Washington Metropolitan Area Transit Authority Board Action/Information Summary

Action O Information	Document Number: 209830	Resolution:
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Presentation Name:

689 Negotiations Board MEAD Information

Project Manager:

Mike Levy

Project Department:

People, Culture and Inclusion

Purpose/Key Highlights:

Request Board approval of the contract settlement between WMATA and Local 689, ATU including the economic terms for FY2025 – FY2028, for the contractual year 2024-2028 Collective Bargaining Agreement between Metro and Local 689, ATU and authorizes the General Manager & Chief Executive Officer to execute a new Collective Bargaining Agreement.

The agreement covers the four years between July 1, 2024 and June 30, 2028. The agreement provides a Cost of Living Adjustment (COLA) for contract years 2, 3, and 4, making a maximum combined total wage (GWI and COLA) up to an increase of 5.0% in a year. Employees hired on or after January 1, 2010 will now be covered under the Transit Employees' Health and Welfare Plan upon retirement. There were enhancement to the health benefits for all employees, to include enhanced sick and vacation leave usage for new and existing employees. The agreement also establishes hours of service limits for continued operational safety.

Interested Parties:

Local 689, ATU

Background:

The Washington Metropolitan Area Transit Authority (the "Authority") and Local 689 (the "Union"), hereby agree to amend the existing collective bargaining agreement (the "CBA") between the parties will be amendable on July 1, 2024 as set forth herein.

This agreement is contingent upon ratification by the Authority Board of Directors. References to sections and subsections are to those contained in the CBA. All amendments are to be effective on the date of ratification by both parties, unless otherwise indicated. All sections and subsections not affected by these amendments are to continue in effect without change.

Discussion:

The parties agreed to the wages, benefits and working conditions for the 2024 – 2028 period which led to settlement. The attached fact sheet summarizes the significant provisions set forth in the settlement agreement dated August 15, 2024. The settlement agreement covers basic economic terms for FY2025 – FY2028, as well as wage increases, post-retirement health benefits, elimination of the employee work train and establishes additional system efficiencies and enhances operational safety. The agreement states that Local 689 will not receive a general wage increase for contract year 1 (July 1, 2024 to June 30, 2025), a 3.0% general wage increase effective July 1, 2026, a 3.5% general wage increase effective July 1, 2027.

Funding Impact:

The four-year net financial impact of the agreement is estimated at \$ 104.6 million, including General Wage Increase (GWI) of 0 to 3.5 percent is \$84.3 million, increased health benefits to include post January 1, 2010 retiree health plan at \$6.8 million, and other adjustments totaling \$13.5 million.

Previous Actions:

N/A

Next Steps:

A new CBA will be developed at the conclusion of this period.

Recommendation:

Approval to: accept the WMATA and Local 689, ATU contract for FY24-FY28, and authorize the GM&CEO to execute a new CBA

Proposed ATU Local 689 Agreement

















Metro Mission, Vision, Goals, Objectives and Values Integrating Reliability, Compliance and Efficiency

Mission: Your Metro-Connecting you to possibilities

Vision: The region's trusted way to move more people safely and sustainably



Departments and Offices

Cost Management, Operational Safety, Recruitment and Retention, and Increased Efficiency

Purpose

Core Business Unit
Objectives

Responsibility and Contribution to Metro's Mission, Vision, Goals and Objectives, and Values



Terms of the Agreement

Cost Management

General Wage Increase

Cost of Living Adjustment (maximum 5%, including GWI)

Reduced period of eligibility for job placement when deemed disqualified

Operational Safety

Limit hours worked that aligns with industry standards

Bonus vacation days for new hires with no attendance or safety violations

Recruitment & Retention

Post January 1, 2010, hires to receive retiree health benefits

Enhanced health benefits (e.g., dental, vision and hearing)

Paid sick leave from day one (no 3-day waiting period)

Increased System Efficiency

Eliminate Work Train increases rail maintenance productivity

Double disciplinary points for employees who do not call in

Work rules flexibility



Cost Management

General Wage Increase

Wage Increase	Effective Date
0.0%	July 1, 2024
3.0%	July 1, 2025
3.0%	July 1, 2026
3.5%	July 1, 2027

- No Cost of Living Adjustment (COLA) for contract year 1 (July 1, 2024 – June 30, 2025).
 For contract years 2, 3, and 4, COLA plus GWI not to exceed 5.0%
- Reduce eligibility period for job placement when deemed disqualified

Operational Safety

- Limit hours of work to be consistent with industry APTA standard; responds to Corrective Action Plans (CAP)
- New employees will be eligible to earn 1 vacation day for each calendar quarter of employment with perfect attendance and no safety infractions

Recruitment and Retention

- Employees hired after January 1, 2010, will be covered under the Transit Employees' Health and Welfare Plan (the "Plan") and pay 35% of required contributions for retiree health coverage. An ATU retiree health trust fund of \$31M of verified liquid unencumbered assets will be transferred to WMATA Plan.
- Enhanced dental, hearing and vision benefits.
- Eliminate 3-day waiting period for use of sick leave. Creates a more modern and flexible work environment that will also manage OT needs and cost.

