

AGREEMENT

BETWEEN

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

And

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION**

LOCAL 2

Effective from July 1, 2012

Through

June 30, 2016

This document is intended to be an accurate copy of the original agreement referred to. To the best of our ability we believe it to be accurate. We do not believe there is any conflict, but in the event of conflict between this document and the original signed document, the original is, of course, controlling.

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**AN AGREEMENT BETWEEN
THE WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY
and
THE OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL NO.2, AFL-CIO**

This Agreement is made and entered into between the Washington Metropolitan Area Transit Authority (hereinafter WMATA or Authority) and the Office and Professional Employees International Union, Local No.2 (hereinafter referred to as the Union or Local 2).

ARTICLE I – RECOGNITION

- (1) The Authority hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Authority employed in the bargaining units, hereinafter defined, in all matters pertaining to rates of pay, hours of work and other conditions of employment.
- (2) The bargaining units covered by this Agreement shall consist of the Professional Unit and the Technical, Clerical and Administrative Unit. The Authority will quarterly provide to the Union a report listing each bargaining unit position, the classification code, the occupation code, the grade, and the name of the incumbent in each position and their date of hire and seniority date.
- (3) Definition of terms:
 - (a) “Employee” shall mean, and be construed only as referring to, an employee of the Authority within the

bargaining unit. Unless otherwise noted all references to "employee" shall encompass employees having the appointment status of full-time regular, full-time temporary (not of limited duration) and part-time regular or temporary (not of limited duration).

- (b) "Full-time temporary employee" shall mean, and be construed only as referring to, a full-time employee of the Authority who is appointed to a bargaining unit position for an unspecified period of time or a period of more than 365 days.
 - (c) "Part-time employee" shall mean, and be construed only as referring to a part-time employee of the Authority within the bargaining unit whose regular hours of work are 30 hours per week or less, and who is appointed to the position for an unspecified period of time or a period of more than 365 consecutive days.
 - (d) "Days", unless otherwise noted, refer to calendar days.
 - (e) "Years", unless otherwise noted, refer to calendar years.
- (4) (a) No work which is normally or customarily performed by employees within job classifications covered by this Agreement shall be performed by non-bargaining unit employees, except for cross-training as provided in Subsection 4(b), or in case of emergencies, or for purposes of teaching or training bargaining unit personnel, or, with respect to non-bargaining unit personnel, or, with respect to non-bargaining unit job classifications, work traditionally performed as part of the duties of such classifications, or, with respect to employees covered by any other collective bargaining agreement, work which is normally and customarily

performed by such employees, or employees who are appointed to bargaining unit job classifications for a specific period of time not to exceed 365 consecutive days. It is agreed that this paragraph shall not apply to the placement of new job classifications under section 5. The Authority may assign Local 2 work out of the bargaining unit to any other bargaining unit that has a reciprocal agreement covering Local 2 for purposes of providing alternate employment to non-Local 2 employees on extended absence—i.e. workers compensation, extended sick leave, long term disability (LTD), extended leave without pay (LWOP).

- (b) For cross-training purposes, the Authority may temporarily assign non-bargaining unit employees to bargaining unit positions in the RAIL Operations Control Center and may temporarily assign bargaining unit employees in the RAIL Operations Control Center to different positions, including non-bargaining unit positions. Such cross training may involve instruction in the duties of the training position as well as actual performance of the job functions of the training position. The Authority may select employees for cross training at its discretion on a non-discriminatory basis. An employee selected for cross training will retain the contractual rights incident to the employee's original position during the cross-training period, provided that the employee's wage rate during the cross-training period will be governed by Article 7, Section 6. Bargaining unit employees may decline cross-training assignments.

- (c) Work which is normally and customarily performed by the bargaining unit shall not be subcontracted by the Authority to any outside source or agency which results in the layoff or reduction in salary or benefits of a bargaining unit member.

In the event the Authority subcontracts work that was previously performed by bargaining unit members, those employees who performed the work at the time of their layoff, and who remain on the recall list, shall be recalled to their prior or comparable position.

- (d) Full-time and part-time temporary appointments of 365 consecutive days or less shall not be covered by this agreement. Upon the 365th consecutive day, the temporary appointee shall be converted to regular appointment status or removed from the bargaining unit position. Extension, reappointment and/or termination /re-employment actions shall not cause a break in the 365 consecutive day time frame unless said break is a minimum of 90 consecutive days duration.

- (5) Whenever new job classifications are created, the Authority shall provide the Union with a copy of the job description of such classification prior to posting such position. The wage rate for such classification shall be determined by the procedure agreed upon by the parties in Article XII, Wages, Work Definition and Classification. Any dispute between the parties concerning the bargaining unit placement of a new job classification shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE II – UNION MEMBERSHIP

- (1) It shall be a condition of employment that all employees covered by this Agreement shall, on or before the thirtieth (30th) day in a bargaining unit position, become and remain members in good standing in the Union.
- (2) All present employees who are not in the bargaining unit and who, by reason of transfer, promotion, or demotion are assigned to a job within the bargaining unit, shall, as a condition of employment in the position to which transferred, be required to: a) become members of the Union on or before the 30th day following their date of transfer; and, b) maintain their Union membership in good standing thereafter.
- (3) Former employees of the Authority rehired by the Authority in the same bargaining unit as at the time of their separation shall, as a condition of employment, be required to: a) become members of the Union on or before the 30th day following their date of transfer; and, b) maintain their Union membership in good standing thereafter.
- (4) In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve written notice on the Authority requesting said employee be discharged effective within two (2) weeks of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default within this period, the Union will so notify the employee and the Authority, and the Authority will not be required to discharge that employee.

- (5) For the purpose of this Article, payment of the initiation fee on or before the 30th day of employment, and payment of the periodic dues required as a condition of retaining membership in the Union shall constitute membership in good standing in the Union.
- (6) By the fifteenth (15th) of each month, the Authority will provide the Union a list of Local 2 new hires from the previous month, with their date of hire, seniority date, job classification, grade, occupation code and wage rate.

ARTICLE III – DUES CHECKOFF

- (1) The Authority agrees to deduct from the wages of employees who voluntarily authorize the Authority to do so on a properly executed payroll deduction authorization card, Union dues and initiation fees. Such deductions shall be made from the first paycheck of each month and the funds deducted shall be remitted promptly to Local 2 by the Authority.
- (2) The employee dues deduction authorization may be revoked by providing a written Request for Revocation of Dues Deduction Authorization to the Director of Employee and Labor Relations (LABR). A copy of the Request for Revocation must be provided to the Union by the employee. The Authorization may be revoked under this procedure during the following times:
 - (a) Once annually during a ten day period commencing with the employee's anniversary date;
 - (b) Following expiration of this collective bargaining agreement.

- (3) The Union agrees it will promptly furnish to the Authority a written schedule of the Union dues and initiation fees. The Union also agrees to promptly notify the Authority in writing of any changes to these amounts.
- (4) The Union agrees to indemnify the Authority against any loss or claim which may arise as a result of the Authority's compliance with this Article or Article II. In addition, the Union agrees to return to the Authority any erroneous or improper overpayment made to it.

ARTICLE IV – UNION ACTIVITY

- (1) Except as provided herein, Union activity shall not be conducted by the Union or by employees on the Authority's property or elsewhere on the working time of the employees participating. Authority employees, including shop stewards, may discuss Union activities or grievance matters during non-working time, on the Authority's premises but the Union may not hold meetings on the Authority's property unless the Authority has given prior permission for such meetings.
- (2) The Authority shall recognize a Chief Shop Steward, or his designee, and a reasonable number of Shop Stewards. The Union shall furnish the Authority with the names and functional responsibilities of each of the Union's designated Stewards. Changes to these assignments shall be provided by the Union to the Authority, in writing, at least two (2) work days prior to the change becoming effective.
- (3) Stewards shall be authorized to receive and investigate grievances. Such duties shall ordinarily be conducted during non-working time and may not interfere with the operations

of the Authority. Such activities may be conducted during work time, in exceptional cases, where agreeable to the Authority but neither the Steward nor the employee shall depart their normal job assignment without informing their immediate supervisor and disclosing the reason for such departure.

- (4) The Union shall be permitted to post notices concerning official Union business on existing Authority bulletin boards. Such notices shall not contain political material. Notices shall bear the seal of the Union and shall be signed by an officer of the Union or the Chief Shop Steward. Copies of such notices shall be provided either to the LABR Director or designee, or the site manager, in advance of such postings.
- (5) The Authority shall grant a leave of absence without pay to up to three (3) employees for the purpose of attending the Union convention. The Union must first give the Authority sixty (60) days advance notice of the selected Convention delegates. The Authority will not be entitled to deny the request for Convention leave except in extreme circumstances. In addition, the Authority agrees to grant a leave of absence, without pay, not to exceed five (5) days in any twelve (12) month period to Union appointed Stewards for the purpose of attending training activities relating to grievance processing or arbitration. Notice of a request for Union education leave must be provided at least two (2) weeks prior to the requested effective date. The Authority may decline to grant the requested leave in cases where the employee's absence will cause substantial interference with the Authority's business provided that employees who are

denied leave under these circumstances shall be entitled to Union education leave at the next educational opportunity.

- (6) The Authority agrees to grant a leave of absence, not to exceed three (3) years, without pay, to any employee who is selected for a local or international Union position which involves full-time employment. Such employee's seniority will be frozen upon the date of departure and shall be recaptured in accordance with the provisions set forth in Article VI Seniority, Section 4, effective the date of return, provided the employee notifies the Authority of any change in status, regarding departure from the employee's Union position, within two (2) weeks of the change. The notice shall contain a statement by the employee of his/her desire to return to work, to convert to another category of leave or to resign from the Authority. All fringe benefits for such employees shall be paid for by the Union but such employees will be permitted to participate in Authority-sponsored benefit plans, or Union-sponsored benefit plans, as mutually agreed between the parties.
- (7) The Authority agrees to establish "Local 2 leave" to be used by Local 2 shop stewards engaged in Local 2 business during work time. Shop stewards on Local 2 leave will be paid by the Authority at the regular pay rate and Local 2 will promptly reimburse the Authority. There will be no change in current procedures regarding engaging in union business during working time. Local 2 leave will not count as hours worked for purposes of calculating overtime entitlement.
- (8) The Authority will withhold political education fund contributions from the second paycheck each month provided that the employee voluntarily submits a

withholding authorization and that at least five (5%) of Union-represented employees submit such authorizations.

ARTICLE V – MANAGEMENT RIGHTS

The management of the Transit Authority and the direction of the workforce is vested solely and exclusively in WMATA and shall not in any way be abridged except by specific restrictions set forth in this Agreement. The Authority hereby retains the sole and exclusive control over any and all matters inherent in the operation, management and administration of the Transit Authority including, but not limited to; the determination of the location, relocation or termination of any or all of its operations or functions; the determination as to whether transit operations shall be undertaken, performed by Authority personnel or assigned to non-Authority personnel for performance; the direction, instruction and control of employees, including but not limited to; the determination of the number and qualifications of employees to perform work including the physical qualifications; the maintenance of efficiency of employees; the assignment of work or overtime; the right to hire, layoff, reclassify, promote, demote, transfer, discipline, suspend or discharge employees in appropriate circumstances; the right to determine job content and to create new job classifications, consistent with the terms of the Agreement; the right to determine the hours of work, the work processes, methods, and procedures to be employed; and the right to make and enforce reasonable rules and regulations; all except as expressly and specifically limited by the terms of this Agreement.

ARTICLE VI – SENIORITY

- (1)
 - (a) Bargaining unit seniority for employees entering the unit on or before October 1, 1986 shall be determined by the total length of continuous service with the Authority from the original date of hire by the Authority or employees acquired from NCTA, DCT, AB&W, WMA and/or WVM from date of hire at such organization, at the time of entry into the unit.
 - (b) Employees entering the bargaining unit after October 1, 1986, shall commence to accrue seniority effective the first day of employment in a Local 2 represented unit position.
 - (c) All service, full-time regular, part-time regular, full-time temporary, part-time temporary, shall be treated equally for calculation of seniority, except service which occurred during a limited duration temporary appointment period. Seniority shall be effective only for the purposes hereinafter specifically referenced in this Agreement. Seniority ties will be resolved through the use of Authority seniority and, if still tied, through the use of age (older is more senior).
- (2) The Authority shall prepare and maintain from existing personnel records an accurate seniority roster of all employees covered by this Agreement and shall furnish a copy of this list to the Union upon execution of this Agreement. Four times each year; January, April, July and October, the Authority shall furnish the Union with an updated seniority roster.
- (3) An employee shall lose all accumulated seniority for one or more of the following reasons:

- (a) Voluntary resignation
- (b) Discharge for just cause
- (4) Employees who are placed on layoff from the Authority shall continue to maintain accumulated bargaining unit seniority for a period of two (2) years from the date of layoff. If such employees return to employment in the bargaining unit, within two (2) years, they shall recapture their accumulated seniority.
- (5) Employees who accept WMATA positions outside the Local 2 bargaining unit shall continue to maintain accumulated bargaining unit seniority once they depart the bargaining unit. If such employees reenter the unit without leaving WMATA employment they shall recapture their accumulated seniority as of date of departure from the unit.
- (6) Employees who transfer from this unit to another bargaining unit or from another bargaining unit to this unit will be accorded the same seniority credit and accumulation as members of this unit are accorded upon entry into the other unit.

ARTICLE VII – PROMOTIONS AND TRANSFERS

- (1) When vacancies or new jobs occur in positions covered by this Agreement, notice of such vacancy shall be posted on bulletin boards for a period of at least ten (10) working days. Job postings shall include: job title, grade and a description of the duties, responsibilities, necessary skills required for the position and whether the vacancy will be carried as a regular or temporary appointment status. Employees interested in being considered for posted vacancies shall make an appropriate written application to the Office of

Human Resources Management and Services (HRMS). The posting and competition requirements set forth in this article will not apply to positions filled through conversion of the senior temporary employee in the classification to regular status or to positions filled through reclassification promotions, reclassification transfers, or reclassification demotions.

- (2) When filling job vacancies covered by this Agreement, it shall be the intention of the Authority to provide a realistic preference to interested bargaining unit applicants before hiring from outside the Authority. HRMS will review all applications for an available position before awarding the job. The job shall be awarded to the most senior qualified applicant unless the Authority establishes by legitimate job related factors that there is a demonstrably superior alternative candidate to the most senior qualified candidate.
- (3) For purposes of this section, a promotion from outside of the bargaining unit means an appointment through the Authority's competitive recruitment and selection process where the midpoint of the salary range of the job to which the employee is entering is at least five percent (5%) greater than the midpoint of the job from which the employee is leaving. Any employee accepting a promotion under this procedure shall be advanced to the next appropriate pay grade which provides a minimum increase of five percent (5%) over the employee's current pay rate. The revised pay rate shall be effective with the first day of the first payroll period in which the employee is assigned to the duties in the new position. The employee's anniversary date shall be adjusted to coincide with the date of the promotion. For purposes of this section, "pay grade" and "pay rate" shall

include the longevity increase, provided that the employee who is advanced to the longevity increase upon promotion shall not be eligible to receive an additional longevity increase in that grade.

- (4) Pay procedures for employees who are transferred, voluntarily or involuntarily, to the same or a lower graded job shall be as follows:

TA Salary Schedule – the employee’s new pay rate will be the step at the new grade closest to but no lower than the employee’s current rate or the maximum rate for the new grade, whichever is less.

