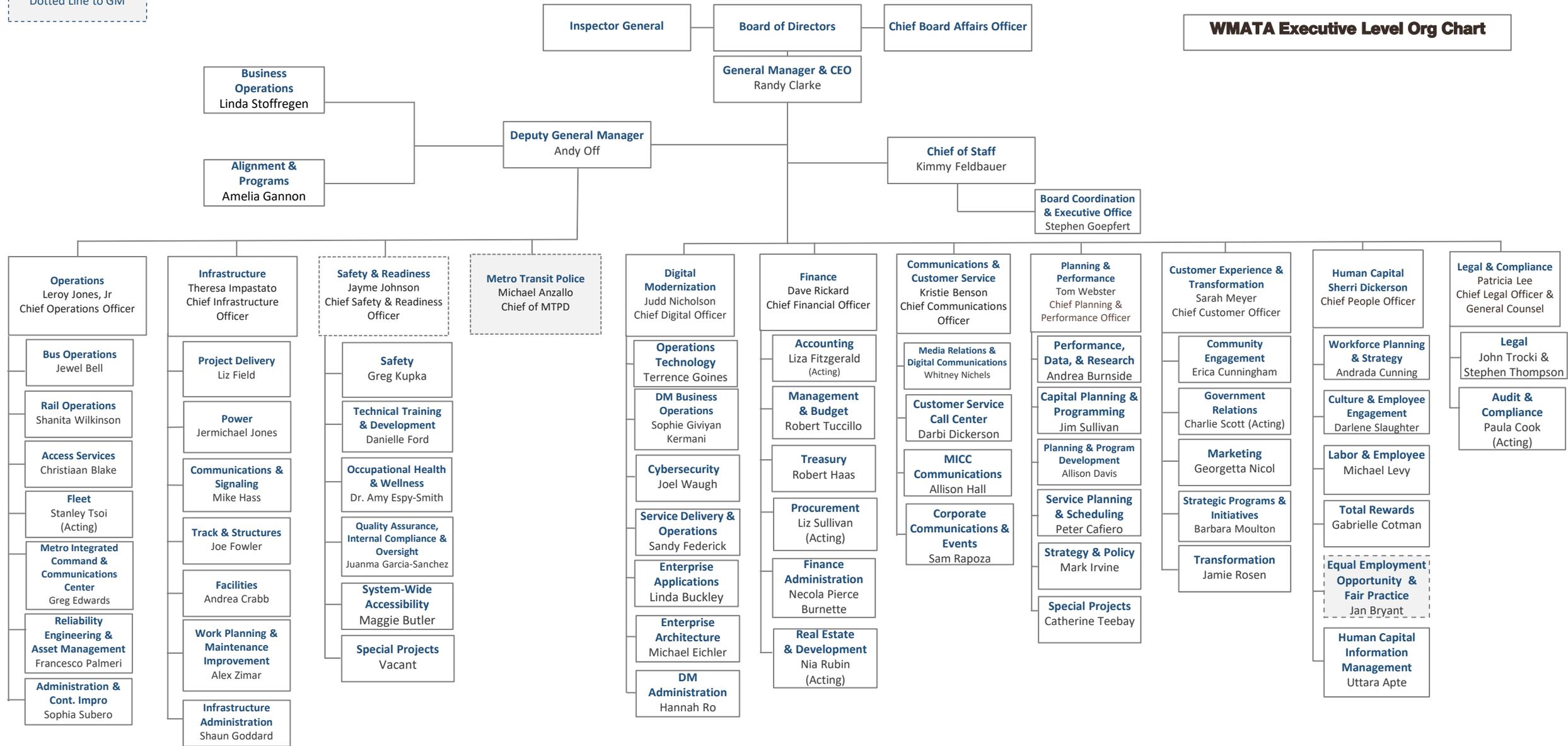


Dotted Line to GM

WMATA Executive Level Org Chart



Principal Directors

PS - Paul Smedberg
 JM - Joe McAndrew
 THL - Tracy Hadden Loh
 SK - Sarah Klein
 WA - Walter Alcorn
 DJ - Debbie Jarvis
 VS - Valerie Santos
 KMP - Kamilah Martin Proctor
 DF - Darien Flowers
 LW - Leslie Weber

Alernate Directors

CA - Canek Aguirre
 MG - Michael Goldman
 SW - Spring Worth
 AR - April Rai
 MF - Matt de Ferranti

** Alernate Directors in attendance*

NOTE: In most cases when a Principal is unable to attend a meeting their designated alternate attends in their place.

