

Amalgamated Transit Union Local 1300

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Proudly representing the transit workers of the MTA!



HB 159 - Arbitration Reform for State Employees Act of 2025 - Favorable

House Appropriations Committee
February 4, 2025

Chair Barnes and members of the committee, thank you for the opportunity to speak with you today. ATU Local 1300 represents over 3,000 transit workers at the Maryland Transit Administration (MTA). Our members keep Maryland moving every day.

I am here for a very simple reason, binding arbitration works. I know this because I've been through the arbitration process myself. MTA workers were granted this dispute resolution process back when they were still employees of the Baltimore Transit Company (BTC) and kept it when they transitioned to becoming part of the state's workforce.

Our country had a patchwork of different approaches to collective bargaining, with some transit workers agreeing in the 1950s to binding arbitration with their employers as a less confrontational form of negotiations. Other systems still maintained their right to strike. During the 1960s and 1970s, federal aid and regulations transformed the transit systems across the country. Recognizing that the federal government had an interest in making sure that this federal aid did not undermine the existing collective bargaining practices of transit workforces, Congress passed Section 13C of the Urban Mass Transportation Act of 1964. Put simply, this guaranteed that transit workers that had binding arbitration would keep their binding arbitration and transit workers that had the right to strike would keep their right to strike.

Just because you have binding arbitration, does not mean that it will be used. Of the last five contract negotiation cycles (e.g. 2022, 2019, 2015, 2012, and 2010) binding arbitration was only invoked twice. Simply having the option to invoke arbitration forces both parties to act in good faith. Arbitration also cuts both ways. Both parties can win or lose, but what ultimately matters is finding a common ground and reasonable position that can sway a neutral arbitrator.

I am available to answer any questions that the Committee may have on my experience with arbitration as a state employee.

***Examples of Arbitration - Already In Use by State Employees
2018 to 2022 Collective Bargaining Agreement - ATU Local 1300 & Maryland Transit Administration***

Article (9) - ARBITRATION

Section (1) Should any grievance be unsettled as provided in Step 2 of Article (8) hereof, the Union may forgo Step 3 by notifying the other party within forty-five (45) calendar days thereafter, and request in writing that the dispute be submitted directly to standard arbitration. If neither Step 2 within Article 8 nor the option contained in this Article is exercised within the 45-calendar day period, the matter shall be considered closed and withdrawn. Upon such request, an arbitrator shall be selected in accordance with the parties' Bilateral Arbitration Selection Agreement.

Section (2) The arbitrator, after being selected, shall commence hearings as expeditiously as possible and shall render his/her decision in writing four (4) weeks, if possible, following the closing of the hearing (which shall include the filing of post-hearing briefs, if applicable).

Section (3) The arbitrator shall be confined to the issues presented in writing, and shall not have the power to add to or subtract from, or to modify any of the terms of this agreement or of any other agreements made supplementary thereto.

Section (4) The decision of the arbitrator when submitted to the parties, in writing, together with the finding of facts, and the reasons in support thereof, shall be final and binding upon MTA and the UNION.

Article (64) -- DURATION

This Agreement shall become effective July 1, 2018 and shall remain in force and effect through June 30, 2022 and shall continue in force and effect from year to year thereafter unless written notice of amendment, revision, modification or termination is given by either party to the other party by registered mail on or before the 30th day of April prior to the expiration period of this contract or any renewals thereof.

In the event that, pursuant to the preceding section of this Agreement, either party gives written notice of amendment, revision or modification of this Agreement or requests termination of all or any part of this Agreement, and negotiations fail to result in an Agreement between the parties, all issues in dispute shall be submitted to a Board of Arbitration on written demand of either party.

The Board of Arbitration shall be composed of three (3) persons, one (1) to be chosen by the Administration, one (1) to be chosen by the UNION, and the two (2) thus selected to select the disinterested arbitrator. The findings of a majority of said Board of Arbitration shall be final and binding on the parties hereto.

Each of the parties hereto shall name its arbitrator within ten (10) days after having received written notice from the other party hereto, and if either party fails to name its arbitrator it shall forfeit its case. If, after a period of ten (10) days from the date of the appointment of the two (2) arbitrators representing the UNION and the Administration the disinterested arbitrator has not been selected, then either arbitrator may request the American Arbitration Association to furnish a list of five (5) persons from which the arbitrator shall be selected. The American Arbitration Association shall be asked to furnish such list within seven (7) days of the receipt of the request. The arbitrators appointed by the parties, no later than five (5) days after the receipt of such list, shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate one (1) name until only one (1) name remains, and that person on the list shall be the disinterested arbitrator and chairman of the Board. All the conditions in this

contract shall remain undisturbed during the arbitration proceedings. Each of the parties hereto shall bear the expense of its own arbitrator, and the parties hereto shall jointly bear the expenses of the impartial arbitrator.