Increased System Efficiency

- The employee work train will be eliminated; increase rail maintenance productivity.
- Number of points necessary to be separated from the organization is reduced from 24 to 20 points. Employees who are tardy, but who fail to call in prior to the start of their shift receive double infraction points which could contribute toward more swift disciplinary action. This increases individual accountability and helps employees attendance is better ensure managed to ensure service delivery and manage labor costs.
- Miscellaneous work rules (example picks, light duty, etc.).

Questions?

Washington Metropolitan Area Transit Authority



SUBJECT: APPROVAL OF LOCAL 689, AMALGAMATED TRANSIT UNION, COLLECTIVE BARGAINING AGREEMENT

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

WHEREAS, Resolution 2011-30 requires approval of the Board of Directors for all collective bargaining agreements (CBA); and

WHEREAS, The 2020-2024 CBA between WMATA and Local 689, Amalgamated Transit Union (Local 689) expired on June 30, 2024; and

WHEREAS, WMATA and Local 689 negotiated and agreed to the terms of a new CBA for 2024-2028 (2024-2028 CBA), the material terms of which are shown in Attachment A;

NOW, THEREFORE, be it

RESOLVED, That the Board approves the 2024-2028 CBA between WMATA and Local 689 that contains the material terms shown in Attachment A; and be it further

RESOLVED, That the General Manager and Chief Executive Officer is authorized to execute the 2024-2028 CBA; and be it finally

RESOLVED, That, in accordance with Compact § 8(b), this Resolution will be effective in thirty (30) days.

and General Counsel

Reviewed as to form and legal sufficiency,

/S/					
Patricia Y.	Lee				
Executive	Vice	President,	Chief	Legal	Officer

WMATA File Structure No.: 14.2 Collective Bargaining Agreements

FACT SHEET

TENTATIVE AGREEMENT BETWEEN WMATA AND LOCAL 689, ATU

PARTIES TO AGREEMENT: Washington Metropolitan Area Transit Authority and

Local 689, ATU

CONTRACT PERIOD: July 1, 2024, through June 30, 2028

MAJOR CONTRACT FEATURES:

Cost Management

General Wage Increase	Wage Increase	Effective Date	
	0.0% 3.0% 3.0% 3.5%	July 1, 2024 July 1, 2025 July 1, 2026 July 1, 2027	

Cost of Living Increase (COLA)

No COLA for contract year 1 (July 1, 2024 – June 30, 2025). For contract years 2, 3, and 4, COLA shall be paid only if the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) exceeds general wage increase for the relevant year up to a maximum combined total increase of 5.0% (i.e., cap of 5% includes the relevant year's GWI and any COLA).

Reduced Job Placement Period

Reduced eligibility period from 3 years to 18 months for job placement when deemed disgualified.

Operational Safety

Limit Hours Worked

Establish hours of service limit. No Bus or Rail operator shall be permitted or required to be on-duty more than 14 consecutive hours without a minimum of 10 consecutive hours off-duty. On-duty time shall be defined as all elapsed time between first report to time of final release for the day.

Bonus Vacation Day

New employees will be eligible to earn 1 vacation day for each calendar quarter of employment with perfect attendance and no safety infractions.

Recruitment and Retention

Health and Welfare

All employees hired on or after January 1, 2010, shall be covered under the Transit Employees' Health and Welfare Plan (the "Plan") as soon as reasonable after the transfer of verified liquid and unencumbered assets of not less than \$31 million from the Transit Employees' Retiree Health Fund to the Plan. Effective the first pay period (or as soon as reasonable) following ratification by the Local 689 membership and approval by the WMATA Board of Directors of the MOU, the one percent (1%) of gross payroll deducted pursuant to Section 2(b)(k) of the Plan shall be eliminated. After retirement, post-2010 hires pay thirty-five percent (35%) of required contributions for retiree health coverage. (Entire deal contingent on verification of the assets of the Transit Employees' Retiree Health Fund and the ability to transfer such assets to the Transit Employees' Health and Welfare Plan.)

Enhanced dental, hearing, and vision benefits.

Paid Sick Leave

Eliminate 3-day waiting period for use of sick leave.

Increased System Efficiency

Elimination of Work Train

The employee work train will be eliminated. All Station Managers scheduled to open/close mezzanines with no WMATA owned/controlled parking available to Station Managers will receive a stipend of two hundred dollars (\$200) per month. Parking spaces will be made available to Station Managers where WMATA does own or control parking.

Attendance

Employees who are tardy, but who fail to call in prior to the start of their shift receive double the number of points. Number of points necessary for discharge is reduced from 24 to 20 points.