

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND THE  
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
UNITS 1, 3, and 6  
FOR A  
SUCCESSOR AGREEMENT**

**July 1, 2020, through June 30, 2023**

**Article 3 Union Security  
Section 2**

**An employee may consent in writing to the authorization of the deduction of union dues from their wages and to the designation of the union as the recipient thereof and may withdraw such consent in accordance with the terms of the membership and dues deduction agreement between the employee and the Union and with the laws of the Commonwealth. Such consent shall be in a form acceptable to the Office of Employee Relations and shall bear the signature of the employee. Said form may be completed online as an electronic form, or completed, printed, and shall be sent to the appropriate agency human resources officer. An employee may withdraw his/her dues check-off authorization by providing notice in writing to the Office of Employee Relations, and the union will be notified immediately of such request to withdraw union dues authorization.**

**Article 8 Leave  
Section 14 Paid Family Medical Leave (PFML) (New Section)**

**A. Leave granted under the Paid Family Medical Leave Act, M.G.L. c. 175M, which does not otherwise qualify for leave under the FMLA or this Article, shall be used concurrently with the leave granted by this section, to the extent that such leave exceeds the twelve (12) weeks of leave granted by the Federal Law/FMLA.**

**Article 10 Holidays**

**Section 1**

The following days shall be holidays for employees:

New Year's Day  
Martin Luther King Day  
President's Day  
Patriot's Day  
Memorial Day

**Juneteenth National Independence Day**  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

## **Article 12 Salary Rates**

### **Section 1**

The following shall apply to full-time employees:

**A. Effective the first full pay period in July 2020, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two and one-half percent (2.5%) increase in salary rate.**

**B. Effective the first full pay period in July 2021, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.**

**C. Effective the first full pay period in July 2022, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a two percent (2%) increase in salary rate.**

**D. All employees who are currently active upon the date of signing of this MOU, will receive a one-time COVID Recognition Payment of one and one-half percent (1.5%) of their base salary. (A minimum amount of \$1,000 shall be set for the one-time payment.)**

*The following section is not for inclusion in the published Collective Bargaining Agreement:*  
**NAGE acknowledges that the 0.5 percent increase referenced above fully satisfies and fulfills any and all obligations that the Commonwealth has or may have to it or its members pertaining to PFML contributions. Specifically, NAGE hereby waives its rights to assert, and hereby relinquishes any and all claims, whether pending or to be brought, regarding the Commonwealth's obligation to bargain over the amount of the PFML contributions to be paid by its members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October 2019 or to be paid by its members at the maximum allowable employee contribution rate determined by the Department of Family and Medical Leave (DFML), including but not limited to the financial remedy ordered by the Commonwealth Employment Relations Board in the matter SUP-19-7599.**

**Notwithstanding the above, in the event that the DFML establishes a PFML contribution rate for which the maximum allowable employee share exceeds 0.5 percent, upon request by the Union, the parties shall bargain over the impact of that contribution rate.**

**In addition, in exchange for the Commonwealth withdrawing the matter pending on appeal with the Appeals Court, the parties will submit the attached Joint Motion to Vacate Decision to the CERB.**

**Section 4**

A. Under the terms of this Agreement, an employee shall advance to the next higher salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her Appointing Authority. An employee shall progress from one step to the next higher step 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 anniversary date.

B. In the event an employee is denied a step rate increase by his/her Appointing Authority, he/she shall be given a written statement of reasons therefore not later than five (5) 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.**

**Article 30 Duration**

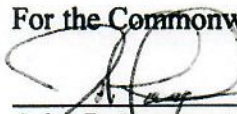
This Agreement shall be for the three-year period from **July 1, 2020 to June 30, 2023** and terms contained herein shall become effective on **July 1, 2020** unless otherwise specified. It is expressly understood and agreed upon that subject to ratification by the Units 1, 3, & 6 Membership, the predecessor collective bargaining agreement shall be voided and superseded by all aspects of this collective bargaining agreement.

For the Union:

  
David J. Holway, National President

7/20/2021  
Date

For the Commonwealth:

  
John B. Langan, Director  
HRD/Office of Employee Relations

7/20/21  
Date

For the Union:

Theresa McGoldrick

Theresa McGoldrick, President  
Local 207

7/20/2021

Date

For the Commonwealth:

Marianne Dill

Marianne Dill, Assistant Director  
HRD/Office of Employee Relations

7/20/21

Date

For the Union:

John Mann

John Mann, President  
Local 292

7/20/2021

Date

For the Union:

Christopher Cook

Christopher Cook, President  
Local 282

7/20/2021

Date

For the Union:

Leo W. Munroe

Leo W. Munroe, President  
Local 219

7/20/2021

Date