



**Massachusetts Bay
Transportation Authority**

Collective Bargaining Contract Authorization

Ahmad Barnes

Sr. Director, Labor Relations

December 16, 2021

2018 Bargaining Cycle

Pattern Bargaining

The Authority proposed wages based on the pattern set by its contract with Local 589 in 2016, which was subsequently adopted by four other Unions. Steelworkers- Local 9501 proposed both higher annual increases, which led to a binding arbitration to settle the parties differences. In January 2021, Arbitrator Litton awarded a compromise for general wage increases, while denying the Union's compensation structure and supervisor differential proposals.

Terms of Award

- 3 Year Contract Duration through July 1, 2018-June 30, 2021
- 6% Wage Increase
- \$400 Health and Welfare Trust Fund contribution per FTE
- Overtime rate paid after 40 hours of work
- Increase Bereavement Leave to 5 Days
- 10 Days of Paid Parental Leave

Unions Pending Board Approval

There are 6 Unions that will require the Board of Directors authorization for the 2018 Collective Bargaining Cycle. Listed below are the remaining contracts open contracts

***Alliance of Unions**

***Local 6**

Building & Construction Trades

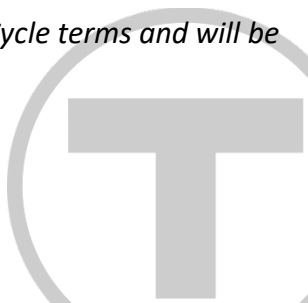
Local 69- Plumbers

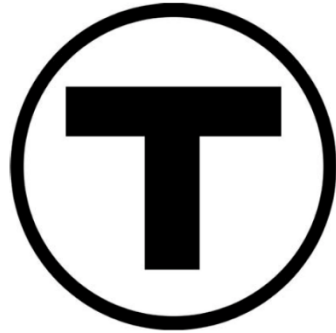
MBTA Police Patrol Union

MBTA Police Sergeants Union

MBTA Police Lieutenants Union

**The Alliance of Unions and Local 6 have agreed to the 2018 Bargaining Cycle terms and will be presented in the next Board Meeting.*





**Massachusetts Bay
Transportation Authority**

Alliance of Unions

Contract Authorization 2018-2021

Alliance Tentative Agreement

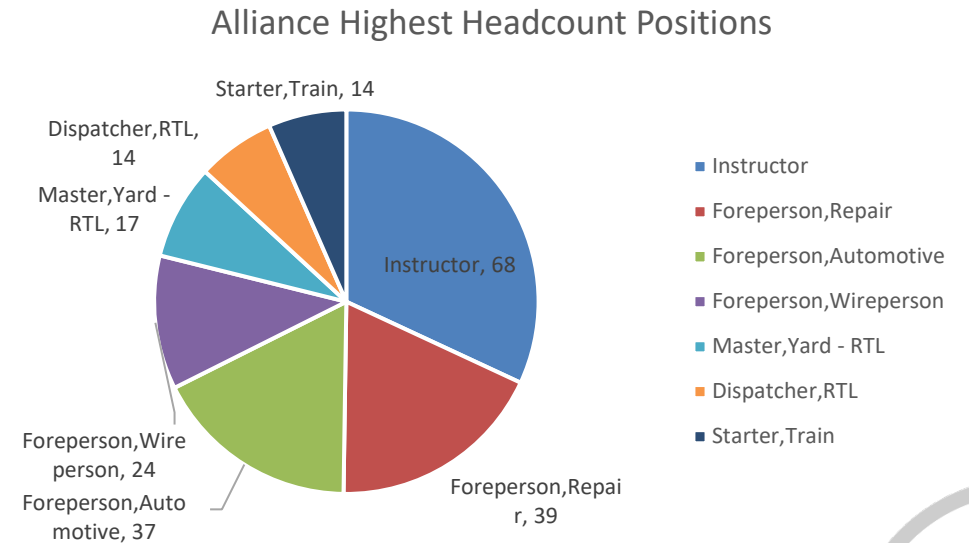
Alliance of MBTA Unions Agreement Pending Approval

The terms of the Tentative Agreement with the Alliance of MBTA Unions follow fiscal parameters for the rest of the MBTA Unions following the L589 and STW agreement and award. The tentative agreement was reached on July 21, 2021 with the following terms:

- 3 Year Contract Duration from July 1, 2018 to June 30, 2021
- 6.0% Wage increases over the course of the contract
- Increase in existing 3rd Shift Differential to Bus Maintenance Forepersons
- Expansion of Third Shift Differential to All Bargaining Unit Classifications
- 40-hour Time Worked Requirement for Overtime
- Changes in Personal, Sick, and Bereavement Leave accrual and usage
- Addition of Paid Parental Leave
- Resolution of Grievances