TS Salary Schedule – the employee’s new pay rate will be the employee’s current pay rate or the maximum rate for the new grade, whichever is less.

- (5) Within five (5) working days of the award of a position, HRMS shall notify the Union of the name of the applicant selected. Each candidate who applied for the position who was not selected shall be notified promptly, in writing, that the applicant was not selected. Upon request, a HRMS representative shall meet with any unsuccessful applicant to discuss the reasons for their non-selection and provide counseling as to how the employee may qualify for future promotions.
- (6) Temporary Job Assignments. The Authority shall have the discretion to select and appoint employees in an “acting” capacity to temporarily fill vacant positions. Acting appointments must be confirmed in writing or by email on or before the effective date of appointment. Employees duly appointed to an acting capacity in a higher level position for no less than ten (10) days shall be entitled to receive either the wage rate of the employee being replaced or the

employee's current wage plus five percent (5%), whichever is less, provided no employee shall receive a reduced wage by operation of this provision and provided that the wage rate will be no less than Step 1 of the Local 2 salary for that grade. The revised wage rate shall be retroactively effective to the first day on which the employee is assigned to the duties of the temporary job assignment. Acting appointments shall not normally exceed a period of six (6) consecutive months provided that appointments may be extended in appropriate cases for specific duration not to exceed an additional ninety (90) days.

Employees in an acting capacity will be eligible for their normal salary increase on the employee's regular anniversary date.

- (7) Any employee accepting an appointment to an acting or regular position shall be provided up to thirty (30) working days to demonstrate ability to perform the new work. If, in the sole discretion of the Authority, the employee does not perform satisfactorily during the qualifying period, the employee shall be returned to the position that the employee held immediately prior to the appointment. During the qualifying period, the employee, at his sole option, may elect to return to the position held prior to the appointment, without prejudice.

In either case, the transitional appointment shall be deemed void and the employee shall be restored to the pay rate and anniversary date as if he had not accepted the appointment.

The Authority and an employee may extend this qualifying period to a total of ninety (90) working days by mutual written agreement; copies of this agreement shall be

provided to Local 2, the Office of Employee and Labor Relations (LABR), and each affected office. During such extension, the Authority may return the employee to the prior position and the employee may elect to return to the prior position.

- (8) Regular employees will be eligible to bid on vacancies in temporary positions. If a regular employee is awarded the job, the employee will retain regular employee status. Temporary employees will be eligible to bid on both regular and temporary vacancies. If a temporary employee is awarded a regular job, the employee's status will be changed to regular.

ARTICLE VIII – LAYOFFS AND RECALL

- (1) The Authority will meet with Local 2 at least sixty (60) days before the effective date of a reduction-in-force or reorganization impacting Local 2 positions to provide details regarding the RIF or reorganization.
- (2) If the Authority determines to reduce the workforce covered by this Agreement, the procedures written below shall be used. Notices of any layoffs shall be given to the Union at least sixty (60) days in advance of the date proposed for layoff. Each RIF-designated employee, including displaced employees, will receive at least five (5) days' notice prior to the effective date of the RIF.
- (3) Upon issuance of notice of an impending layoff, all job vacancies or new jobs occurring at positions covered by this agreement, shall be reviewed for impact on the reduction in force or opportunity for displacement prior to being posted in accordance with Article VII.

In cases of layoff, the least senior employee in an affected classification shall be designated for layoff, except the parties recognize that in the case of reimbursable projects or in some classifications and some work assignments within a classification, because of the specific training and experience required, layoff on the basis of strict seniority may not be feasible. The Authority shall have the burden of establishing the applicability of the exception, but in such cases the person designated for layoff shall be determined by (a) seniority and (b) ability to perform the work. Where factor (b), as determined in the judgment of the employer by legitimate job related factors, is approximately equal among candidates, seniority shall govern. It is the intent of the parties that the maximum protection of seniority rights shall be afforded in all layoff matters wherever feasible.

- (4) Any employee so laid off may displace another employee with the least seniority in the same or lower labor grade in any bargaining unit classification, provided that the bumping employee has the qualifications to satisfactorily perform the job competently and efficiently and has greater seniority.

An employee who is displaced as a result of such procedure may displace another employee through the same procedure.

- (5) Temporary employees shall have the same displacement rights as regular employees. A regular employee affected by a reduction in force will be permitted to displace a temporary employee. If a regular employee displaces a temporary employee, the regular employee will retain regular employee status.

Part-time employees may displace only other part-time employees under section 4, above. A part-time employee may not displace a full-time employee.

A full-time employee affected by a reduction in force will be permitted to displace a part-time employee. If a full-time employee displaces a part-time employee, the full-time employee will assume part-time employee status.

- (6) In the process of bumping during layoff, the Authority and the Union agree where possible to minimize the number of moves so as not to impede the operation of the Authority. The parties agree that employees shall not delay in selecting among positions for displacement in lieu of layoff. Employees shall have five (5) working days within which to select from the available position(s); employees failing to select an available position within five (5) working days, shall be assigned to the position. Employees declining the assigned position(s), shall move to the end of the seniority selection order.
- (7) Any employee so affected who transfers into a lower pay grade will be paid according to the provisions of Article VII, Section 4, provided that for an employee receiving a longevity increase, the longevity increase will be included in determining the employee's current pay rate and the employee's new pay rate may include the longevity increase for the new grade.
- (8) The Authority shall maintain a "recall list" of employees who have been laid off. Employees laid off shall be entitled to remain on this list for two (2) years. This section does not apply to temporary employees with less than ten (10) years of service. Temporary employees with ten (10) or more years of service shall be carried on the "recall list," and the

provisions of Article VIII, sections (9), (10), (11), (12) and (13) shall apply to them as well.

- (9) The Authority shall circulate among employees on the recall list a listing of job vacancies. The Authority shall not hire from the open labor market while there are employees on the recall list who are ready, willing and able to be re-employed, and who are qualified to perform the duties in the position(s) for which hiring is being contemplated. The immediately previous occupant of the available position, who was either laid off or bumped into a lower rated position to avoid layoff, shall be selected for an available vacancy. If the prior occupant is not interested or available, and there are candidates for an available position both from the recall list and active employees, the most qualified candidate shall receive the job. If the Authority deems that two or more applicants are equally qualified, the employee on recall shall receive the job. If two or more active employees are the most qualified applicants, seniority shall govern the selection. This section does not apply to temporary employees.
- (10) Employees restored to service shall receive the rate of pay due the position they occupy including increases which are applied to the job classification during the period they were on the recall list. This section does not apply to temporary employees.
- (11) Notices of job awards shall be sent by registered mail to the last known address of a laid off employee. Employees on recall shall be responsible for informing the Authority of any change in address or other pertinent status. Employees receiving such notices shall respond within five (5) work days by informing HRMS of their intentions on returning to work. Employees intending to return to work shall report

within five (5) work days from this response, unless another time period is mutually agreed upon between the employee and the Authority, or stand to lose their seniority rights. Employees who reject a job award shall forfeit further recall rights. This section does not apply to temporary employees.

(12) Employees who are designated for layoff shall be entitled to severance pay as follows:

(a) Employees shall receive two weeks severance pay per year of service for each full year with a limit of twenty-six (26) weeks pay. Severance pay shall cease upon the recall of an individual. Any individual who receives severance pay and is recalled in less than two (2) years shall have the option of repaying the severance pay and having future severance pay computed from the original date of hire or may retain the severance pay and use the rehire date to determine any future severance entitlement. Should an employee elect to use the rehiring date for computation of future severance pay, it shall in no way affect that employee's seniority, pension, vacation or any other rights provided by this Agreement. Severance payments for full-time and eligible part-time employees shall be based on the hours in a normal two-week pay period for such employee (75 hours for L2TA and 80 hours for L2TS). Severance payments for eligible part-time employees shall be based on their regularly scheduled hours.

The other provisions of subsection (a) shall apply. This section applies to part-time employees with ten (10) or more years of service with the Authority but does not apply to part-time employees who have less than ten (10) years of service.

- (13) The Authority agrees to pay its share of health insurance premiums in order to provide health insurance for laid off regular full-time and eligible part-time employees through the end of the second month succeeding the month of layoff. The employee share of such premium can be deducted from any applicable severance pay entitlement. Thereafter, the employee, at his/her option and expense, may continue coverage for a period of up to two (2) years at WMATA group rates. This section applies to part-time employees with ten (10) or more years of service with the Authority but does not apply to part-time employees who have less than ten (10) years of service.
- (14) The Authority will provide reasonable office support services for laid off employees for job search assistance to a maximum of three (3) months following date of layoff to include phone, phone mail, desk, word processor, and photocopier access.
- (15) (a) Employees who are designated for layoff shall be paid for all of their accrued but unused sick leave up to a maximum of thirty (30) days.
- (b) An employee will have the option of reimbursing the Authority for sick leave within the first six (6) months of re-employment and receive credit for any sick leave that was paid as part of the severance payments. Sick leave will be restored to the employees' balance only if payment is made. If the employee elects not to pay back the value of the sick leave, the employee's sick leave balance will reflect a reduction in the number of days for which the employee received payment.
- (16) The parties to this agreement recognize that the role of Shop Stewards is critical to a successful collective bargaining

relationship. Accordingly, in the event of a layoff, the Chief Shop Steward and the Assistant Chief Shop Steward will be the last in the bargaining unit to be laid off. The Shop Stewards will not be subject to bumping by other bargaining unit employees. The Union will furnish the Authority with the names and functional responsibilities of each of the Union's designated stewards.

ARTICLE IX – DISCIPLINE AND RESIGNATION

- (1) Employees shall be subject to disciplinary action, including discharge, for just cause provided that the employee knew or reasonably should have known that his/her conduct could lead to disciplinary action. Where the Authority has promulgated written rules, no disciplinary action may be taken against an employee unless the rules have been provided, in advance, to the Local Union and published for employees subject to them. The Authority recognizes that employees have the right to privacy and any adverse action taken against an employee for off-duty conduct shall take into account the employee's right to privacy and the impact of employee misconduct on job performance, job site safety, the Authority's reputation or other legitimate employment related factors.
- (2) Probationary Period:
All newly hired employees will serve a probationary period of one (1) year from date of hire. The purpose of this period is to assess the employee's ability to perform the job responsibilities within the work environment. The newly hired employee shall receive a formal performance plan during their first two (2) weeks of employment, and a formal

review within one hundred sixty (160) days of their start date. The Authority may, at its option, choose to discontinue the employment of a probationary employee at any time during the probationary period. Such discontinuance shall not be subject to grievance or arbitration processes.

A representative of Local 2 shall be provided an opportunity (bi-weekly) to meet with Local 2 new hires during their lunch break. Subject to space and scheduling availability, Local 2 may reserve Authority conference rooms for such meetings.

- (3) Whenever the Authority determines to discharge an employee from employment, a copy of the written discharge action shall be provided to the Union.
- (4) Resignation:
Employees intending to resign shall give the Authority at least two (2) weeks' advance written notice of their intention. Such resignations shall be accepted without prejudice. Employees who resign without such advance notice shall forfeit their annual leave as granted under this Agreement.
- (5) Upon request, an employee will be entitled to review their personnel file whenever discipline is levied or otherwise no more than twice annually. Employees will be permitted, on this occasion, to insert in the personnel file any objection or rebuttal which the employee has to material contained therein. Letters or counseling memos regarding disciplinary action other than suspension or modified discharge shall not form the basis for disciplinary action following twelve (12) consecutive months of no written disciplinary action. A disciplinary suspension or modified discharge shall not form the basis for disciplinary action for three (3) years following

date of issuance, provided there has been no intervening suspension action.

ARTICLE X – NON-DISCRIMINATION

- (1) The Authority and the Union agree that they each will observe the employment discrimination laws applicable to each entity respectively and that their actions in the negotiation and execution of this Agreement are not intended in any way to discriminate against any individual in violation of any applicable statute or regulation.
- (2) Should it become necessary to amend the Agreement to comply with the legal requirements of Title I of the Americans with Disabilities Act, the parties will promptly negotiate such changes.

ARTICLE XI – HOURS OF WORK

- (1) The normal work week for L2TA full-time employees covered by this Agreement shall consist of five (5) work days, each consisting of seven and one-half (7.5) hours of actual work per day, exclusive of an unpaid lunch break of sixty (60) minutes, unless otherwise established by formal alternate work schedule arrangement. The normal work week for L2TS full-time employees shall consist of five (5) work days, each day consisting of eight (8) hours of actual work per day, exclusive of an unpaid lunch break of sixty (60) minutes, unless otherwise established by formal alternate work schedule arrangement. The normal work week for part-time employees covered by this Agreement shall be limited to thirty (30) hours per week, or less. Part-time employees may be scheduled to work either seven and

one-half (7.5) or eight (8) hours of actual work per day, as determined by their classification, exclusive of an unpaid lunch period unless otherwise established by formal alternate work schedule arrangement. Except as required to address emergency situations, all employees covered by this Agreement shall have two (2) days off in each workweek which shall be consecutive. Except as required to address emergency situations, work week schedules will not be combined to require an uninterrupted schedule of work, at straight time rates, exceeding five (5) consecutive days absent employee approval, provided that the five (5) consecutive day limitation shall not apply during implementation of a new shift pick. If a vacation relief employee's work week schedule are combined to require an uninterrupted schedule of work exceeding five (5) consecutive days absent employee approval, the employee will be paid at the overtime rate for the sixth and seventh days which will then be considered days off for the purposes of applying this section. Subject to the limitations contained in this Agreement, the Authority may establish, change or reschedule: (a) the hours comprising the workweek for all employees covered by this Agreement, (b) shifts, and (c) alternative work locations, shifts or schedules. The establishment of alternative work locations, shifts or schedules for some employees (such as allowing some employees to telecommute) shall not create any entitlement on part of other employees.

(2) Overtime:

Work in excess of the normal work week hours or the normal work day hours established in the preceding section shall be paid an overtime premium at the rate of one and

one-half (1.5) times the employee's basic hourly rate for employees in Grades L2TA-18, L2TS-5 and below, and at straight time rate for employees in Grades L2TA-19, L2TS-6 and above, provided that the employee has been in pay status for all regular hours scheduled for that work week or work day. Overtime payments under this section will not be pyramided nor will allowances, benefits, pay premiums or any other compensation feature be construed to be part of the eligible employee's "basic hourly rate." This section does not apply to part-time employees unless they work in excess of the full time normal work week.

- (3) Compensatory time may be granted to employees pursuant to agreement between the Office Director (or his designee) and the employee. Such compensatory time shall be in lieu of overtime payment. Compensatory time will be accrued in an amount equal to the appropriate overtime premium, times the number of hours of overtime or holiday(s) worked. When it is agreed that overtime or a holiday worked will be regarded as compensatory time, it may be used as requested by the employee and approved by his supervisor, but may not be used to cover absences not approved in advance except in unusual or emergency cases. Unused compensatory time of up to 240 hours may be accrued. At time of separation, unused accrued compensatory time will be paid at straight time rates consistent with Article XVII hereof.
- (4) Any employee whose shift begins between the hours of 7:00 p.m. and 4:00 a.m. shall receive a night shift differential of three percent (3%) per hour for all shift hours worked. TSDV may establish rotating shifts; any employee who works a rotating shift rather than a fixed shift will be paid the three

percent (3%) shift differential for hours worked regardless of time of day while in rotation status.

