

**Washington Metropolitan Area Transportation Authority
Board Action/Information Summary** Action
 InformationMEAD Number:
99705Resolution:
 Yes No**PURPOSE**

To request that the Board of Directors to approve the negotiated Memorandum of Understanding and Stipulation for Amendment to Interest Arbitration Award with the Fraternal Order of Police (FOP) settling the Fair Labor Standards Act (FLSA) claims of the K-9 officers.

DESCRIPTION

Subsequent to the 2004 collective bargaining and interest arbitration process with FOP, a FLSA-grounded claim made by the K-9 officers seeking overtime compensation for time spent at home caring for the assigned canine. An agreement was reached with the FOP and approved by the neutral chairman resolving the dispute by amending the interest arbitration award.

FUNDING IMPACT

The retroactive lump sum payment of \$105,887 to resolve the claims will be absorbed in MTPD's labor budget for FY07. The prospective practice granting 3.5 hours per week compensatory time for at-home dog care will not be backfilled thus engendering no additional costs.

RECOMMENDATION

That the WMATA Board of Directors approve the attached resolution authorizing the Acting General Manager to implement the Memorandum of Understanding and Stipulation for Amendment to Interest Arbitration Award.

FACT SHEET ON MEMORANDUM OF UNDERSTANDING
AND
STIPULATION FOR AMENDMENT TO INTEREST ARBITRATION AWARD
BETWEEN WMATA AND FOP

- PARTIES IN AGREEMENT:** Washington Metropolitan Area Transit Authority and Fraternal Order of Police/Metro Police Labor Committee (FOP)
- CONTRACT PERIOD:** The current Collective Bargaining Agreement covers the period January 1, 2005 through December 31, 2007.
- THESE NEGOTIATIONS:** This Memorandum of Understanding and Stipulation for Amendment of Interest Arbitration Award resolves the FLSA grounded grievance request for overtime compensation for at home care of the canines covering the past 24 month period.
- AMENDMENT FEATURES:**
1. K-9 Officers will receive a lump sum payment of \$105,887 to cover retroactive compensation for care of the canine at home for the period October 1, 2004 through October 31, 2006.
 2. Effective November 1, 2006, K-9 Officers will receive 20 minutes of compensatory time per day for at home dog care or 3.5 hours per week as calculated under the contract.
 3. The \$1.00 per hour tech differential for K-9 Officers expires December 31, 2007 subject to collective bargaining.

RATIONALE FOR ADOPTION OF MEMORANDUM OF UNDERSTANDING

This disposition resolves the K-9 officers class action grievance and settles any and all FOP FLSA claims against the Authority including claims for liquidated damages and attorney's fees.

PRESENTED & ADOPTED:

SUBJECT: GRIEVANCE SETTLEMENT TO AMEND INTEREST ARBITRATION AWARD

PROPOSED
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

WHEREAS, A majority of the Metro Transit Police Officers of the Metropolitan Area Transit Authority are represented for purposes of collective bargaining by Fraternal Order of Police/Metro Police Labor Committee; and

WHEREAS, The current Labor Agreement covering the wages, hours and working conditions of these employees covers the period January 1, 2005 through December 31, 2007, and was the product of interest arbitration; and

WHEREAS, The K-9 Officers have filed a class action grievance with the Authority seeking overtime compensation for time spent caring for their assigned canine(s) at home under the principles of the Fair Labor Standards Act; and

WHEREAS, The terms of the Memorandum of Understanding and Stipulation for Amendment to Interest Arbitration Award are attached hereto and described in the attached fact sheet; and

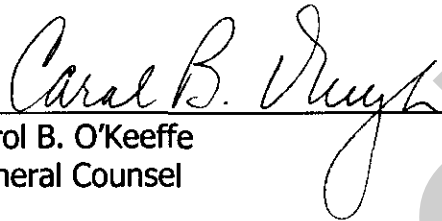
WHEREAS, The neutral Chairman of the Interest Arbitration Board approved these terms on October 17, 2006; now, therefore be it

RESOLVED, That the Board of Directors approve the Memorandum of Understanding and Stipulation for Amendment to Interest Arbitration Award reached between the Authority and the Fraternal Order of Police covering the K-9 officers' compensation for at-home care of assigned canines; and be it further

RESOLVED, That the Acting General Manager is authorized to implement the Memorandum of Understanding and Stipulation for Amendment to Interest Arbitration Award resolving this matter; and be it finally

RESOLVED, That this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Carol B. O'Keeffe
General Counsel

