



**Massachusetts Bay  
Transportation Authority**

**Carmen's Union  
Local 589**

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**Contract Authorization 2021-2023**

# 2021 Bargaining Cycle

## Local 589 Tentative Agreement Summary

The terms of the Agreement with Local 589 establish the fiscal parameters for the rest of the MBTA Unions. Collective bargaining with Local 589 started in July, following the expiration of the previous agreement on June 30, 2021.

Tentative agreement was reached on October 6, 2021 and subsequently ratified on December 12, 2021 with the following terms:

- 2 Year Contract Duration through June 30, 2023
- 2.5% Wage increases effective July 2021 and July 2022
- One time Pandemic Pay of \$2,000
- One time Diversion Payment of \$2,500 that permits contracting for increased diversion routes for Capital Delivery
- Juneteenth National Independence Day Recognition
- Ability to provide a hiring bonus at the Authority's discretion
- Creation of Special Routes for cost efficient usage of part-time operators
- Clarifications on the roster work selection process

## Fiscal Impact

Under the Agreement, the Union's membership would receive up to a total of approximately \$27.7M in new or additional compensation assuming a Bargaining Unit headcount of 3297 FTE. This funding is primarily supported through relief available in subsidized revenues from the Federal government through the CRSAA and ARPA bills to replace the loss of fare revenue.

Fiscal Proposal	FY 2022	FY 2023	2 Year Total Contract Cost
Wage Increase	\$ 6,337,591.73	\$ 6,496,031.52	\$ 12,833,623.25
Pandemic Pay	\$ 6,594,000.00	\$ -	\$ 6,594,000.00
Bus Diversion	\$ 8,242,500.00	\$ -	\$ 8,242,500.00
			\$ 27,670,123.25



# Fiscal Parameters

- Two 2.5% increases over the next two fiscal years
- This rate would increase Union wages by approximately \$12.8M over the next two fiscal years assuming the Bargaining Unit headcount remained at 3297 FTE
- Fare revenue and OSR during the pandemic decreased well over 50% and that money was replaced with Federal funds from the CRSAA and ARPA bills from Congress.
- All of these dollar's, fund increases in pay and other operating expenses.

Date of Increase	Amount of Increase
July 2021	2.5%
July 2022	2.5%

	FY2021	FY2022	FY2023	Total Increase
<b>Payroll Cost</b>	\$ 253,503,669.10	\$ 259,841,260.82	\$ 266,337,292.35	
<b>Increase from Previous FY</b>		\$ 6,337,591.73	\$ 6,496,031.52	\$ 12,833,623.25



# Impact to Classifications

L589 Positions	Current Max	Current Max Base	Contract End Max	Contract End Base	Hourly Difference	Annual Difference
Operator, Surface	\$ 38.44	\$ 79,945.79	\$ 40.39	\$ 84,011.20	\$ 1.95	\$ 4,065.41
Motorperson	\$ 39.97	\$ 83,133.81	\$ 41.99	\$ 87,339.20	\$ 2.02	\$ 4,205.39
Motorperson, Streetcar	\$ 38.82	\$ 80,748.37	\$ 40.78	\$ 84,822.40	\$ 1.96	\$ 4,074.03
Repairer, Rail	\$ 44.68	\$ 92,943.11	\$ 46.95	\$ 97,656.00	\$ 2.27	\$ 4,712.89
Laborer, Track	\$ 35.04	\$ 72,878.64	\$ 36.81	\$ 76,564.80	\$ 1.77	\$ 3,686.16
				<b>Average Increase</b>	<b>\$ 1.99</b>	<b>\$ 4,148.77</b>

- Tentative agreement for majority of the union would result in an average hourly increase of \$1.99 by the end of the contract
- This tentative agreement would also see the majority of Union members receive an average increase of \$4,148 to their base salary by the end of the contract



# Pandemic Payment

<b>L589 Members</b>	<b>Pandemic Payment</b>	<b>Total</b>
3297	\$ 2,000.00	\$ 6,594,000.00

