798
- Winter insulated boots Bates #2488 or 5.11 # 485
- Winter gloves Rothco #3559/ Winter mittens G.F. P. #485
- Neck warmers Rothco #5570
- Neoprene winter masks Rothco #5510
- Thinsulate coveralls
- Dri-fit polo shirts
- Cargo pants

Labor-Management Committee

The parties' shall create a Committee, the purpose of which is to identify more productive methods for the T's operations, better safety practices, and to discuss any other issues arising between the parties. The Committee shall not be a substitute for collective bargaining or the grievance procedure. Neither shall it be a substitute for any other safety committee, already in existence or later established by the parties, to discuss and resolve safety issues on a basis smaller than the bargaining unit.

The Committee shall be comprised of the T's Director of Labor Relations and the Union's President, along with two (2) representatives selected by the Authority and two (2) representatives selected by the Union.

The Committee shall meet quarterly, on the second Wednesday of the following months: March, June, September and December, during the work time of the Union's representatives, who will be released from their bargaining unit work in order to attend the meeting. If either the Director of Labor Relations or the Union's Business Agent is unable to attend, the meeting shall be rescheduled to a date that month at which both will be present.

Health & Welfare

Effective July 1, 2018, the Authority's contributions to the Transit Employee's health and Welfare Fund will increase by \$400 per year, per active and retired participant, provided they remain in good standing with the union. The additional contribution shall be used for the exclusive benefit of the participants as directed by the Trustees. Such benefit may include reimbursement of employee contributions to newly established benefit programs under the Fund. It may not be used, however, to reimburse employee co-pays or deductibles from the GIC. This Authority contribution shall continue and be made on July 1 of each succeeding year.

PFMLA

The Union's grievance of October 15, 2019 concerning Paid Family Medical Leave (PFMLA) is held in abeyance.