Fiscal Impact

Under the Agreement, the Union's membership would receive up to a total of approximately \$2.24M in new base compensation assuming a Bargaining Unit headcount of 375 FTE



Fiscal Parameters

- Four 1.5% increases over the contract
- These increases would raise the Union’s base wages by approximately \$2.24M over the course of the contract

Date of Increase	Amount of Increase
July 1, 2018	1.5%
July 1, 2019	1.5%
July 1, 2020	1.5%
December 1, 2020	1.5%

	Current Base	FY2019 Base	FY2020 Base	FY2021-A Base	FY2021-B Base	Total Increase
Base Annual Wages	\$ 36,438,937.60	\$ 36,985,521.66	\$ 37,540,304.49	\$ 38,103,409.06	\$ 38,674,960.19	
Increase from Previous FY		\$ 546,584.06	\$ 554,782.82	\$ 563,104.57	\$ 571,551.14	\$ 2,236,022.59



Impact to Classifications

Position Title	Current Max	Current Max Base	Contract End Max	Contract End Base	Hourly Difference	Annual Difference
Instructor	\$ 44.85	\$ 93,288.00	\$ 47.59	\$ 98,987.20	\$ 2.74	\$ 5,699.20
Foreperson,Repair	\$ 45.64	\$ 94,931.20	\$ 48.44	\$ 100,755.20	\$ 2.80	\$ 5,824.00
Foreperson,Automotive	\$ 45.39	\$ 94,411.20	\$ 48.17	\$ 100,193.60	\$ 2.78	\$ 5,782.40
Foreperson,Wireperson	\$ 55.47	\$ 115,377.60	\$ 58.87	\$ 122,449.60	\$ 3.40	\$ 7,072.00
Master,Yard - RTL	\$ 44.85	\$ 93,288.00	\$ 47.59	\$ 98,987.20	\$ 2.74	\$ 5,699.20
Dispatcher,RTL	\$ 45.80	\$ 95,264.00	\$ 48.62	\$ 101,129.60	\$ 2.82	\$ 5,865.60
Starter,Train	\$ 44.85	\$ 93,288.00	\$ 47.59	\$ 98,987.20	\$ 2.74	\$ 5,699.20
				Average Increase	\$ 2.86	\$ 5,948.80

- Tentative agreement for majority of the union would result in an average hourly increase of \$2.86 by the end of the contract
- This tentative agreement would also see the majority of Union members receive an average increase of \$5,948.80 to their base salary by the end of the contract



3rd Shift Differential

- Under previous bargaining agreements, only Bus Maintenance Forepersons were entitled to a differential for third-shift work
- Bus Maintenance Forepersons will differential increase from \$1.50 to 7.5% of the wage rate during the 3rd shift
- Additionally, the tentative agreement expands 3rd Shift Differential eligibility to the remaining bargaining unit classifications to \$1.50.
- Projected FY' 22 cost for the 3rd Shift Differential Benefit assuming a headcount of 375 FTE is an increase of \$203K to operating budget, which is offset by other department cost savings initiatives

Costing Projections for 3rd Shift Differential

	FY '19 Actual	FY'22 Projected
Current Differential @ \$1.50 per hour	\$79,756.80	\$84,542.21
Adjusted Differential @ 7.5%	\$183,483.65	\$194,492.73
Increased Cost to Vehicle Maintenance	\$103,726.85	\$109,950.52
Expansion of 3rd Shift to All Bargaining Unit		\$92,976.00
	Total Cost	\$202,926.52



Overtime Changes

This adjustment follows the pattern set by Local 589 and Lodge 264 in their 2016 and 2018 agreements respectively, as well as multiple other unions during this bargaining cycle.

Approved Language:

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.



Leave Accrual and Usage

- The Union's Sick Leave accrual shall be adjusted for newly hired employees
- Union employees will be eligible for one (1) personal day should they not be on a Final Warning or Above
- Bereavement Leave shall increase to five (5) days
- Additionally, the tentative agreement expands the Paid Parental Leave currently offered to Executive employees to members of the Alliance, granting up to ten (10) days of paid leave to qualifying employees



Vote Language

IT IS VOTED:

That the General Manager is hereby authorized to enter into a Collective Bargaining Agreement with the Alliance of Unions for the term from July 1, 2018 to June 30, 2021 and to execute any necessary or ancillary documents in the name and on behalf of the Massachusetts Bay Transportation Authority to effectuate this Agreement.