The Authority recognizes and appreciates the Union’s membership’s commitment and service during the COVID-19 pandemic

To demonstrate its commitment to the membership, the Authority proposed a one-time, non pensionable Pandemic Payment of \$2,000 to all Union’s members hired before July 1, 2021

This proposal would benefit all non-probationary members, and total approximately \$6.6M in payment to these employees



# Diversion Payment

As part of certain concession for further certain job protections the parties agreed that Local 589 Operators perform at least one-third of bus diversion work associated with the MBTA's expanded capital program in RFP's associated with construction projects in accordance with the Bus Diversion Side Letter signed December 19, 2016.

Under this Agreement, the Union would waive enforcement of the Authority's obligations under the "Bus Diversion Work" letter of understanding to allow the Authority two construction seasons through February 29, 2024

In exchange, the entire Union membership as of March 2022 would receive a one-time, non pensionable payment of \$2,500

In total, this proposal would result in a one-time payment of \$8.2M to approximately 3297 employees in FY' 22

<b>L589 Members</b>	<b>Diversion Payment</b>	<b>Total</b>
3297	\$ 2,500.00	\$ 8,242,500.00



# Roster Picking

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Per the language in the 2016 MOU, all rating stations would have work picked electronically, with “rostering” replacing all work selection provisions in all sections of the CBA, including Sections 220(A), 227(A), 318(A), and 425(A). The authority proposed an additional side letter agreement to further clarify the language regarding Roster Picking/Work Selection, including:

Work Selection will now be defined as beginning when the Authority’s electronic work selection program opens

Work Selection “Sheets” shall be defined as the electronic posting of available work assignments

Employees will need to be on the Active-Duty Roster and Physically Qualified seven (7) days prior to the start of the Pick

The Agreement will clarify and standardize the calendar year for vacation to be October 1 to September 30

Employees left with less than one scheduled vacation day of vacation time will be cashed out, provided that the employee will have the option of taking the balance of a picked vacation unpaid. It is understood that the cashed-out day must have been picked by the employee in order to be eligible to take the balance of the vacation unpaid



# Juneteenth Holiday Recognition

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## Juneteenth Holiday

The Agreement replaces the current Bunker Hill Day holiday with Juneteenth in the collective bargaining agreement moving forward, as Bunker Hill Day is not a recognized holiday outside of Suffolk County

Holidays – Amend Section 118 A. by deleting “Bunker Hill Day” and adding “Juneteenth National Independence Day.”

## Personal Day Language to replace the Bunker Hill Holiday

All full-time and part-time employees shall receive two paid personal days pr year. Personal days shall be picked or otherwise used in accordance with practices in effect on July 1, 2021. Notwithstanding the above, an employee who had served a “Five-Day Suspension and Final Warning” for attendance violations, during the previous calendar year shall forfeit 1 of the 2 personal days during the current calendar year. To the extent that such a suspension straddles two calendar years, for the purposes of this section only, such suspension will be deemed to have been “served” during the year in which the discipline was issued.”





# Paid Family Medical Leave

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- The Union shall withdraw any claim regarding Authority's decision to deduct employee contributions under Massachusetts' Paid Family Medical Leave (PFML) Act.
- The Union agrees not to pursue new grievances during the course of this agreement, though it reserves its rights to bargain over contributions after the amendable date of this Agreement.



# Hiring Bonus

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The Authority, at its discretion, may offer a signing bonus, of any amount, in order to recruit new hires into the Operator classification, provided that the same bonus be offered to any incumbent Operator hired within the preceding 6 months. It is understood that such signing bonus, if any, shall be offset against the Pandemic Payment received by any incumbent employee.



# Vote Language

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## **IT IS VOTED:**

**That the General Manager is hereby authorized to enter into a Collective Bargaining Agreement with the Carmen's Union – Local 589 for the term from July 1, 2021 to June 30, 2023 and to execute any necessary or ancillary documents in the name and on behalf of the Massachusetts Bay Transportation Authority to effectuate this Agreement.**