- (5) Shift Selection. Employees working in offices with multiple daily shifts shall be given an opportunity, no less than annually, to express their preferences regarding shift assignment. Every effort shall be made to accommodate expressed shift preferences. Shift assignments shall be made in accordance with expressed preferences, seniority, ability to perform the available work and the needs of the affected office. "Seniority" as used in this Section refers to job classification seniority. In the event that a reduction in force or reorganization causes an employee to move to a new job classification performing work substantially similar to the prior job classification, the prior classification seniority shall continue in the new job.
- (6) The Authority may "call-in" employees for work outside their regular work schedule. Employees who are called in from home for work outside their regular work schedule shall be guaranteed a minimum of two hours pay at double time rates. Such employees shall be paid at double time rates for the first four hours worked under this section and at time and one-half rates for time worked in excess of four hours. Except for the two-hour call-in guarantee, premium rates shall apply only to work required outside the regular schedule. The call-in provisions contained in this Section shall not apply to work outside the regular work schedule that is assigned or scheduled in accordance with the provisions of Section (8).
- (7) Employees requested by the Office Director, or designee, to use personal vehicles in the performance of Authority business shall be reimbursed at the then-current Authority

mileage rate plus tolls and parking fees. Tolls and parking fees must be substantiated by receipts.

- (8) Overtime Distribution
 - (a) Overtime which is scheduled or anticipated in advance shall first be offered to the employee(s) who regularly perform the work in question. If the employee(s) declines the opportunity, the overtime shall be offered to all employees who normally perform similar work in the functional area and be distributed fairly among the volunteers. If there are no volunteers, the employee normally performing the work in question must perform the work unless he has a legitimate reason for refusal, in which case the employee must make every effort to secure a competent substitute. The Authority agrees to provide notice for such overtime no later than the preceding work day.
 - (b) Unscheduled overtime requires continuation of the same job performed during the regular work day which was not anticipated in advance and shall be assigned to the employee performing the job task during the regular shift. Such employees must work the overtime unless they have a legitimate reason for refusal, in which case the overtime can be assigned to any qualified volunteer.
 - (c) If a relief employee scheduled and expected to report at the commencement of a shift fails timely to report, the Authority may require the employee performing the work on the preceding shift to remain on duty pending arrival of the scheduled or alternate relief employee.
- (9) For the purpose of computing overtime and for eligibility to receive holiday pay under Article XIII, time in pay status shall be considered as time worked provided that employees

on Workers' Compensation shall not be entitled to overtime premiums, holiday pay or sick leave accrual.

- (10) Employees who, in any calendar quarter, are regularly assigned on-call responsibilities (specifically including the obligation to remain within the metropolitan area during off-duty hours) and who are so designated by the parties under separate cover shall receive, in addition to call-in pay specified in Section 6, one-half personal holiday per calendar quarter.
- (11) Bus Central Control may establish split shifts. Split shift employees will have Saturday and Sunday as off-days. Split shift employees will receive a five percent (5%) differential for each hour worked, provided that the differential will increase by an additional five percent (5%) for each spread time hour in excess of ten hours. For example, if spread time is 12 hours, the differential is 15%. For purposes of calculating spread differential, 30 minutes or less will be rounded down and 31 minutes or more will be rounded up.
- (12) The parties agree to form a Joint Committee to review the recommendations of the Fatigue Management Study and implications on hours of service, overtime, and related issues.

ARTICLE XII – WAGES, WORK DEFINITION AND CLASSIFICATION

- (1) Effective July 1, 2012 – a 2% general wage increase
Effective July 1, 2013 – a 2% general wage increase
Effective July 1, 2014 – a 2% general wage increase
Effective July 1, 2015 – a 2% general wage increase

The TA and TS wage schedules are contained in appendices B, C, D, and E. All wage adjustments shall be made effective with the beginning of the pay period in which the adjustment falls.

Employees will either elect to have all wages directly deposited into the employee's account at the bank, credit union, or similar financial institution that accepts direct deposits of funds from the Authority or the employee will be issued a debit card to which payroll wages will be deposited by the financial institution handling the Authority's payroll, in either case, the employee shall receive a bi-weekly non-negotiable payroll facsimile check indicating earnings, deductions, etc., for the pay period. Employees shall be able to access their debit card funds without fee through the ATM's of the financial institution handling the Authority's payroll and at retail point of sales terminals. Employees shall furnish the Authority with a written authorization (in such form as the Authority may require) and provide such information as may be requested by the Authority in order to process an employee's weekly payroll earnings to either a direct deposit or debit account.

Prospective new hire employees entering the bargaining unit after July 1, 2006 will only be offered the direct deposit of payroll checks as set forth above.

- (2) Employees on the L2TS schedule will receive salary adjustments not less frequently than annually based on objective, non-discriminatory employment related performance appraisals. In the event the Authority decides to make L2TS salary adjustments more frequently than once per year, such adjustments will be made on a non-discriminatory basis for all covered L2TS employees and, in all cases will be based on an objective, non-discriminatory, employment related performance appraisal.
- (3) Longevity: A three percent (3%) increase shall be accorded to any employee who has served a minimum of three (3) years' work performance at the last step of the L2TA salary schedule or the maximum rate on the L2TS schedule. Said longevity increase shall be incorporated into the employee's base salary.
- (4) The Authority establishes and designs all jobs, job content, classifications, qualifications and assignments of work. In so doing, the Authority will maintain a classification system based on a quantitative methodology which will be used to compare the relative value of jobs within the organization. Jobs will be rated and ranked by the Authority and placed into appropriate salary classification levels and schedules. Any employee or the Union may review the job descriptions prepared by the Authority and offer input to make the job description more accurate. The determination of the appropriate job description rests with the Office Director and the Director of Human Resource Management and Services. The determination for salary schedule placement is the responsibility of the Classification Section of the Office of Human Resource Management and Services (HRMS).

- (5) If an employee's class specification does not accurately reflect the employee's regular job functions, the affected employee or the Union may request that the Classification Section of the Office of Human Resource Management and Services confirm the appropriate salary classification level and schedule for such job. The job will be reviewed in accordance with the procedure described in the section above except that a preliminary inquiry may be made into the reasons for the alleged misclassification. In the event HRMS determines that the reasons are insufficient to warrant further review, the employee will be so notified and the inquiry will be terminated. Requests for classification review may be submitted once annually. This shall be the exclusive process for challenging the classification of any position and no grievance may be filed regarding such issues until this process has been exhausted.
- (6) The Authority may require an employee to perform work outside of class specification where employee is physically unable to perform regular work, i.e. workers compensation, extended sick leave, long term disability (LTD)s, extended leave without pay (LWOP).

ARTICLE XIII- HOLIDAYS

- (1) (a) The Authority shall grant holidays to employees for the following days: New Year's Day; Dr. Martin Luther King, Jr.'s Birthday; Presidential Inauguration Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day and any other holiday declared as a federal holiday by the United States Congress.

- (b) At the beginning of the calendar year the Authority shall issue a notice to all employees of the exact dates on which these holidays shall occur during the year. Holidays shall consist of the normal daily hours of work as determined in Article XI, except part-time employees whose holidays shall consist of their regularly scheduled number of daily hours. Holidays which fall on either a Saturday or a Sunday shall be moved to the closest Friday or Monday.
- (2) If a designated holiday falls during an employee's approved annual leave period, the employee shall be paid for the holiday but the holiday shall not be charged against the employee's annual leave.
 - (3) To be eligible for the holiday pay, an employee must be in a pay status on the regularly scheduled work days before and after such holiday, unless engaged in activities encompassed by Article IV, Sections 5 or 7.
 - (4) Overtime eligible employees who are required to work during a holiday shall be paid at a rate of one and one-half times their basic hourly rate for such work or subject to the agreement of both the Office Director and the affected employee, the employee may be provided a subsequent day off, with pay, to be scheduled mutually by the employee and his supervisor.
 - (5) Full-time temporary employees covered by this Agreement who are assigned to the construction field operation or who are assigned directly in support of construction field activities may be required to observe the same holidays as contractor personnel under the substitution provisions of Article XIII (4), provided that no full-time temporary employees shall be deprived of the number of holidays specified in Article XIII (1) by operation of this provision.

Any shortfall in the total number of holidays shall be made up by providing an equivalent number of additional days off to be scheduled with the Office Director or pay in lieu of the holiday at the employee's option.

ARTICLE XIV - GENERAL LEAVES OF ABSENCE

(1) Leave Without Pay

- (a) The Authority may, at its discretion, grant an employee Leave Without Pay ("LWOP").
- (b) An employee on LWOP shall continue to be eligible for insurance benefits. The employee must pay the employee contribution routinely required for such benefit. If the employee fails to timely pay the employee contribution, the Authority may terminate the benefit.
- (c) An employee on LWOP does not accrue annual or sick leave.
- (d) An employee on LWOP shall continue to accrue service credit for seniority, anniversary date, and pension purposes for the first ninety (90) consecutive days of LWOP. An employee must return to pay status for at least thirty (30) consecutive days to restart the 90-day clock for these purposes. An employee on LWOP due to workers compensation or Local 2 leave will continue to receive service credit for pension purposes for the entire LWOP period.
- (e) An employee on LWOP in excess of ninety (90) days must notify HRMS of the employee's intention to return to duty at least two weeks in advance of the return to duty date.

- (f) An employee on LWOP is entitled to return to the employee's former position. If the former position has been filled, the employee is entitled to exercise displacement rights pursuant to Article VIII provided that the employee must first attempt to displace into the employee's former position.
- (g) If an employee is laid off while on LWOP, the employee's Article VIII displacement rights will be determined at the time of the layoff, provided that, if the employee is able to displace, the displacement will not be effective until the employee returns to duty.

(2) Medical Leave Without Pay

- (a) The Authority shall grant an employee Medical LWOP provided that the employee has no more than five (5) days accrued sick leave and provided that the application for Medical LWOP is accompanied by a doctor's certificate stating the reason for the request, the nature of the illness and job impairment, and the probable date of return.
- (b) The initial application for Medical LWOP may be for up to ninety (90) days. Medical LWOP may be extended in 30-day increments to a total of one year of Medical LWOP. Each extension application must be supported by an updated doctor certificate.
- (c) An employee on Medical LWOP will be otherwise subject to the provisions set forth in Paragraph (1) regarding LWOP generally.

(3) Maternity Leave

The Authority shall, upon written request, grant to pregnant employees a maternity leave of absence under the conditions

and procedures permitted to employees seeking leave for any other approved, non-job related, medical circumstances.

(4) Educational Leave

Employees may be granted Educational Leave of Absence for the purpose of improving existing skills or to acquire new skills which would be of benefit to the Authority. Applicants for an educational leave must apply in writing; the application must verify acceptance by the educational institution and must describe the manner in which the requested educational program would benefit the Authority. Employees provided educational leave shall be entitled to reinstatement pursuant to Section (1) hereof.

(5) Court Leave

Court leave not chargeable against annual leave will be granted to employees who are called for jury duty, both grand and petit, or appear as a witness in either a civil or criminal case. If an employee is a party in any litigation (or complaining witness in a criminal case), annual leave will be charged for any absences. However, if an action arises out of the course of the employee's duties with the Authority, court leave will be granted or the employee shall remain in a working status. Court leave will not be granted to any employee unless the employee turns over all fees, except expense money and/or transportation fees, received for jury duty or witness duty. An employee who is called for jury duty and is otherwise entitled to court leave shall not be required to report to work on the days the employee is on jury duty even though the jury duty does not overlap the employee's normal working hours.

(6) Funeral Leave

Funeral Leave, not to exceed three (3) working days, and without charge to annual leave or loss of pay, may be granted to an employee upon the death of a spouse, parent of spouse, child, parent, grandparent, brother, sister, step-parent, grandchild, or blood relative living in the home. In addition, two (2) days travel time may be granted when the employee is required to travel more than one hundred fifty (150) miles to attend the service.

(7) Military Leave

Military leave is granted to employees for reserve duty for up to a maximum annual amount of fifteen (15) days without charge to annual leave or loss of pay. Employees who enlist or who are inducted into the Armed Forces of the United States shall retain their earned seniority and the right of returning to active employment at the end of their first term of service, in accordance with Section (1) hereof.

(8) Administrative Leave

Employees may be granted administrative leave, at the discretion of the Authority for participation in activities away from the workplace which the Authority deems is of benefit to the Authority, or for other circumstances, not covered by other leave provisions of this Agreement, including weather emergencies or unscheduled federal administrative days. Administrative leave shall not be charged against annual leave. The Authority shall have discretion to determine whether administrative leave shall be with or without pay in appropriate circumstances.

ARTICLE XV – SICK LEAVE

- (1) Full-time employees shall earn sick leave at the rate of one-half day for each pay period. Part-time employees shall earn sick leave at the rate of one-half of their normally scheduled work day hours per pay period. Sick leave is intended to provide for illness or injury and for visits to doctors and dentists or other licensed health care practitioners for examination and treatment without loss of income.
- (2) Sick leave may be taken at the employee's need. When an employee is absent from work due to illness or injury, he must notify his supervisor within two hours of his normal reporting time. The Authority may require sick leave notification at least one hour before an employee's regular start time if: (1) the employee has been given advance notice of this requirement and (2) the position requires coverage during the absent employee's shift. Employees requesting sick leave for scheduled health care appointments should notify their supervisor of such anticipated absence in advance, and where practicable, three work days' notice should be provided. Supervisors may require that an employee provide a doctor's certificate for any illness which exceeds three (3) consecutive working days, or which appears to be excessive or abusive, provided that employees must be notified in advance that a doctor's certificate will be required for future absences until further notice.
- (3) In cases of extended illness, sick leave may be advanced up to a limit of twenty-six (26) days upon submission of a

statement by the doctor and approval by the Director of the Office of Human Resource Management and services.

- (4) Sick leave may be accumulated in an unlimited amount. Accumulated sick leave may be credited in increments of full months (22 days) toward credited service for pension purposes after an employee has attained eligibility for normal retirement.
- (5) Employees who suffer on the job injuries and who must miss time from work because of such injuries will be extended sick leave from the date of such injury until commencement of Workers Compensation insurance or until either the WMATA medical officer or the Workers Compensation carrier determines that the injury is not covered by Workers Compensation. In lieu of extending sick leave, the Authority may, at its discretion, grant disability leave without charge to sick or annual leave. If the employee does not have adequate sick leave to cover the period between injury and receipt of insurance, it will be advanced by the Authority. In the event sick leave is advanced under this section, the employee must reimburse the Authority for the advanced sick leave through deductions from accrued sick leave following the employee's return to work and the Authority may require the employee to reimburse the Authority from the proceeds of any retroactive Workers Compensation award. Employees using their own sick leave may replenish it at their discretion.

The maximum period of disability leave or sick leave advance shall be ninety (90) days for one injury. Except for voluntary use of accrued sick leave, there shall be no duplication of compensation or insurance under this section. All payments of Disability Leave are accepted in lieu of any

corresponding Workers Compensation entitlements and the acceptance of Disability Leave payments shall constitute a waiver by the receiving employee of any rights he or she may have against the Authority equivalent to the waiver resulting from receipt of Workers Compensation benefits.

- (6) Employees may use up to two (2) days of sick leave per year to care for sick dependents living in the employee's home. For purposes of this Section, "dependents" shall be limited to their relatives described in Article XIV, Section (6). These days may be accumulated. Use of sick leave to care for sick dependents is subject to the provisions of Section 2 regarding reporting and documentation.
- (7) The Parties shall continue a "Sick Leave Bank" into which employees may contribute sick leave for the use of participating employees, provided that the parties may terminate the Bank by mutual agreement. The terms for participating in and administration of the Sick Leave Bank shall be established in a separate document.

