

FOREWORD

The Washington Metropolitan Area Transit Authority (“WMATA”), created effective February 20, 1967, is an interstate compact agency and, by the terms of its enabling legislation, an agency and instrumentality of the Signatories: the District of Columbia, State of Maryland, and Commonwealth of Virginia. WMATA was created by the Signatories to plan, develop, finance and caused to be operated a comprehensive mass transit system for the Washington Metropolitan Area. This volume includes the provisions of the Washington Metropolitan Area Transit Authority Compact (“WMATA Compact”), followed by Congresses’ consent legislation, a history of the WMATA Compact adoption and amendments, and notes covering prior WMATA Compact language.

Congress provided its consent to the Washington Metropolitan Area Transit Authority Compact as Title III of the previously adopted Washington Metropolitan Area Transit Regulation Compact (“Transit Regulation Compact”). See, “Consent Legislation.” Generally, references in the WMATA Compact to “this Title,” mean Title III (i.e. WMATA Compact). References to “this Compact,” on the other hand, mean either the Transit Regulation Compact as a whole (e.g. Section 59: “as granted by Titles I and II of this Compact”), or the WMATA Compact (e.g. Section 76(e): “in accordance with Section 62(c) and (d) of this Compact”), depending on context.

As of this publication, the WMATA Compact has been amended seven times. “Compact History,” outlines the history of the WMATA Compact from adoption through amendment, with citations and a cross-reference table.

“Notes” contains WMATA Compact language prior to amendment. The Notes section also addresses substantive discrepancies in WMATA Compact language between the Signatories. Over the course of amending the Compact, discrepancies have developed among the versions of the WMATA Compact published by the District of Columbia, Maryland and Virginia. Substantive discrepancies between the Signatories are ineffective, and are not included in the WMATA Compact provisions herein. Instead, the substantive discrepancies are presented in Notes. In contrast, minor discrepancies do not preclude Congress from giving its consent. In this volume, minor discrepancies between the Signatories (e.g. non-substantive punctuation) have been resolved in favor of the majority of the Signatories, except where necessary to remain stylistically consistent (e.g. capitalization).

CITATION

In the District of Columbia, the WMATA Compact is cited as D.C. Code § 9-1107.1; in Maryland as Md. Code. Ann. Transp. §10-204; and in Virginia as codified in Va. Code Ann. §§ 56-529 and 56-530 (the WMATA Compact does not, however, appear at §§ 56-529 and 56-530, instead it is set forth in full in the “Compacts” companion volume at p. 410 (2010)). The WMATA Compact is also set forth at 2009 Acts of Assembly of Virginia, Ch. 771, and that is the citation used for Virginia in this volume.

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DEDICATION

This edition of the WMATA Compact is dedicated to Lorenzo Paige for his contribution toward its preparation and for his tireless dedication to the Office of General Counsel and to WMATA.