Proposed

**MEMORANDUM OF UNDERSTANDING
and
STIPULATION FOR AMENDMENT TO INTEREST ARBITRATION AWARD**

The Washington Metropolitan Transit Authority (WMATA) and the Fraternal Order of Police/Metro Transit Police Labor Committee (FOP) are parties to a collective bargaining agreement (CBA) covering the period January 1, 2005 through December 31, 2007. This CBA was the product of an interest arbitration award rendered by a panel chaired by neutral M. David Vaughn which inter alia made certain economic provisions retroactive to October 1, 2004. However, it is undisputed that the subject of K-9 officers' compensation was neither a subject of collective bargaining in 2004-2005 nor litigated in the Vaughn interest proceeding under the terms of the Compact. The parties hereto now wish to resolve a subsequent contract grievance filed by the FOP and the canine (K-9) officers which specifically seeks wage compensation for the time spent providing care to the canine while off duty and at home. It is clear that the parties are in dispute whether the CBA presently provides K-9 officers with compensation for this canine care at home. WMATA contends that under Article 36 Section 6 of the CBA officers currently receive extra compensation of \$1.00 per hour for each hour worked expressly providing reimbursement for care of the assigned dog at home. To the contrary, the FOP contends that the contract language is clear; this \$1.00 per hour payment is a skill differential entirely unrelated to home dog care duties. Notwithstanding this disagreement, the parties have reached a compromise solution to

their differences and to the grievance filed by the FOP in November 2005 which is set forth below, but is without prejudice to their respective divergent positions, which will be left for final resolution in collective bargaining in the 2007 round.

The parties agree that WMATA pays, and has paid, for the cost of the dog food and other supplies, home dog kennel, necessary veterinarian services as well as boarding services when the officer is away from home. In addition, WMATA provides the K-9 officers with specially equipped police cruisers to transport the dog to and from work with gas, oil, insurance and maintenance paid for by WMATA. It is also true that every third Wednesday, K-9 officers are free from their regular duty assignments to train the assigned dog. Finally, this array of valuable considerations inure to the mutual benefit of WMATA and the K-9 officers and the parties' stipulation regarding these matters will continue in place for the balance of the 2005-07 CBA.

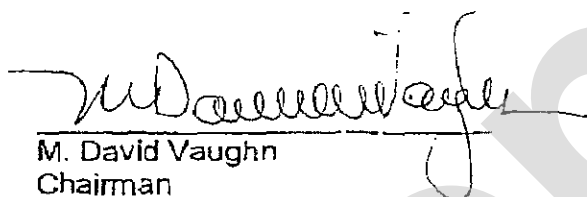
To resolve amicably the present controversy, the parties compromise and agree that effective November 1, 2006 each K-9 officer will be provided 3.5 hours of compensatory time for purposes of caring for the canine assigned to his/her care at home for each week of such service. This 3.5 hours of compensatory time (20 minutes each day computed at time and one-half) is meant to compensate K-9 officers for all of their at home dog care activities each week. Any additional compensatory time to be claimed by the K-9 officer for time spent beyond this amount of time must be specifically authorized in writing in advance by appropriate MTPD management officials. WMATA will continue the \$1.00 K-9 differential until the expiration of the current CBA when the entire matter will be open for full collective bargaining as set forth above.

For the retroactive period October 1, 2004 through October 31, 2006, and in resolution of the FOP's grievance and in accordance with §7(g)(2) of the FLSA, WMATA shall provide the Union, through the Union's attorneys Woodley & McGillivray, a lump sum settlement amount of \$105,887.00 to distribute to bargaining unit employees participating in the grievance. This lump sum covers all backpay, liquidated damages interest and attorneys' fees and costs owed to the grievants for the matters asserted in the grievance. The Union shall determine how to distribute the lump sum amount among the grievants participating in the grievance.

WMATA shall make the lump sum payment of \$105,887.00 to the law firm of Woodley & McGillivray at Suite 400, 1125 15th Street, N.W., Washington, D.C. 20005 by an electronic funds transfer or a single check made payable to Woodley & McGillivray on or before **November 30, 2006**. Woodley & McGillivray on behalf of the Union will be responsible for distributing to each grievant his/her respective share of the lump sum amount. The parties agree that this Settlement Agreement does not determine the amount of any income tax or any other taxes for which the grievants or beneficiaries may be liable now or in the future as a result of this Agreement. The Union agrees that its individual members will be responsible for any tax liability arising from the payment of the amounts set forth in the settlement. After making any distribution to the grievants or their beneficiaries, Miscellaneous Income Forms will be submitted by Woodley & McGillivray on behalf of the Union to the Internal Revenue Service (IRS) for each grievant or beneficiary. Woodley & McGillivray on behalf of the Union will be responsible for distributing Miscellaneous Income Form 1099s to the grievants

reflecting the settlement amounts paid to each of them. These tax forms will be sent in accordance with Federal Tax regulations.

The foregoing comprise understandings are meant to resolve any and all claims of the K-9 officers related to compensation for taking care of their assigned canines at home for the time period covered by the November 2005 grievance and this settlement agreement. This memorandum of understanding supercedes any provisions of the CBA to the extent that they are in conflict with the terms set forth above; and this disposition will be immediately presented to the Interest Arbitration Chairman David M. Vaughn for his ratification. The parties jointly stipulate to this Amendment to the Interest Arbitration Award to be effective upon execution by the undersigned and approval by WMATA's Board of Directors pursuant to the provisions of the Compact.


M. David Vaughn
Chairman

17 OCTOBER 2006
Date


For Washington Metropolitan Area
Transit Authority

10-17-06
Date


For Fraternal Order of Police/MTPD Labor Committee

10.17.06
Date