ARTICLE XVI – ANNUAL LEAVE

- (1) All employees of the Authority earn annual leave depending on length of service. Employees desiring to take leave must inform their supervisor of their preferred leave days in advance, at least three (3) work days where practicable. The supervisor shall grant employee leave requests except for just and sufficient business reasons. In addition to accrued annual leave, an employee may request, and the Office Director, at his discretion, may grant, annual leave that will accrue during the balance of the year.

- (2) Employees with less than three years of service will earn leave at the rate of thirteen (13) work days a year or one-half work day per pay period. Employees with more than three (3) but less than fifteen (15) years of service earn annual leave at the rate of twenty-one (21) work days per year. Employees with more than fifteen (15) years of service will earn leave at a rate of twenty-seven (27) work days per year. Part-time employees will earn leave at the rates specified above except work days shall be interpreted to mean the equivalent number of normally scheduled daily hours.
- (3) Annual leave may be accumulated from year-to-year but no more than thirty (30) days for employees with less than fifteen (15) years of service and forty-five (45) days for employees with over fifteen (15) years of service may be carried over from one year to the next. The accumulation of annual leave above these limitations on December 31 of each year shall be converted to sick leave. In the event any annual leave request is denied pursuant to Section (1) and the employee is unable to satisfactorily reschedule leave, the amount of denied leave shall be added to the maximum carry-over until used, without conversion, provided that this excess carry over must be taken or converted during the next year.

ARTICLE XVII – TRANSFER OF LEAVE

- (1) Employees who transfer between union and non-represented positions at the Authority will be credited with their accumulated annual and sick leave and their prior service credits for future accrual in accordance with the provisions

- of this Agreement or any other Agreement applicable to any bargaining unit to which they are transferred.
- (2) When an employee transfers from a L2TA position to a L2TS position, the employee's accumulated leave following the transfer shall be determined by multiplying the employee's accumulated leave hours by 1.07 rounded to the nearest hour. When an employee transfers from a L2TS position to a L2TA position, the employee's accumulated leave following the transfer shall be determined by multiplying the employees' accumulated leave hours by .94 rounded to the nearest hour.
 - (3) Employees who resign from the Authority or whose employment is terminated shall be entitled to payment for all accrued annual leave and compensatory time subject to the provisions of Article IX, Discipline and Resignation.

ARTICLE XVIII – INSURANCE

- (1) The Authority shall provide the following types of insurance for each employee (except part-time employees who work less than (10) hours per week) with co-payment of premiums as follows:
 - (a) Health Insurance – The Authority shall provide a choice between an HMO or the CIGNA Open Access Plan in effect September 21, 2006 or its equivalent. The percentage of employee premium obligation shall be determined in accordance with subsection (c) below and Appendix H. For employees enrolled in the Aetna High Option plan on May 14, 1997, the Authority will continue to provide the choice of an equivalent to this plan, provided that an employee who leaves the plan

may not re-enroll in the plan and provided that the employee contribution percentage shall be computed in accordance with subsection (c) below and Appendix H.

Except as noted below, coverage shall continue at existing levels, including the following provisions:

1. Second Surgical Opinion
2. Pre-Certification Review
3. Well Person Physical (not to exceed \$400 per physical) as follows:
 - 0-49 years of age biennially
 - 50 years of age or more annually
4. Hearing Prosthetics

The Medical Insurance provisions under the Aetna High Option or its equivalent shall provide:

1. Vision Care
2. PAP Smear
3. Major Medical coverage of hearing prosthetic expense in excess of current benefit.
4. A two-hundred dollar (\$200) family deductible will be calculated on a “rolling” basis whereby all family members’ covered expenses count toward the family deductible.

This section only summarizes unit health benefits. Complete information will be provided in a Booklet-Certificate at a later date.

Effective as of the date such change can be implemented by CIGNA (but not earlier than September 1, 2006), a new 3-tier prescription drug program will be implemented in the CIGNA-Open Access Plus product with the basic retail pharmacy provision as follows:

1. \$5 co-pay for Generic Drugs
2. \$10 co-pay for Preferred Brand Name Drugs, and
3. \$20 co-pay for non-Preferred Brand Name Drugs

Mail order program will provide a 90-day supply for two times the 30-day retail pharmacy co-pay. This section only summarizes unit health benefits. Complete information has been provided in a Booklet-Certificate issued to employees.

- (b) Dental Insurance – All employees subject to this agreement are eligible to participate in the Dental Plan described in Appendix I. The Authority will pay 50% of premium cost for such Dental coverage.

Coverage shall continue at existing levels.

Complete information regarding dental coverage will be contained in a Booklet-Certificate issued to employees upon request.

- (c) Health Benefit Premium Sharing. Effective as of the date such change can be implemented by the Authority's Benefits Office (but not earlier than September 1, 2006), Appendix H shall be revised to provide that the full-time employee share of the total premium charged will be fifteen percent (15%) for all plan offerings other than the closed indemnity plan (i.e., the HMO and CIGNA Open Access Plus plan). The closed indemnity plan employee share will be set at twenty percent (20%) for the 1+1 and family options and fifteen percent (15%) for the single option. Proportional adjustments will be made for the employee rates for part-time employees. Starting with the plan year beginning July 1, 2007, seventy-five percent (75%) of any cost increase for any plan offering

other than the closed indemnity plan shall be paid by the Authority and twenty-five (25%) shall be paid by employees.

- (d) Life Insurance – The Authority shall provide for all employees group life insurance equal to one and one-half (1.5) of the employee’s base annual salary with minimum coverage established at \$30,000. Optional group life insurance (100% employee paid), which includes opportunities for coverages of spouses and dependent children, shall be made available according to the rates and conditions quoted by the insurer.
- (e) Long Term Disability – The Authority shall continue to provide the Long Term Disability Insurance Program currently in effect or its equivalent, as described in the WMATA LTD booklet, during this Agreement. Premium costs shall be allocated in accordance with the ratio now in effect.

Coverage shall continue at existing levels and premium obligation (percentages) including the following provisions:

- 1. No two (2) year mental disability limitation
- 2. Monthly benefit cap - \$4,000

This section only summarizes unit health benefits. Complete information will be provided in a Booklet – Certificate at a later date.

- (2) Employees may elect pre-tax treatment for employee insurance premiums. Employees electing such pre-tax treatment may select one of two options: pre-tax treatment of all premiums or pre-tax treatment of all premiums except long-term disability premiums.

(3) The Authority will pay \$1,000 annual cash bonus commencing in the 1994-1995 contract year to each employee who declines to participate in the Authority's health insurance.

(4) Health Benefit Premium Gainsharing Credit

If (a) the independently generated Customer Satisfaction Survey Scores randomly produced for the Authority match or exceed the goal of 87% for FY07 for respondents rating the service provided by the Authority as satisfied as opposed to neutral or dissatisfied, and (b) the Authority as satisfied as opposed to neutral or dissatisfied, and (c) the Authority FY07 operating budget surplus exceeds \$10,200,000, then the Authority will provide each full-time employee participating in a Local 2 Health Plan with a credit of the lesser of \$500 or the required employee contribution for 2008. The credit would be applied to the employee share of health benefit premiums for the 2008 plan year (with an equal portion of the credit applied to each payroll period for 2008). If the FY07 surplus is between \$5,100,000 and \$10,200,000, and the above-mentioned goal is met, the credit will be up to \$250.

ARTICLE XIX – PENSION

(1) The Washington Metropolitan Area Transit Authority Retirement Plan effective October 1, 1967, as amended, and in effect as of the date of this Agreement, shall be maintained in full force and effect by the Authority for the duration of this Agreement except as set forth below. The Plan shall cover only full-time regular employees.

Said Pension Plan as it applies to members of the bargaining unit covered by this Agreement, shall be subject to the terms of this Agreement. Plan trustees shall not be permitted to make any substantive changes in Plan provisions or in currently effective administrative rules and regulations, affecting the bargaining unit, unless and until such changes are agreed upon (or arbitrated) by the Authority and the Union.

- (2) The Authority agrees that the Union may appoint one (1) of the two employee representative trustees to serve on the Board of Trustees constituted pursuant to the WMATA Retirement Plan.
- (3) The Authority has established a defined contribution plan ("DCP"). The DCP shall apply to all employees hired after the effective date of the DCP, to long-term temporary employees employed on the effective date of the DCP, and to regular part-time employees employed on the effective date of the DCP. Participation in the existing defined benefit Retirement Plan shall be limited to full-time regular employees hired before the effective date of the DCP. The DCP has replaced the prior deferred compensation benefit for long-term temporary employees. The Authority shall contribute four percent (4%) of base salary to the DCP and shall contribute an additional amount not to exceed 3% of base salary to the DCP matching the funds deferred by the employee under the Authority's deferred compensation plan. Authority contributions to the DCP shall be subject to three-year cliff vesting; employees shall receive Authority date-of-hire service credit for vesting purposes. Agreements regarding DCP structure and administration are set forth in a separate Letter of Understanding. Employees being rehired

by the Authority shall be placed in the WMATA Retirement Plan instead of the DCP if, because of their previous WMATA employment, they had at least one (1) year of credited service in the Retirement Plan and left WMATA employment having either a deferred vested benefit from the Retirement Plan or a greater amount of credited service than the period of time that elapsed since their previous WMATA employment.

- (4) Upon retirement, employees hired prior to January 1, 2010, shall be eligible for Health Insurance benefits received by retired non-represented Authority employees. Employees who participate in the DCP will qualify for health and life insurance benefits upon leaving the Authority, if employee has at least ten (10) years of service and is at least age sixty (60) at time of retirement, or employee has five years of service and is at least age sixty-five (65) at time of retirement. Unpaid sick leave will not constitute Authority service for this purpose.

Upon retirement, employees shall be eligible for life insurance benefits received by retired non-represented Authority employees.

Employees hired on or after January 1, 2010 will not be entitled to retiree health insurance coverage.

- (5) The Washington Metropolitan Area Transit Authority Retirement Plan will contain the following provisions:
 - (a) The early retirement reduction factor shall not exceed 0.166667% per month approximately 2% per year) from the earlier of the current Rule of 83 eligibility date or age 65, provided the employee must be at least age 55 at retirement.

- (b) The retirement-through-age-65 benefit supplement will be provided to all retirees, provided the employee must be at least age 55 at retirement.
- (c) The vesting requirement will be five-year cliff vesting for employees.
- (d) The cost of living benefit adjustment will be 80% of CPI-W.
- (e) Pension service credit will be eliminated for time that an employee is on leave without pay (LWOP) in excess of 90 consecutive days for purposes other than workers compensation and Local 2 leave.
- (f) The provisions specifying plan participation will accommodate employees working alternate work schedules.
- (g) The minimum age for an unreduced retirement benefit under Rule 83 will be lowered to age fifty-five (55) from age sixty (60).
- (h) The normal retirement will be determined as follows:
 - (1) For the Participant's first twenty (20) years of Credited Service.
 - a. one and six-tenths percent (1.6%) of the Participant's Final Average Earnings, up to the Participant's Social Security Breakpoint multiplied by the number of years of Credited Service up to and including 20 years, plus
 - b. two and one-half percent (2.5%) of the Participant's Final Average Earnings greater than his Social Security Breakpoint multiplied by the number of years of Credited Service up to and including 20 years, plus

- (2) For the Participant's years of Credited Service greater than (20), one and six-tenths percent (1.6%) of the Participant's Final Average Earnings Multiplied by the number of years of Credited Service greater than 20 years.
- (i) The changes in (5)(g) and (h) above are contingent upon restructuring of the WMATA Retirement Plan to create a separate plan for employees represented by Local 2 by transferring the employees represented by Local 2 to a new plan. The new plan will receive the liabilities for all employees represented by Local 2 (current, terminated, vested, retirees, beneficiaries), along with assets equal to the fair market value of the Plan assets on the date of transfer times the ratio of the actuarial accrued liability for the employees represented by Local 2 (current, terminated, vested, retirees, beneficiaries) as of the transfer date over the total actuarial accrued liability under the Plan on such date. The asset and liability figures would be computed by the plan actuary (William M. Mercer, Inc.) based on (1) the actuarial cost method, factors and assumptions used in determining plan costs under the most recent Actuarial Valuation Report and (2) the terms of the Pension Plan as of the date of transfer (including the modifications required by the new collective bargaining agreement). The new plan for employees represented by Local 2 will also allow the Authority to use the actuarial surplus in the plan (i.e., the fair market value of plan assets over the actuarial accrued liability) to pay the Authority's share of the cost of ancillary or other benefits (such as death benefits, disability

benefits and retiree medical benefits) for the employees represented by Local 2 (current, terminated vested retirees, beneficiaries) to the maximum extent permitted for qualified retirement plans under existing provisions of the Internal Revenue Code) (but including, for this purpose any extension of the provisions of Section 420 of the Internal Revenue Code) (that is the Authority could use surplus plan assets to fund the Authority's share of benefits currently provided outside of the plan by amending the terms of these benefits and the plan document to provide that such benefits will be provided within the confines of the new plan).

The new plan will have terms identical to the existing plan except for any changes necessary to (1) obtain a determination letter from the Internal Revenue Service that the new plan meets the requirements for qualification under Section 401(a) of the internal Revenue Code, and (2) reflect the changes in benefits and other Plan provisions contained in the parties Tentative Agreement, dated 09/15/01 including, without limitation, those provisions which relate to the ability of the Authority to utilize surplus assets to pay the Authority's share of benefits for employees represented by Local 2 – current, terminated vested, retirees, beneficiaries.

(j) When developed, the Authority will provide a toll free number that retirees can use to obtain Plan and benefit information.

The Retirement amendments set forth in this paragraph will apply only to employees who are active employees on or after the effective date of the plan amendments. The amendments

made pursuant to subsections (g) and (h) were effective as of June 29, 2001.

The existing (defined benefit), WMATA/Local 2 Retirement Plan will be amended to provide that, solely in the case of a Participant who ceases to work for the Authority on or after July 1, 2006 Compensation for the period July 1, 2004 through June 20, 2006 will be computed on the basis of the basic compensation shown on the pay grade schedule maintained by the Authority instead of basic compensation actually received by a Participant.

ARTICLE XX- GRIEVANCE AND ARBITRATION

- (1) Prompt resolution of employer-employee differences is of great importance to the Union, the employees covered by this Agreement, and the efficient operation of the Authority. This grievance and arbitration procedure is designed to resolve problems at the lowest possible administrative level and at the earliest practicable time. It is also designed to afford adequate notice to all parties, and to provide full information as to the facts and issues involved in simplified procedures to be followed by all parties.

Grievances shall be defined as any dispute between the Authority, the Union or the employees arising from or requiring an interpretation of this Agreement

- (2) A grievance against the Authority shall be handled in the following manner:

Initiation: Grievances relating to discharge, grievances involving an Office other than the grievant's Office, and grievances initiated solely by the Union shall be initiated at Step 2. All other grievances shall be initiated at Step 1. Any

grievance that is not timely presented at Step 2 shall be considered waived.

Step 1: The grievant shall bring his grievance to the attention of his immediate supervisor. Within five (5) working days, the supervisor shall meet with the grievant at a mutually-convenient time to discuss the grievance. At the grievant's request, the steward may also attend. Within three (3) working days after the meeting, the supervisor shall give a verbal answer to the grievant.