66. Operations¹⁸

- (a) The rights, benefits and other employee protective conditions and remedies of section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1609(c)), as determined by the Secretary of Labor, shall apply to the operation by the Washington Metropolitan Area Transit Authority of any mass transit facilities owned or controlled by it and to any contract or other arrangement for the operation of transit facilities. Whenever the Authority shall operate any transit facility or enter into any contractual or other arrangements for the operation of such transit facility the Authority shall extend to employees of affected mass transportation systems first opportunity for transfer and appointment as employees of the Authority in accordance with seniority, in any nonsupervisory job in respect to such operations for which they can qualify after a reasonable training period. Such employment shall not result in any worsening of the employee's position in his former employment nor any loss of wages, hours, working conditions, seniority, fringe benefits and rights and privileges pertaining thereto.
- (b) The Authority shall deal with and enter into written contracts with employees as defined in section 152 of Title 29, United States Code, through accredited representatives of such employees or representatives of any labor organization authorized to act for such employees concerning wages, salaries, hours, working conditions and pension or retirement provisions.
- (c) In case of any labor dispute involving the Authority and such employees where collective bargaining does not result in agreement, the Authority shall submit such dispute to arbitration by a board composed of three persons, one appointed by the Authority, one appointed by the labor organization representing the employees, and a third member to be agreed upon by the labor organization and the Authority. The member agreed upon by the labor organization and the Authority shall act as chairman of the board. The determination of the majority of the board of arbitration, thus established shall be final and binding on all matters in dispute. If after a period of ten days from the date of the appointment of the two arbitrators representing the Authority and the labor organization, the third arbitrator has not been selected, then either arbitrator may request the Federal Mediation and Conciliation Service to furnish a list of five persons from which the third arbitrator shall be selected. The arbitrators appointed by the Authority and the labor organization, promptly after the receipt of such list shall determine by lot the order of elimination, and thereafter each shall in that order alternatively eliminate one name until only one name remains. The remaining person on the list shall be the third arbitrator. The term "labor dispute" shall be broadly construed and shall include any controversy concerning wages, salaries, hours, working conditions, or benefits including health and welfare, sick leave, insurance or pension or retirement provisions but not limited thereto, and including any controversy concerning any differences or questions that may arise between the parties including but not limited to the making or maintaining of collective bargaining agreements, the terms to be included in such agreements, and the interpretation or application of such collective bargaining agreements and any grievance that may arise and questions concerning representation. Each party shall pay one-half of the expenses of such arbitration.
- (d) The Authority is hereby authorized and empowered to establish and maintain a system of pensions and retirement benefits for such officers and employees of the Authority as may

be designated or described by resolution of the Authority; to fix the terms of and restrictions on admission to such system and the classifications therein; to provide that persons eligible for admission in such pension system shall not be eligible for admission to, or receive any benefits from, any other pension system (except Social Security benefits), which is financed or funded, in whole or in part, directly or indirectly by funds paid or appropriated by the Authority to such other pension system, and to provide in connection with such pension system, a system of benefits payable to the beneficiaries and dependents of any participant in such pension system after the death of such participant (whether accidental or otherwise, whether occurring in the actual performance of duty or otherwise, or both) subject to such exceptions, conditions, restrictions and classifications as may be provided by resolution of the Authority. Such pension system shall be financed or funded by such means and in such manner as may be determined by the Authority to be economically feasible. Unless the Authority shall otherwise determine, no officer or employee of the Authority and no beneficiary or dependent of any such officer or employee shall be eligible to receive any pension or retirement or other benefits both from or under any such pension system and from or under any pension or retirement system established by an acquired transportation system or established or provided for, by or under the provisions of any collective bargaining agreement between the Authority and the representatives of its employees.

- (e) Whenever the Authority acquires existing transit facilities from a public or privately owned utility either in proceeding by eminent domain or otherwise, the Authority shall assume and observe all existing labor contracts and pension obligations. When the Authority acquires an existing transportation system, all employees who are necessary for the operation thereof by the Authority shall be transferred to and appointed as employees of the Authority, subject to all the rights and benefits of this Title. These employees shall be given seniority credit and sick leave, vacation, insurance and pension credits in accordance with the records or labor agreements from the acquired transportation system. Members and beneficiaries of any pension or retirement system or other benefits established by the acquired transportation system shall continue to have rights, privileges, benefits, obligations and status with respect to such established system. The Authority shall assume the obligations of any transportation system acquired by it with regard to wages, salaries, hours, working conditions, sick leave, health and welfare and pension or retirement provisions for employees. It shall assume the provisions of any collective bargaining agreement between such acquired transportation system and the representatives of its employees. The Authority and the employees, through their representatives for collective bargaining purposes, shall take whatever action may be necessary to have pension trust funds presently under the joint control of the acquired transportation system and the participating employees through their representative transferred to the trust fund to be established, maintained and administered jointly by the Authority and the participating employees through their representatives. No employee of any acquired transportation system who is transferred to a position with the Authority shall by reason of such transfer be placed in any worse position with respect to workmen's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits, than he enjoyed as an employee of such acquired transportation system.