Step 2: The grievant or the Union shall file a written grievance with the Office Director responsible for the grievable action. This written grievance shall be filed within twenty (20) working days of the original grievable action or the date the grievant reasonably would have been expected to know of the events outlined in the grievance. This time limit may be extended by written agreement of the employee or the Union and the supervisor or Office Director. The written grievance shall contain a brief statement of facts describing the complaint, a statement of the provisions of this Agreement alleged to be violated, and a statement of relief requested. The written Step 2 grievance shall be in a standard format designed by Local 2. The Office Director (or designee) shall meet with the grievant and the appropriate area Shop Steward, or another steward if the area steward is unavailable, within ten (10) working days of receipt of the written grievance. The Office Director (or designee) will issue a written decision within ten (10) working days of the Step 2 meeting.

Step 3: If the grievance is not resolved by the Step 2 decision, the grievance may be presented by the Union to the LABR Director (or designee) within ten (10) working days

from the receipt of the Step 2 decision. The written Step 3 grievance shall be in a standard format designated by Local 2. The LABR Director (or designee) will meet with the grievant and Chief Shop Steward, or a designated Area Shop Steward, within ten (10) working days of such Step 2 appeal. The LABR Director (or designee) will issue a written decision within ten (10) working days of the Step 3 meeting.

Step 4: Any grievance that has been properly processed through the grievance procedure specified in this Article and which has not been settled by Step 3 may be appealed to final and binding arbitration. Arbitration must be demanded by written notice from the Union to the LABR Director (or designee) within thirty (30) calendar days after receipt of the Step 3 answer. If arbitration is not requested within this time frame, it shall be deemed to have been waived and the grievance will be considered resolved at the Step 3 disposition.

(3) A grievance against the Union shall be handled in the following manner:

Initiation: Grievances shall be initiated at Step 1. Any grievance that is not presented timely at Step 1 shall be considered waived.

Step 1: The Authority shall file a written grievance with the Chief Shop Steward within twenty (20) working days of the original grievable action or the date the Authority reasonably would have been expected to know of the events outlined in the grievance. The written grievance shall contain a brief statement of facts describing the complaint, a statement of the provisions of this Agreement alleged to be violated, and a statement of relief requested. The Chief Shop Steward shall meet with the Authority official filing the

grievance within ten (10) working days of receipt of the written grievance. The Chief Shop Steward will issue a written decision within ten (10) working days of the meeting.

Step 2: Any grievance that has been properly processed through the grievance procedure specified in this Article and which has not been settled by Step 1 may be appealed to final and binding arbitration. Arbitration must be demanded by written notice from the Authority to the Chief Shop Steward within thirty (30) calendar days after receipt of the Step 1 answer. If arbitration is not requested within this time frame, it shall be deemed to have been waived and the grievance will be considered resolved at the Step 1 disposition.

- (4) Notwithstanding any of the above provision, the Authority and the Union recognize the right of the employee(s) to settle his or her grievance directly, provided that the terms of settlement are not inconsistent with the provisions of this Agreement. The settlement of any grievance which has been reduced to writing must be confirmed in writing to the grievant with a copy provided simultaneously to the Union.
- (5) Upon receipt of a timely demand for arbitration, the parties shall promptly appoint their partisan arbitrators. The respective arbitrators shall attempt promptly to select a mutually agreeable neutral to serve as chairman of a three person Board of Arbitration. In the event the two partisan arbitrators are unable to agree upon the selection of a neutral arbitrator within ten (10) working days, either party may request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to furnish a list of not more than seven (7) arbitrators, one of whom may be designated by the parties to act as the chairman of the Board of Arbitration; if the parties cannot

agree upon an arbitrator from the list, selection shall be made by the partisan arbitrators by alternately striking names from the list until only one name remains. The final name remaining shall be chairman of the Board of Arbitration.

- (6) The jurisdiction and authority of the Board of Arbitration on contract grievances and the Board's opinion and award shall be confined exclusively to the specific provision or provisions of the agreement at issue between the Union and the Authority. Except as provided in Section 7, the Board shall have no authority to add to, alter, amend or modify any provision of this Agreement. A decision of a majority of the Board of Arbitration shall be final and binding. Either party may request an Executive Session within five (5) working days from receipt of a proposed award from the Board chairman. All members of the Board shall either subscribe to the majority award or may file a written dissent, provided that such dissent must be submitted within five (5) working days from the date of any Executive Session of the Board of Arbitration at which a majority award is designated.
- (7) Disputes over contract issues or other circumstances existing as of the date of execution of this agreement shall be subject to the exclusive recourse set forth in Section (6) above. Disputes not covered by this agreement concerning the wages, hours or working conditions of unit employees, including allegations of discrimination based on anti-union animus, shall first be subject to collective bargaining between the parties. Either party may invoke interest arbitration by declaring that no agreement has been achieved by negotiation. Such disputes shall be resolved in accordance with the procedure for arbitration established in

Sections 5 and 6 above but shall not be subject to the jurisdictional or remedial limitations of Section 6.

- (8) The Union and the Authority shall each bear their own expenses in the arbitration proceeding, except that they shall share equally the fee and other expenses of the hearing and the chairman of the Board of Arbitration in connection with the grievance submitted to the Board.

ARTICLE XXI – NO STRIKE

- (1) During the life of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sit-down, sit-in, slowdown, cessation or stoppage of work, mass absenteeism, boycott, picketing, or refuse to faithfully and properly perform in whole or in part, any customarily assigned duties for the Authority, or conduct any other interference with or interruption of work at any of the Authority's operations including the recognition of and refusal to cross any picket line erected at Authority premises, and the Authority agrees that there shall be no lockout.
- (2) In the event of an unauthorized strike, slowdown, or stoppage of work, the Authority agrees that there will be no liability on the part of the Union provided the union promptly and publicly disavows such unauthorized strike, slowdown, or stoppage of work, orders the employees to return to work, utilizes all best efforts to ensure the return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the Authority, in writing, within twenty-four (24)

hours after the commencement of such job action, what measures it has taken to comply with provisions of this Article.

- (3) The Authority shall have the right to discipline, by way of suspension, discharge or otherwise, any person who participates in any violation of this Article.

ARTICLE XXII – MISCELLANEOUS

- (1) Savings and Separability

It is not the intention of the Authority or the Union to violate any applicable laws or regulations by the enactment of this Agreement or in the application of its terms. In the event any provision of this Agreement is determined by a final judicial order to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect. The Authority and the Union agree that if and when any provision of this Agreement or the Agreement itself is finally determined to be illegal or void, they will enter into negotiations promptly concerning the substance affected by such decision for the purpose of achieving conformity with the applicable law or regulation and the intent of the parties hereto.

- (2) The Authority shall recognize a joint labor management committee consisting of three (3) representatives of the Union and three (3) representatives of the Authority to meet quarterly to discuss problems and conditions that can affect the morale and well-being of the employees.

- (3) Educational Assistance

The Authority agrees to provide educational assistance reimbursement for tuition, text books, and laboratory fees for

employees who satisfactorily complete educational courses approved in advance by their office director, under the following schedule:

- (a) If the course relates directly to the employee's present job function and will enhance the employee's ability to perform his assigned work; 100% reimbursement;
 - (b) If the course is of significant value to the employee's office or to the Authority as a whole, or enhances the employee's ability either to perform his currently assigned duties or his future mobility within the Authority; 50% reimbursement;
 - (c) Educational assistance will be committed, in advance, on a semester-by-semester basis, and will be paid to those employees who complete their course of study with a minimum C average, or its equivalent;
 - (d) Educational assistance funding will be subject to budget constraints established by the Board and will be allocated on a first come, first served basis. To the extent there are conflicts in funding requests, employees pursuing a continuing course of study will be granted preference for available funds.
- (4) Employees required to wear a uniform by the Authority during their ordinary course of duty will be provided a semi-annual uniform allowance of \$95.00 dollars. The uniform allowance will be provided in the first pay period following January 1 and July 1 of each year. Training employees will be provided one set of clean coveralls to carry with them in case of emergency service. The employee may exchange coveralls soiled in the line of duty for clean coveralls.
- (5) Active employees and employees who retire from active employment shall be provided a transit pass. Long term

temporary employees who “retire” at (1) age 60 with ten (10) years of service or (2) age 65 with five (5) years of service shall be provided a transit pass.

(6) The Authority and the Union shall share the cost of printing copies of this Agreement for representatives of the Union, for representatives of management, and for distribution among bargaining unit employees. The Union shall be responsible for distribution among the bargaining units.

(7) Confidential Personnel File Data

If the Authority chooses to solicit and maintain information relating to confidential pre-employment inquiries, the information will be placed under seal at the conclusion of the employee’s probationary period. Such information will be exempt from employee review pursuant to Article IX, provided that the information is not used in conjunction with any post-probationary employment or promotion decision at the Authority. In the event such information is used following the probationary term, the information will be disclosed, upon request, to the employee but the source of such information must remain confidential.

(8) The Authority will extend provisions of the Policy Instruction regarding indemnification to Local 2 employees.

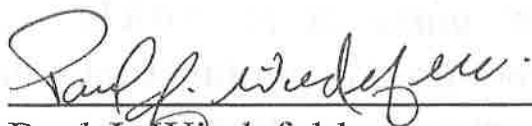
(9) Local 2 will maintain a depository in the Jackson Graham Building for receipt of official documents. The placing of a document in the depository constitutes deliver to Local 2.

ARTICLE XXIII – DURATION

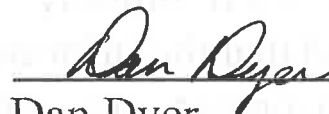
This Agreement shall be in full force and effect until June 30, 2016 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty days prior to any expiration date of an intent to modify the Agreement.

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

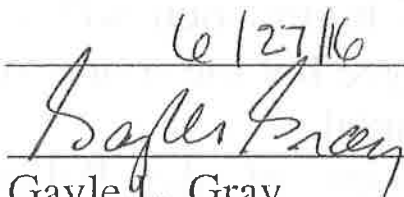
**OFFICE AND PROFESSIONAL
EMPLOYEES
INTERNATIONAL UNION
LOCAL NO. 2, AFL-CIO**



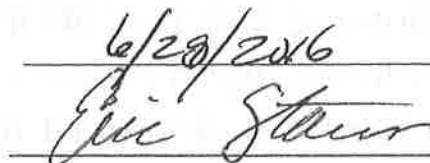
Paul J. Wiedefeld
CEO/General Manager



Dan Dyer
President

6/27/16


Gayle L. Gray
Director, Labor Relations

6/29/2016


Eric Starin
Chief Shop Steward

6/27/16

6/28/2016

APPENDIX A

OPEIU LOCAL 2 SHOP STEWARDS

Last Name	First Name	Location	Phone Number
Starin	Eric	Chief Steward	202-962-1790
Lowden	Edith	Asst. Chief Steward	202-962-6327
Basava	Venkata	IT/JGB	202-962-2083
Biggans	Joseph	IRCM/Lydell Road	301-955-5501
Carrington	Michael	CSVC/PG Plaza	301-562-4678
Coley	Ruby	PRMT/CTF	301-955-7173
Geroux	William	PRMT/JGB	202-962-2467
Jackson	Darnell	ROQT/CTF	301-618-1227
Jones	Brenda	RISS/Brentwood	202-962-5632
McClary	Bryant	BPLN/JGB	202-962-1177
McDaniel	Leonte	CPMO/JGB	202-962-2591
Palmore	Darwin	CENV/Greenbelt	301-955-2165
Price	Alfred	CENI/JGB	202-962-1864
Wright	Terrence	BTRA/CTF	301-618-7729

APPENDIX B

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2012 SALARY SCHEDULE TA (LOCAL 2)

Approved: October 24, 2013
Effective Date: July 1, 2012

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10	
1	20,568.686	21,897.015	23,261.247	24,661.379	25,587.367	26,507.175	27,441.832	28,361.641	29,177.452	30,164.106	31,069.052
2	22,264.690	23,698.244	25,176.368	26,685.441	27,688.186	28,688.457	29,694.920	30,693.953	31,695.462	32,647.450	33,626.678
3	23,708.152	25,237.028	26,805.520	28,414.868	29,488.178	30,549.111	31,617.471	32,689.539	33,752.947	34,763.125	35,805.482
4	25,159.036	26,772.099	28,440.864	30,149.248	31,283.218	32,406.049	33,541.257	34,673.992	35,806.721	36,883.745	37,989.240
5	26,767.146	28,485.433	30,255.714	32,071.801	33,272.621	34,478.390	35,822.813	36,881.271	38,098.181	39,240.823	40,418.119
6	28,371.540	30,188.863	32,066.850	34,000.538	35,266.973	36,548.258	37,823.359	39,097.218	40,379.741	41,591.702	42,839.567
7	30,014.313	31,948.002	33,936.166	35,971.369	37,329.416	38,671.359	40,029.399	41,371.346	42,730.628	44,010.673	45,330.339
8	31,660.798	33,704.665	35,805.482	37,954.580	39,391.853	40,809.312	42,239.155	43,652.907	45,077.795	46,432.121	47,824.825
9	33,869.313	36,055.554	38,292.540	40,600.099	42,127.735	43,651.668	45,178.070	46,697.042	48,220.974	49,669.387	51,158.648
10	36,066.694	38,396.530	40,784.553	43,243.141	44,863.625	46,485.352	48,108.323	49,737.475	51,362.914	52,900.455	54,487.519
11	38,569.845	41,056.903	43,613.291	46,241.478	47,972.145	49,702.810	51,437.189	53,180.235	54,909.665	56,558.625	58,255.867
12	41,068.049	43,709.849	46,442.029	49,236.098	51,083.137	52,930.169	54,779.679	56,631.666	58,466.318	60,221.747	62,027.928
13	43,794.030	46,620.292	49,522.065	52,506.788	54,468.953	56,442.258	58,418.040	60,386.397	62,347.322	64,220.354	66,146.618
14	46,518.777	49,524.543	52,600.871	55,773.757	57,867.145	59,955.584	62,047.736	64,144.836	66,229.563	68,211.531	70,259.114
15	49,395.797	52,582.302	55,851.749	59,219.000	61,433.709	63,658.322	65,876.741	68,095.165	70,318.538	72,428.021	74,600.638
16	52,269.099	55,635.108	59,102.632	62,661.763	65,001.506	67,354.861	69,703.271	72,054.156	74,412.466	76,646.985	78,945.874
17	55,621.491	59,201.669	62,883.357	66,669.036	69,170.948	71,671.629	74,169.826	76,681.646	79,178.608	81,557.965	84,004.176
18	58,962.739	62,766.990	66,671.511	70,683.736	73,336.680	75,989.629	78,642.573	81,296.757	83,950.938	86,467.709	89,062.470
19	62,660.521	66,699.981	70,852.097	75,116.865	77,941.887	80,755.771	83,574.602	86,403.336	89,213.499	91,889.969	94,645.666
20	66,355.830	70,634.219	75,033.925	79,551.231	82,535.955	85,523.146	88,512.821	91,501.252	94,472.354	97,307.279	100,227.620
21	70,486.897	75,040.113	80,268.015	84,510.497	87,677.197	90,852.563	94,037.832	97,204.525	100,361.321	103,369.564	106,470.650
22	74,629.112	79,446.007	84,386.700	89,469.761	92,822.154	96,185.687	99,551.697	102,905.330	106,250.293	109,439.272	112,723.583
23	79,223.177	84,340.900	89,584.889	94,981.157	98,546.474	102,108.083	105,674.645	109,243.677	112,916.701	116,303.759	119,792.327
24	83,827.146	89,238.264	94,785.555	100,488.831	104,262.132	108,036.666	111,795.110	115,570.886	119,336.759	122,913.216	126,601.098

APPENDIX B

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2012 SALARY SCHEDULE
TS (LOCAL 2)

Approved: October 24, 2013
Effective Date: July 1, 2012

	Minimum	Midpoint	Maximum	Longevity
TS-01	52,784.088	61,628.685	70,473.283	72,587.482
TS-02	56,052.300	65,436.028	74,819.757	77,064.349
TS-03	59,314.321	69,237.800	79,161.278	81,536.117
TS-04	63,108.666	73,675.263	84,241.861	86,769.116
TS-05	66,910.438	78,113.965	89,317.492	91,997.016
TS-06	71,102.166	83,012.567	94,922.970	97,770.659
TS-07	75,301.322	87,915.504	100,529.685	103,545.576

Satisfactory or better service is required for a 3% increase below the midpoint

Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX C

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2013 SALARY SCHEDULE TA (LOCAL 2)

Approved: October 24, 2013
Effective Date: July 1, 2013

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					LONGEVITY	3 years at step 10 required for Longevity	
	1	2	3	4	5	6	7	8	9	10			
1	20,980.060	22,334.956	23,726.471	25,154.607	26,099.114	27,037.319	27,990.669	28,928.874	29,761.001	30,767.388	31,690.433	31,690.433	31,690.433
2	22,709.984	24,172.209	25,679.896	27,219.149	28,241.950	29,262.226	30,288.818	31,307.832	32,329.371	33,300.399	34,299.211	34,299.211	34,299.211
3	24,182.316	25,741.769	27,341.630	28,983.165	30,077.942	31,160.093	32,249.820	33,343.329	34,428.006	35,458.388	36,521.591	36,521.591	36,521.591
4	25,662.216	27,307.541	29,009.681	30,752.233	31,908.882	33,054.170	34,212.082	35,367.472	36,522.856	37,621.419	38,749.025	38,749.025	38,749.025
5	27,302.489	29,055.142	30,860.828	32,713.237	33,938.073	35,167.957	36,539.270	37,618.897	38,860.145	40,025.639	41,226.482	41,226.482	41,226.482
6	28,938.971	30,792.641	32,708.187	34,680.549	35,972.312	37,279.223	38,579.826	39,879.162	41,187.336	42,423.537	43,696.358	43,696.358	43,696.358
7	30,614.600	32,586.962	34,614.889	36,690.797	38,076.004	39,444.787	40,829.987	42,198.773	43,585.240	44,890.887	46,236.946	46,236.946	46,236.946
8	32,294.014	34,378.758	36,521.591	38,713.672	40,179.690	41,625.498	43,083.938	44,525.965	45,979.351	47,360.763	48,781.321	48,781.321	48,781.321
9	34,546.699	36,776.665	39,058.391	41,412.101	42,970.290	44,524.701	46,081.632	47,630.983	49,185.393	50,662.775	52,181.821	52,181.821	52,181.821
10	36,788.028	39,164.461	41,600.244	44,108.004	45,760.897	47,415.059	49,070.489	50,732.224	52,390.173	53,958.464	55,577.269	55,577.269	55,577.269
11	39,341.241	41,878.041	44,485.557	47,166.308	48,931.587	50,696.866	52,465.933	54,243.840	56,007.858	57,689.798	59,420.984	59,420.984	59,420.984
12	41,889.410	44,584.046	47,370.870	50,220.820	52,104.799	53,988.772	55,875.272	57,764.300	59,635.644	61,426.182	63,268.487	63,268.487	63,268.487
13	44,669.910	47,552.698	50,512.506	53,556.924	55,558.332	57,571.103	59,586.400	61,594.125	63,594.268	65,504.761	67,469.550	67,469.550	67,469.550
14	47,449.153	50,515.033	53,652.889	56,889.232	59,024.488	61,154.695	63,288.690	65,427.733	67,554.154	69,575.762	71,664.296	71,664.296	71,664.296
15	50,383.713	53,633.948	56,968.784	60,403.380	62,662.383	64,931.488	67,194.276	69,457.069	71,724.909	73,876.581	76,092.651	76,092.651	76,092.651
16	53,314.481	56,747.810	60,284.685	63,914.998	66,301.536	68,701.959	71,097.337	73,495.239	75,900.716	78,179.925	80,524.791	80,524.791	80,524.791
17	56,733.921	60,385.703	64,141.025	68,002.417	70,554.367	73,105.062	75,653.223	78,215.279	80,762.180	83,189.124	85,684.260	85,684.260	85,684.260
18	60,141.994	64,022.329	68,004.942	72,097.411	74,803.414	77,509.422	80,215.424	82,922.692	85,629.957	88,197.063	90,843.720	90,843.720	90,843.720
19	63,913.732	68,033.981	72,269.139	76,619.202	79,500.725	82,370.886	85,246.094	88,131.403	90,997.769	93,727.768	96,538.579	96,538.579	96,538.579
20	67,682.946	72,046.903	76,534.603	81,142.256	84,186.674	87,233.609	90,283.078	93,331.277	96,361.801	99,253.424	102,232.173	102,232.173	102,232.173
21	71,896.635	76,540.915	81,873.375	86,200.707	89,430.741	92,669.614	95,918.589	99,148.616	102,368.548	105,436.956	108,600.063	108,600.063	108,600.063
22	76,121.694	81,034.927	86,074.434	91,259.156	94,678.598	98,109.401	101,542.731	104,963.437	108,375.299	111,628.058	114,978.055	114,978.055	114,978.055
23	80,807.641	86,027.718	91,376.587	96,880.780	100,517.403	104,150.245	107,788.138	111,428.550	115,175.035	118,629.835	122,188.174	122,188.174	122,188.174
24	85,503.689	91,023.030	96,681.266	102,498.608	106,347.375	110,197.400	114,031.012	117,882.304	121,723.494	125,371.480	129,133.120	129,133.120	129,133.120
25	90,804.918	96,666.457	102,675.504	108,853.522	112,940.912	117,029.638	121,100.935	125,191.007	129,270.350	133,144.512	137,139.374	137,139.374	137,139.374
26	96,071.603	102,273.112	108,630.683	115,167.026	119,491.485	123,817.357	128,124.789	132,452.085	136,768.031	140,866.893	145,093.458	145,093.458	145,093.458

APPENDIX C

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2013 SALARY SCHEDULE
TS (LOCAL 2)

Approved: October 24, 2013
Effective Date: July 1, 2013

	Minimum	Midpoint	Maximum	Longevity
TS-01	53,839.770	62,861.259	71,882.749	74,039.231
TS-02	57,173.346	66,744.748	76,316.152	78,605.636
TS-03	60,500.608	70,622.556	80,744.504	83,166.839
TS-04	64,370.839	75,148.768	85,926.698	88,504.499
TS-05	68,248.646	79,676.244	91,103.842	93,836.957
TS-06	72,524.209	84,672.819	96,821.430	99,726.072
TS-07	76,807.348	89,673.814	102,540.279	105,616.487

Satisfactory or better service is required for a 3% increase below the midpoint

Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX D

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2014 SALARY SCHEDULE TA (LOCAL 2)

Approved: October 24, 2013
Effective Date: July 1, 2014

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					LONGEVITY	3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10		
1	21,399.661	22,781.655	24,201.001	25,657.699	26,621.097	27,578.065	28,550.482	29,507.451	30,356.221	31,382.736	32,324.242	34,985.195
2	23,164.184	24,655.653	26,193.494	27,763.532	28,806.789	29,847.471	30,894.595	31,933.988	32,975.959	33,966.407	34,985.195	37,252.023
3	24,665.962	26,256.604	27,888.463	29,562.828	30,679.501	31,783.295	32,894.816	34,010.196	35,116.567	36,167.555	37,252.023	39,524.005
4	26,175.461	27,853.692	29,589.875	31,367.277	32,547.060	33,715.254	34,896.324	36,074.821	37,253.313	38,373.848	39,524.005	42,051.011
5	27,848.539	29,636.244	31,478.045	33,367.501	34,616.835	35,871.317	37,270.055	38,371.275	39,637.348	40,826.152	42,051.011	44,570.285
6	29,517.751	31,408.494	33,362.350	35,374.160	36,691.758	38,024.807	39,351.423	40,676.745	42,011.083	43,272.007	44,570.285	47,161.685
7	31,226.892	33,238.701	35,307.187	37,424.613	38,837.524	40,233.682	41,646.587	43,042.749	44,456.945	45,788.704	47,161.685	49,756.948
8	32,939.894	35,066.333	37,252.023	39,487.945	40,983.284	42,458.008	43,945.617	45,416.484	46,898.938	48,307.978	49,756.948	53,225.458
9	35,237.633	37,512.198	39,839.559	42,240.343	43,829.695	45,415.195	47,003.264	48,583.603	50,169.101	51,676.030	53,225.458	56,688.815
10	37,523.788	39,947.750	42,432.249	44,990.164	46,676.115	48,363.360	50,051.899	51,746.868	53,437.976	55,037.634	56,688.815	60,609.404
11	40,128.066	42,715.602	45,375.268	48,109.634	49,910.219	51,710.803	53,515.252	55,328.717	57,128.015	58,843.594	60,609.404	64,533.857
12	42,727.198	45,475.727	48,318.287	51,225.236	53,146.895	55,068.548	56,992.778	58,919.586	60,828.357	62,654.705	64,533.857	68,818.942
13	45,563.309	48,503.752	51,522.756	54,628.063	56,669.499	58,722.525	60,778.128	62,826.008	64,866.154	66,814.856	68,818.942	73,097.582
14	48,398.136	51,525.334	54,725.946	58,027.017	60,204.978	62,377.789	64,554.464	66,736.288	68,905.237	70,967.277	73,097.582	77,614.504
15	51,391.388	54,706.627	58,108.160	61,611.448	63,915.631	66,230.118	68,538.162	70,846.210	73,159.407	75,354.113	77,614.504	82,135.287
16	54,380.771	57,882.766	61,490.379	65,193.298	67,627.567	70,075.998	72,519.283	74,965.143	77,418.730	79,743.523	82,135.287	87,397.945
17	57,868.599	61,593.417	65,423.845	69,362.465	71,965.455	74,567.163	77,166.287	79,779.585	82,377.423	84,852.907	87,397.945	92,660.594
18	61,344.834	65,302.776	69,365.040	73,539.359	76,299.482	79,059.610	81,819.733	84,581.146	87,342.556	89,961.004	92,660.594	98,469.351
19	65,192.006	69,394.660	73,714.522	78,151.586	81,090.739	84,018.304	86,951.016	89,894.031	92,817.725	95,602.323	98,469.351	104,276.816
20	69,036.605	73,487.841	78,065.295	82,765.101	85,870.407	88,978.281	92,088.739	95,197.902	98,289.037	101,238.493	104,276.816	110,772.064
21	73,334.567	78,071.733	83,510.843	87,924.721	91,219.356	94,523.006	97,836.960	101,131.588	104,415.918	107,545.695	110,772.064	117,277.616
22	77,644.128	82,655.625	87,795.923	93,084.339	96,572.170	100,071.589	103,573.585	107,062.705	110,542.805	113,860.619	117,277.616	124,631.937
23	82,423.794	87,748.272	93,204.119	98,818.396	102,527.751	106,233.250	109,943.901	113,657.121	117,478.536	121,002.431	124,631.937	131,715.783
24	87,213.763	92,843.490	98,614.891	104,548.580	108,474.323	112,401.348	116,311.632	120,239.950	124,157.964	127,878.910	131,715.783	139,882.161
25	92,621.016	98,599.787	104,729.014	111,030.592	115,199.731	119,370.231	123,522.953	127,694.827	131,855.757	135,807.402	139,882.161	147,995.327
26	97,993.035	104,318.574	110,803.297	117,470.367	121,881.315	126,293.704	130,687.285	135,101.127	139,503.391	143,684.231	147,995.327	

APPENDIX D

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2014 SALARY SCHEDULE
TS (LOCAL 2)

Approved: October 24, 2013
Effective Date: July 1, 2014

	Minimum	Midpoint	Maximum	Longevity
TS-01	54,916.566	64,118.484	73,320.404	75,520.016
TS-02	58,316.813	68,079.643	77,842.475	80,177.749
TS-03	61,710.620	72,035.007	82,359.394	84,830.176
TS-04	65,658.256	76,651.744	87,645.232	90,274.589
TS-05	69,613.619	81,269.769	92,925.919	95,713.696
TS-06	73,974.693	86,366.275	98,757.858	101,720.594
TS-07	78,343.495	91,467.290	104,591.085	107,728.817

Satisfactory or better service is required for a 3% increase below the midpoint

Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX E

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2015 SALARY SCHEDULE
TS (LOCAL 2)

Approved: October 24, 2013
Effective Date: July 1, 2015

	Minimum	Midpoint	Maximum	Longevity
TS-01	56,014.897	65,400.854	74,786.812	77,030.416
TS-02	59,483.149	69,441.236	79,399.324	81,781.304
TS-03	62,944.832	73,475.707	84,006.582	86,526.780
TS-04	66,971.421	78,184.779	89,398.136	92,080.080
TS-05	71,005.892	82,895.164	94,784.437	97,627.970
TS-06	75,454.187	88,093.601	100,733.015	103,755.006
TS-07	79,910.365	93,296.636	106,682.906	109,883.393

Satisfactory or better service is required for a 3% increase below the midpoint

Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX F

INSURANCE PREMIUM PERCENTAGE OBLIGATIONS*

FULL-TIME EMPLOYEE:

CIGNA(Closed Indemnity)	CIGNA Open Access		Optimum Choice		KP	
	Single	1+1 Family	Single	1+1 Family	Single	1+1 Family
Employee:	15%	20%	15%	15%	15%	15%
WMATA:	85%	80%	85%	85%	85%	85%

PART-TIME EMPLOYEE: (20-30 HOURS PER WEEK)

CIGNA(Closed Indemnity)	CIGNA Open Access		Optimum Choice		KP	
	Single	1+1 Family	Single	1+1 Family	Single	1+1 Family
Employee:	36%	40%	36%	36%	36%	36%
WMATA:	64%	60%	64%	64%	64%	64%

PART-TIME EMPLOYEE: (10-19 HOURS PER WEEK)

CIGNA(Closed Indemnity)	CIGNA Open Access		Optimum Choice		KP	
	Single	1+1 Family	Single	1+1 Family	Single	1+1 Family
Employee:	57%	60%	60%	60%	60%	60%
WMATA:	43%	40%	40%	40%	40%	40%

APPENDIX G

COMPREHENSIVE DENTAL EXPENSE BENEFITS

Deductible: \$50 per person each calendar year (not to exceed \$100 per family per year). Two family members must meet their individual deductibles to accumulate the family deductible limit.*

<u>Benefit</u>	<u>Delta</u>	<u>Patient</u>
Diagnostic	100%	0%
Preventive	100%	0%
Basic Restorative	75%	25%
Major Restorative	50%	50%
Endodontics	75%	25%
Periodontics	75%	25%
Prosthodontics	50%	50%
Orthodontics	50%	50%
Denture Repair & Relining	75%	25%
Simple Extraction	75%	25%
Bridge Recementation	75%	25%
Complete Denture		
Adjustments	75%	25%
Oral Surgery — See Below		

Diagnostic – Procedures to assist dentists to evaluate existing conditions and dental care required – to include visits, exams, diagnoses and x-rays (exams and bitewing x-rays twice in a calendar year).

Preventive – Prophylaxis (cleaning twice in a calendar year), fluoride treatments (to age 19, once in a calendar year), space maintainers sealants (to age 14, once in any 36-month period on unfilled permanent first and second molars). Periodontal prophylaxes following periodontic surgery are benefitted with no frequency limitations.

Basic Restorative – Amalgam (“silver”) and composite (“white” non-molar) fillings.

Major Restorative – Crowns, inlays, onlays are benefitted where above materials are not adequate.

Endodontics – Procedures for pulpal therapy and root canal filling.

Periodontics – Surgical and non-surgical procedures for treatment of gums and supporting structures of teeth.

Prosthodontics – Procedures for construction or repair of fixed bridges, partial or complete dentures.

Orthodontics – Procedures for straightening teeth. (This benefit is for eligible dependent children to the end of the month they attain age 19) including harmful habit appliances.

Denture Repair & Relining – Repair and relining of existing dentures.

Simple Extraction – Routine removal of teeth

Bridge Recementation – Recementation of existing bridge- work.

Complete Denture Adjustments – Adjustments to dentures

Oral Surgery – services are not covered under WMATA’s Dental Plan; however, they are covered under the CIGNA Medical Plan. For participants in the HMO Medical Plans (Kaiser and Optimum Choice), coverage is through the Delta Dental Plan on an exception basis at 75%. Maximum benefit \$1,500 per person based on a calendar year. Contact the Benefits Office to arrange for exception based coverage.

Orthodontic Treatment – A \$2,000 lifetime orthodontic benefit for children is provided. Such benefits are not included in the \$1,500 maximum annual benefit.

* **Diagnostic and Preventive services** are exempt from the deductible.

LETTER OF UNDERSTANDING

July 14, 2006

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
Washington Metropolitan Area Transit Authority
600 5th Street, N.W.
Washington, D.C. 20001

Re: *Health Benefit Plan Analysis*

Dear Mr. O'Connor:

During the period of WMATA's preparation for the renewal of health benefit plans impacting the Local 2 bargaining unit, the benefits office will set up a briefing for a Union designated committee as to the renewal terms and conditions. The committee will have an opportunity to provide its input and suggestions regarding the terms and conditions during the renewal process. It is expressly understood that these are contract implementation exchanges only and will not encompass collective bargaining or lead to interest arbitration under the Compact or the collective bargaining negotiations.

If you agree with the foregoing, please sign below.

Sincerely,

D. Richard Froelke
Director, Office of Employee and Labor Relations

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

July 14, 2006

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
Washington Metropolitan Area Transit Authority
600 5th Street, N.W.
Washington, D.C. 20001

Re: *Article VIII Layoff and Recall Part-Time Employees*

Dear Mr. O'Connor:

This will confirm the agreement of the parties that for the period beginning on the date of this letter through June 30, 2008, in the case of the layoff of any part-time employee, such individual may exercise his/her prorated seniority and qualifications to bump into and displace a junior full-time employee. In this eventuality, the bumping part-time employee must convert to full-time status to assert this right.

If you agree with the foregoing, please sign below.

Sincerely,

D. Richard Froelke
Director, Office of Employee and Labor Relations

I Concur:

Thomas L. O'Connor , Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

March 19, 2007

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Commencement of Negotiations for Next Contract*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the 2004 negotiations regarding the issue of the commencement of negotiations for the next contract.

In these negotiations, the parties agreed to a four-year contract that will expire June 30, 2008. Both parties expressed concern that, in prior negotiations, the parties did not commence serious negotiations until the contract was about to expire.

Accordingly, the parties agreed that, assuming either party gives notice to re-open negotiations with regard to the June 30, 2008 contract expiration, the parties will commence negotiations for a successor contract no later than March, 2008.

I believe the foregoing represents the parties' agreement with respect to this issue.

Sincerely,

D. Richard Froelke
Director, Office of Employee and Labor Relations

I Concur:

Thomas L. O'Connor , Chief Shop Steward
Local 2, OPEIU

MEMORANDUM OF UNDERSTANDING

September 14, 2006

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Training & Safety Pay Adjustment*

Dear Mr. O'Connor:

During the 2006 negotiations, the parties agreed that, for the sake of equity with other instructors, the pay of certain Training & Safety Instructors requires adjustment.

The Training and Safety Instructors (Bus Trainers), job classification 3712, who were brought into the bargaining unit as a result of the 2003 arbitration decision, shall have a minimum salary rate, based on the employee's years of service in the job class, as of July 1, 2003:

<u>Yrs of Service (minimum)</u>	<u>Pay Rate</u>	<u>Yrs of Service (minimum)</u>	<u>Pay Rate</u>
1	55,670	9	67,484
2	57,340	10	68,497
3	59,060	11	69,524
4	60,832	12	70,567
5	62,657	13	71,625
6	64,536	14	72,150
7	65,504	17	74,314
8	66,487		

Any Training & Safety Instructors making less than the above minimum rate for their years of service will be raised to the minimum rate prior to applying any other contractual raises. The disability payment of Training & Safety Instructors on long-term disability as of the effective date of this contract will be adjusted accordingly.

Sincerely,

D. Richard Froelke
Director, Office of Employee and Labor Relations

I Concur:

Thomas L. O'Connor , Chief Shop Steward (Date)
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 21, 2006

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Article IV – Section 4 – Bulletin Boards*

Dear Mr. O'Connor:

This will confirm the understandings achieved between the parties during the 1984 negotiations concerning the permissible scope of postings by Local 2 on the Union bulletin board pursuant to Article IV, § 4 of the collective bargaining agreement between Local 2 and WMATA. The Authority has agreed to provide access to Local 2 to WMATA bulletin boards with the stipulation that only official Union business will be posted and that such posting shall not contain political material. The reference to political material is intended to encompass those political matters independent from official Union business such as campaign posters, publicized endorsements or political critiques. It is not intended to encompass reports of official business, such as a political endorsement, contained in the official minutes of a Union membership meeting. Additionally Local 2 will not include any name-calling or personal vituperation directed at any Authority managers or supervisors in any Bulletin Board posting and the Authority may remove any posting that includes such content.

Sincerely,

. Richard Froelke
Director, Office of Employee and Labor Relations

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

(Date)

LETTER OF UNDERSTANDING

March 13, 2007

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Existing Letters of Understanding*

Dear Mr. O'Connor:

This letter will confirm the parties' agreement to continue the letters of understanding identified below (copies of which are attached to this letter). These letters of understanding will remain in effect for the duration of the collective bargaining agreement effective from July 1, 2004 through June 30, 2008.

<u>Subject Matter of Letter of Understanding</u>	<u>Date of Letter</u>
Meal Allowance.....	August 7, 2002
Article V – Management Rights Physical Examination.....	August 7, 2002
Split Shifts.....	August 7, 2002
Promotion Pay Guarantees.....	August 7, 2002
Annual Evaluations	August 7, 2002
Article XVIII – Medical Insurance – Cost Containment.....	August 7, 2002
Article VII – Promotion – Absence During the Posting Period.....	August 7, 2002
Article XI – Hours of Work – §6 – Shift Selection.....	August 7, 2002
Article XI – Hours of Work §8 – Overtime Distribution.....	August 7, 2002
Article XIX, §3 – Pension, Deferred Compensation Plan	August 7, 2002
Assignment of employees to cover for absent Bargaining Unit Employees	August 7, 2002
Emergency Work	August 7, 2002
Contract Distribution.....	August 7, 2002
Life Insurance.....	August 7, 2002
Eligibility for Awards	August 7, 2002

Flex-time or Alternate Work Schedule (AWS) Programs.....	August 7, 2002
Work at Home.....	August 7, 2002
Market Adjustment Supplement.....	August 7, 2002
Medical Leave Without Pay	August 7, 2002
Defined Contribution Plan.....	August 7, 2002
Employee Contribution for Unlimited Mental Disability Benefits.....	August 7, 2002
Actual Hours of Work.....	August 7, 2002
Article XIX, §5(g)	August 7, 2002
Family Medical Leave Act.....	August 7, 2002

We believe that the forgoing accurately represents the understanding of the parties with respect to the continuance of the existing letters of understanding. If you concur, please indicate by signing below.

Sincerely,

D. Richard Froelke
 Director, Office of Employee and Labor Relations

I Concur:

Thomas L. O'Connor, Chief Shop Steward

LETTER OF UNDERSTANDING

August 6, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU, 8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Meal Allowance*

Dear Mr. O'Connor:

This letter will confirm the understandings reached during the 1984 negotiations concerning a meal allowance for those employees represented by Local 2, OPEIU. The parties have agreed that any Local 2 represented employee required to attend a public hearing outside the ordinary work day and during meal hours will be entitled to reimbursement for meal expenses not to exceed \$15.00, including gratuity. Employees requesting meal allowance under this condition should advise their supervisor in advance of the meeting date, wherever possible.

Employees required to work outside the ordinary work day, off WMATA premises, on Authority business during the evening meal hour shall also be entitled to reimbursement for meal expenses, not to exceed \$15.00, provided that the working assignment has been reviewed, in advance, with the employee's supervisor.

I believe the foregoing describes fully the understandings achieved during negotiations regarding meal allowances.

Sincerely,
William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor

Chief Shop Steward

8455 Colesville Road, Suite 1250, Silver Spring, MD 20910

Re: *Article V – Management Rights Physical Examinations*

Dear Mr. O'Connor:

During the 1984 negotiations the parties discussed, at some length, the right of management to request employees to subject varying degrees of physical examinations because of apparent symptoms of job related conditions.

At the Union's request, the Authority agreed not to persist for specific language in the collective bargaining agreement to encompass this contingency. On the contrary, it was agreed that the parties would simply continue their practices in this regard and that the Union would be entitled, in any case where it believed the request for physical review to be unreasonable or inappropriate, to protest such matters through the contract grievance procedure. Both parties agreed that in any subsequent grievance matter, neither party would raise in argument, either in defense or in support of the grievance, the negotiating history of this contract bargaining.

Finally, this understanding does not supersede or in any way impact the parties' agreement regarding the WMATA Substance Abuse Policy and Employee Assistance Program.

I believe the foregoing represents the parties' agreement with respect to physical examinations.

Sincerely,

William F. Scott, II

Assistant General Manager

Workforce Development & Administration

I Concur:

Thomas L.O'Connor, Chief Shop Steward & Executive Board Member
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Split Shifts*

Dear Mr. O'Connor:

This letter will confirm the understandings of the parties during the 1984 negotiations regarding the possibility of split shift job assignments. The parties agreed that if WMATA finds it necessary to require employees to work a split shift more than on an occasional, non-repetitive basis, then the parties will meet promptly, to discuss a mutually agreeable mechanism for allocation of such assignments and other relevant matters, including a compensation premium for split shift assignments.

I believe the foregoing represents the parties' agreement with respect to split shifts.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Promotion Pay Guarantees*

Dear Mr. O'Connor:

This letter will confirm the understandings of the parties during the 1987 negotiations regarding pay guarantees associated with promotion under Article VII of the collective bargaining agreement. The collective bargaining agreement specifies that employees shall be entitled to a "minimum" increase of 5% over the employee's current grade. Use of the word "minimum" shall not constrain the Authority from establishing an appropriate pay grade for promoted employees exceeding 5% of the employee's grade prior to promotion.

I believe that the foregoing represents the understanding with respect to the pay guarantee. If you concur, please execute where indicated below.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Annual Evaluations*

Dear Mr. O'Connor:

During the 1987 negotiations, the Union raised concerns regarding delay in providing annual performance evaluations.

The parties agreed that any employee whose annual performance evaluation has not been provided on or before thirty (30) days following their anniversary date should promptly notify the Chief Shop Steward.

The Chief Shop Steward will immediately inform the Director of Labor Relations who will promptly investigate the matter. The Authority commits that the performance evaluation will be provided within thirty (30) days from notice to the Director of Labor Relations.

I believe that the foregoing describes the agreement of the parties. If you agree, please signify by signing below.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Article XVIII – Medical
Insurance – Cost Containment*

Dear Mr. O'Connor:

During the 1990 negotiations, the parties agreed to continue in effect the cost containment package. The parties will monitor the effectiveness of the cost containment package. If the cost containment package results in an increase in premium cost, the parties will meet to negotiate modifications in the cost containment features or cancellation of the ineffective features.

I believe the foregoing describes the agreement of the parties. If you agree, please signify by signing below.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Article VII – Promotion –
Absence During the Posting Period*

Dear Mr. O'Connor:

During the 1987 negotiations, the parties discussed procedures for employees who are unable to bid on posted job vacancies because they are absent from work during the period of posting. The parties agreed that the Authority will continue to accept applications for a period of five (5) working days following the close of the posting from any employee who has been absent the entire posting period. Such late filed applications will be considered in the same manner as all other valid applications.

I believe that the foregoing describes the agreement of the parties. If you agree, please signify by signing below.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor

Chief Shop Steward

8455 Colesville Road, Suite 1250, Silver Spring, MD 20910

Re: *Article XI – Hours of Work – Section 5 – Shift Selection*

Dear Mr. O'Connor:

This letter will clarify the parties' understanding reached in the 1987 negotiations regarding shift selection.

The parties agreed that employees working in offices with multiple daily shifts will be given an opportunity to express preferences regarding shift selection. Preferences shall be accorded based on seniority, ability to perform the work and needs of the affected office. The seniority referenced in this Section is intended by the parties to be seniority in the job classification, not unit seniority. Should there be conflicts over a preferred shift and should both conflicting employees have the same classification seniority, the seniority preference shall be accorded to the employee with the most unit seniority.

In addition, the parties discussed the "needs of the affected office" preference for shift assignment. The Authority agreed that before a shift assignment is made on the basis of the needs of a particular office, the Office of Labor Relations will advise the Union of the assignment intended in advance and provide an explanation of the particular needs of the office making the assignment in question.

I believe the foregoing represents the parties' agreement with respect to shift assignments. If you concur, please indicate by signing below.

Sincerely,

William F. Scott, II

Assistant General Manager

Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7

Mr. Thomas L. O'Connor

Chief Shop Steward

8455 Colesville Road, Suite 1250, Silver Spring, MD 20910

Re: *Article XI – Hours of Work*

Section 8 – Overtime Distribution

Dear Mr. O'Connor:

During negotiations for the 1987-1990 contract, the parties discussed revisions to the overtime distribution language of the agreement. The parties agree to leave the language unchanged from the 1984-1987 agreement. The parties did agree that should any office find it necessary for overtime distribution within that office, they may establish a voluntary overtime roster for either regular overtime or special events provided that the roster is maintained on a purely voluntary basis and there is no pressure on any employee to become an "unwilling" volunteer. In addition, the voluntary overtime roster may establish conditions for overtime requiring mandatory acceptance of overtime in the event that an employee has volunteered and offered to be available at specific times, on specific days and further establishing conditions regarding compensatory time in lieu of payment. All such conditions must be established and accepted, in writing, prior to the time that an employee volunteers.

I believe the foregoing accurately describes our agreement. If you agree, please sign where indicated below.

Sincerely,

William F. Scott, II

Assistant General Manager

Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Article XIX – Pension*
Section 3 – Deferred
Compensation Plan

Dear Mr. O'Connor:

Pursuant to the 1987 contract, the Authority has established a deferred compensation plan for full time temporary bargaining unit employees. The parties have agreed that, if the participating jurisdictions should elect to dissolve the Transit Authority, then the Union will be notified, as soon as the Authority learns of the introduction of legislation in any of the participating jurisdictions initiating dissolution. At the local Union's request, the Authority will meet to negotiate regarding the effect of such initiative on the deferred compensation plan.

I believe the foregoing accurately describes our agreement with respect to this issue. If you concur, please indicate by signing below.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Assignment of employees to cover for absent
Bargaining Unit Employees*

Dear Mr. O'Connor:

During negotiations for a collective bargaining agreement effective from 1990 to 1993, the parties discussed the assignment of employees to cover for absent bargaining unit employees.

The parties agreed that the Authority has discretion to cover necessary work by call-in, work reassignment, or overtime assignment pursuant to Article 11, Section 8(b).

I believe the foregoing represents the parties' understanding.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Emergency Work*

Dear Mr. O'Connor:

During negotiations for the collective bargaining agreement to be effective from 1990 through 1993, the parties discussed treatment of employees held over to work under declared emergency circumstances, most often for snow emergencies.

The parties agreed that Local 2 represented employees who are held over in such emergency conditions shall be treated no differently than other represented and non-represented counterparts. Meal provisions and accommodations shall be the same for all holdover employees wherever practicable. Moreover, should a Local 2 represented employee elect, after release from emergency work shifts, to return to his or her own home, that employee shall not be treated differently than employees who fail to report to work, in the first instance, in the event that the employee is unable to return for work the next day.

I believe the foregoing represents the parties' understanding.

Sincerely,
William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Contract Distribution*

Dear Mr. O'Connor:

Article 22 of the parties' collective bargaining contract provides that the Union shall be responsible for distribution of the contract to bargaining unit employees. This will confirm that the Authority will allow the Union to use Authority channels for the distribution of the contract to the employees.

I believe that the foregoing represents the parties' understanding.

Sincerely,
William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Life Insurance*

Dear Mr. O'Connor:

During negotiations for a collective bargaining agreement effective from 1990 to 1993, the parties discussed the range of costs per thousand for optional group life insurance.

The parties agreed that a Local 2 representative shall be afforded an opportunity to participate in the Authority procurement proceedings regarding execution or renewal of the contract with the insurance carrier providing the optional group life insurance benefit for the Local 2 employees.

I believe the foregoing represents the parties' understanding.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor

Chief Shop Steward

Local 2, OPEIU

8455 Colesville Road, Suite 1250, Silver Spring, MD 20910

Re: *Eligibility for Awards*

Dear Mr. O'Connor:

During negotiations for the collective bargaining agreement to be effective from 1990 through 1993, the parties discussed the eligibility of bargaining unit employees for participation in Authority awards programs.

The parties agreed that bargaining unit employees would be eligible to participate in Authority awards programs to the same extent as all other Authority employees, including awards containing a cash stipend. These Authority awards programs include the General Manager's annual awards program, the periodic Departmental and Office awards programs (i.e., BUSV, FMNT, and RAIL), and ad hoc awards in the nature of the lump sum cash awards referred to at Policy No. 7.6 of the Personnel Manual.

The granting of these awards is committed to the Authority's discretion and the Authority's decision to grant or decline to grant an award to a particular employee is not subject to review in the contractual grievance procedure.

I believe the foregoing represents the parties' understanding.

Sincerely,

William F. Scott, II

Assistant General Manager

Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Flex-time or Alternate Work Schedule (AWS) Programs*

Dear Mr. O'Connor:

During negotiations for the 2002-2004 collective bargaining agreement the parties discussed the revisions of the flex-time or Alternate Work Schedule Programs.

The parties agreed that the Authority and a Local 2 employee could establish flex-time schedules—i.e., pay periods containing eight work days or nine work days rather than the customary ten work days. The establishment and continuation of such a flex-time schedule will be committed entirely to the joint discretion of the Authority and the involved employee—that is, it will be entirely voluntary on the part of the Authority and on the part of the involved employee.

The parties also agreed that existing alternate work schedule arrangements that do not conform to the normal workweek set forth in Article XI, Section (1) of the 2000-2004 collective bargaining agreement will remain in effect and participants covered by these alternate work schedules will be considered to be covered by a “formal alternate work schedule arrangement” within the meaning of Article XI, Section (1).

The Authority and Local 2 can each terminate the entire flex-time or Alternate Work Schedule Programs upon 30 days written notice. The regularly scheduled hours established by a flex-time schedule will constitute the employee's normal work week and normal work day for purposes of Article XI of the contract. The parties waive any entitlement to overtime pursuant to the Fair Labor Standards Act resulting from

hours worked within the regularly scheduled hours established by a flex-time schedule.

I believe the foregoing represents the parties' understanding.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor

Chief Shop Steward

8455 Colesville Road, Suite 1250, Silver Spring, MD 20910

Re: *Work at Home*

Dear Mr. O'Connor:

This letter will confirm the understandings of the parties during the 1996 negotiations regarding the issue of an overtime-eligible employee's work at home pursuant to specific work assignments.

Local 2 employees are occasionally allowed to work at home for brief periods outside their regular work hours rather than reporting to their regular work locations—i.e., a programmer who is called at home late at night to fix a defective program and is able to solve the problem from his residence in two hours using his home computer. In such circumstances, the employee is entitled to be paid for the hours worked, but is not entitled to be paid under the call-out premium pay provisions of the contract because the employee has not had to travel to and from his regular work location.

The Authority may wish to allow employees to work at home—including telecommuting—for all or part of the employee's regular work day. If the Authority allows an employee to do so, this will not create an entitlement on the part of other similarly-situated employees to also work at home.

I believe the foregoing represents the parties' agreement with respect to this issue.

Sincerely,

William F. Scott, II

Assistant General Manager

Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Market Adjustment Supplement*

Dear Mr. O'Connor:

This letter will confirm the understandings of the parties during the 1996 negotiations regarding the issue of a market adjustment supplement.

During negotiations, both the Authority and Local 2 expressed concern that due to market forces increasing area salaries in certain occupations on a short term or long term basis, the Authority sometimes encounters difficulty recruiting and retaining qualified employees in some occupations.

The parties agreed to appoint an Authority-Local 2 subcommittee that will discuss the issue of granting compensation adjustments for specific positions to respond to these market forces. Such compensation adjustments may only be implemented upon the agreement of the parties and disagreements regarding the compensation adjustment issue are not subject to interest arbitration.

I believe the foregoing represents the parties' agreement with respect to this issue.

Sincerely,
William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Medical Leave Without Pay*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the 1996 negotiations regarding the issue of the extent to which an employee is entitled to multiple periods of Medical LWOP.

The contract provides that an employee is entitled to a maximum of 365 calendar days Medical LWOP. The parties agreed that this entitlement should be applied during a rolling three-year period. For example, an employee who is on Medical LWOP for seven months in Year 1 and five months in Year 2 is not entitled to any additional Medical LWOP until three years following commencement of the Year 1 Medical LWOP.

I believe the foregoing represents the parties' agreement with respect to this issue.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Defined Contribution Plan*

Dear Mr. O'Connor:

During the 1996 negotiations, the parties agreed that the Authority could close the defined benefit pension plan to new hires and instead provide a defined contribution plan (DCP) for all new hires, long term temporary employees, and part-time regular employees, provided that the Authority implemented the same plan for non-represented employees. Local 2 expressed concerns regarding how the DCP would be structured. During negotiations and during the drafting of the relevant trust documents, the parties reached understandings addressing Local 2's concerns. These understandings are summarized here.

There will be two plans—a "401(a)" plan and a "457" plan. Authority contributions will be made to the 401(a) plan and employee contributions will be made to the 457 plan. Each plan will be "trusted".

With regard to the 401(a) trust, the Authority will appoint two trustees, Local 2 will appoint one trustee, and the non-represented employees will elect one trustee. If the trustees are divided equally with regard to an issue, the dispute will be resolved as follows: (1) the trustees obtain an opinion from Plan counsel; (2) if the trustees remain equally divided, the trustees submit the dispute to arbitration. Employee disputes will be resolved as follows: (1) the employee submits the issue to the administrator; (2) the employee appeals the administrator's decision to the trustees; (3) the trustees' decision is final unless the trustees split equally in which case the dispute becomes a trustee dispute.

With regard to the 457 trust, the Authority will initially serve as trustee

and will as soon as possible (and in any event within six months) appoint a bank or comparable entity to act as corporate trustee.

I believe the foregoing represents the parties' agreement with respect to this issue.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Employee Contribution for
Unlimited Mental Disability Benefits*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the negotiation of the 2000-2004 collective bargaining agreement regarding right of Authority to charge employees represented by Local 2 for the additional cost of unlimited mental disability.

The terms of the collective bargaining agreement provide that the two (2) year mental disability limitation contained in the Authority's long-term disability policy will not apply to employees represented by Local 2. Because this limitation does not apply, the cost of providing benefits to employees represented by Local 2 is greater than the cost of coverage for other employees covered by the LTD policy. Local 2 has agreed that the Authority has the right and the power (under the terms of the collective bargaining agreement) to charge employees represented by Local 2 for the additional cost of unlimited mental disability benefits. The Authority has agreed that any additional premium cost imposed with respect to this coverage will be allocated between the employees and the Authority in accordance with the ratio now in effect for other LTD coverage.

We believe that the foregoing accurately represents the understanding of the parties with respect to the additional cost of unlimited mental disability. If you concur, please indicate by signing below.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor

Chief Shop Steward

Local 2, OPEIU

8455 Colesville Road, Suite 1250, Silver Spring, MD 20910

Re: *Actual Hours of Work*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the negotiation of the 2000-2004 collective bargaining agreement regarding the basis for calculating "actual hours of work" under Article XI, Section (1). This section provides that the normal work week for L2TA full-time employees consists of five work days, each consisting of seven and one-half hours of actual work per day, exclusive of an unpaid lunch break of sixty minutes and the normal work week for L2TS full-time employees consists of five work days, each day consisting of eight hours of actual work per day, exclusive of an unpaid lunch break of sixty minutes. The reference to "actual hours of work" was not intended to exclude periods of authorized leave for which an employee is paid. Such leave is considered "actual hours of work" for purposes of Article XI, Section (1).

We believe that the foregoing accurately represents the understanding of the parties with respect to the determination of "actual hours of work" under Article XI, Section (1). If you concur, please indicate by signing below.

Sincerely,

William F. Scott, II

Assistant General Manager

Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Article XIX, Section 5(g)*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the 2000 negotiations regarding the effect of Article XIX, Section 5(g). During negotiations, the parties agreed to change the minimum age for an unreduced retirement benefit, for those plan participants whose age and service total 83 years, to age fifty-five (55). However, the parties continue to disagree as to whether a prior agreement had changed the normal retirement for those whose age and service actually total 83 years to age sixty (60) or the prior agreement left the normal retirement age at sixty-five (65). This dispute is the subject of an outstanding grievance.

It is understood that both the Authority and Local 2 maintain their positions as set out in that grievance, and that such dispute is to be resolved by arbitration of that grievance. It is also understood that:

1. Notwithstanding any grievance or arbitration award regarding the "normal" retirement age under the WMATA Retirement Plan, the change made in the most recent collective bargaining agreement will not be construed as lowering or raising the normal retirement age beyond the age fixed by such award. Rather, the parties agree that the most recent change to age fifty-five (55) is merely a change of the age a participant becomes eligible for an unreduced retirement benefit under the WMATA Retirement Plan (and is not intended to change the participants normal retirement age to fifty-five (55)).
2. The parties have agreed that neither the terms of this letter,

the provisions of the 2000-2004 Collective Bargaining Agreement (insofar as they relate to the definition of normal retirement or the age for an unreduced retirement benefit) may be used or cited in the current (or any future) grievance (or related arbitration) regarding the issue of whether the normal retirement age under the WMATA Retirement Plan is age sixty-five (65), or age sixty (60) for those whose age and service total 83 years. This letter will, however, be admissible in any grievance or related arbitration only to enforce the terms of this letter.

We believe that the foregoing accurately represents the understanding of the parties with respect to the dispute between the parties concerning the normal retirement age under the WMATA Retirement Plan. If you concur, please indicate by signing below.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

August 7, 2002

Mr. Thomas L. O'Connor
Chief Shop Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Family Medical Leave*

Dear Mr. O'Connor:

This letter will confirm our understandings reached during the 2000 negotiations regarding Family Medical Leave. During negotiations, the parties agreed to meet to develop a letter of understanding regarding the application of the Family Medical Leave Act (FMLA) leave.

We believe that the foregoing accurately represents the understanding of the parties with respect to the implementation of FMLA leave under Article XIV – General Leaves of Absence. If you concur, please indicate by signing below.

Sincerely,

William F. Scott, II
Assistant General Manager
Workforce Development & Administration

I Concur:

Thomas L. O'Connor, Chief Shop Steward
Local 2, OPEIU

LETTER OF UNDERSTANDING

June 13, 2008

Dan Dyer, President
Eric Starin, Chief Steward
Local 2, OPEIU
8455 Colesville Road, Suite 1250
Silver Spring, MD 20910

Re: *Reconciliations of Article IV of the 2004-2008 Collective Bargaining Agreement with WMATA Policy/Instruction 15.3/0 January 23, 2004 entitled Electronic Access Usage*

Dear Messrs Dyer and Starin:

On January 8, 2008 the undersigned and involved Office of Labor Relations staff met with you to discuss the broad issue of how Local 2 OPEIU Leadership may communicate with its WMATA membership in general and the Union's access to the WMATA e-mail for this purpose in particular. Our discussions focused on Article IV – Union Activity of the Collective Bargaining Agreement (CBA) and Policy Instruction 15.3/1 (2004). Article IV states *inter alia*, that “Except as provided herein, Union Activity shall not be conducted by the Union or by employees on the Authority's property or elsewhere on the working time of the employees participating.” One of the exceptions provided is the area of grievance activities involved in the administration of the CBA, including a “Local 2 Leave” arrangement to reimburse WMATA for shop steward time spent during the regular work day. Another exception is the right to “post notices concerning official Union Business on existing Authority bulletin boards.”, provided that the notices “shall not contain political material”, “shall bear the seal of the Union and shall be signed by an officer of the Union or the Chief Shop Steward”, and that copies “shall be provided either to the LABR Director or designee, or the site manager in advance”.

The parties further reflected that our Letter of Understanding dated August 21, 2006 at page 84 of our CBA contains clarifications of what types of material may be appropriately posted by the Union on Authority bulletin boards and stipulates that “Local 2 will not include any name-calling or personal vituperation directed at any Authority managers or supervisors in any Bulletin Board posting and the Authority may remove any postings that includes such content.”

In addition the parties reflected on the terms of the Electronic Access Usage P/I which permits limited employee personal use of the WMATA e-mail system (see 6.01.02) including “mass mailings”, and on the requirement of “minimal additional expense” (see 4.06).

In order to harmonize the parties’ CBA and the principles of P/I 15.3/0, the parties agree as follows:

Local 2 officers or the Chief Steward will be permitted to use the WMATA e-mail system to send “mass mailings” subject to the same notification requirements and content restrictions under Article IV Section 4 and its accompanying Letter of Understanding. The Union will limit the recipients of these “mass mailings” to WMATA Local 2 members, individual Local 2 officers, and the Office of Labor Relations. In addition, to incur “minimal additional expense”, these mass e-mailed notices will generally be posted so that they will be delivered during low-use off-hours, and at lowest priority. The Union also agrees to provide advance copy of these postings no later than 3PM of the business day prior to delivery. The Authority agrees that these postings shall not be unreasonably deleted or removed.

E-mail has been used for years to file grievances, schedule labor-management meetings and for communication between the Chief Steward and Office of Labor Relations regarding administration of the CBA. We agree to continue these practices.

Sincerely,

D. Richard Froelke
Director, Office of Employee and Labor Relations

I Concur:

Eric Starin, Chief Shop Steward
Local 2, OPEIU