	Attended Required	Attended Not Required	Did Not Attend Required	Did Not Attend NOT Required
Thursday, July 10, 2025				
Executive Committee in Executive Session	SW*, PS, MG, SK	THL, WA, DJ	VS	KMP
Board Executive Session	SW*, PS, MG, SK, THL, WA, DJ, KMP		VS	
Special Board Meeting	SW*, PS, JM, SK, THL, WA, DJ, KMP		VS	
Executive Committee	SW*, PS, JM, SK	THL, WA, DJ, KMP	VS	
Finance and Capital Committee	JM, THL, SK, PS	WA, KMP, DJ, SW*		
Safety and Operations Committee	WA, SW*, DJ, KMP	PS, THL, JM, SK	VS	
Board of Directors Meeting	SW*, PS, JM, SK, THL, WA, DJ, KMP		VS	
Wednesday, July 16, 2025				
Executive Committee Executive Session	VS, PS, JM, SK			

Monday, August 11, 2025

Board Executive Session

VS, PS, JM, SK, THL,
WA, KMP

DJ

Wednesday, August 27, 2025

Board Executive Session

VS, PS, JM, SK, THL,
WA, KMP

Dj

Thursday, September 11, 2025

Executive Committee Executive Session

VS, PS, JM, AR

THL, WA, DJ

Safety and Operations Committee

WA, VS, DJ

PS, THL, JM, AR*

Finance and Capital Committee

JM, THL, PS

WA, DJ, AR*, VS

Board Executive Session

VS, PS, JM, AR, THL,
WA, DJ**Thursday, September 25, 2025**

Executive Committee Executive Session

VS, PS, JM

THL, WA, DJ

Executive Committee

JM, THL, PS

WA, VS, DJ

Finance and Capital Committee

WA, VS, DJ

PS, THL, JM

Safety and Operations Committee

Board of Directors Meeting

VS, PS, JM,
THL, WA, DJ

Board Executive Session

VS, PS, JM,
THL, WA, DJ**Tuesday, October 7, 2025**

Executive Committee in Executive Session

VS, PS, JM

Thursday, October 9, 2025

Safety and Operations Committee

WA, VS, DJ

PS, THL, JM, AR*

Finance and Capital Committee

JM, THL, PS

DJ, VS, WA, AR*

Board of Directors Meeting

VS, PS, JM, AR*,
THL, WA, DJ

Board Executive Session

VS, PS, JM, AR,
THL, WA, DJ

Monday, October 27, 2025

Board Executive Session

VS, PS, JM, AR,
THL, WA, DJ

Thursday, November 6, 2025

Executive Committee Executive Session

VS, PS, JM

THL, WA, DJ, AR

Executive Committee

VS, PS, JM, AR

TJL, WA, DJ, SW,

MF

Safety and Operations Committee

WA, VS, DJ

CA, MG

Board Executive Session

VS, PS, JM,
THL, WA, DJ

PS, THL, JM

Monday, November 17, 2025

Joint MWCOC WMATA Boards of Directors Meeting

VS, PS, JM, WA,
THL, DJ

Thursday, November 20, 2025

Executive Committee Executive Session

VS, PS, JM, AR*

THL, WA

Finance and Capital Committee

JM, THL, AR*

PS, VS, WA

Board of Directors Meeting

VS, PS, JM, AR*,
THL, WA

Board of Directors in Executive Session

VS, PS, JM, AR*,
THL, WA

Monday, December 1, 2025

Special Board of Directors Meeting

VS, PS, JM, AR*,
THL, WA

DJ

Board of Directors in Executive Session

VS, PS, JM, AR*,
THL, WA

DJ

Thursday, December 11, 2025

Executive Committee Executive Session
Executive Committee
Finance and Capital Committee
Board of Directors Meeting

PS, JM, AR*, WA
VS, PS, JM,
JM, THL, PS, AR*
VS, PS, JM, AR*,
THL, DJ, WA

THL, WA, DJ
THL, WA, DJ
DJ, VS, WA

Monday, December 15, 2025

Board Executive Session

VS, JM, THL, WA

PS, DJ

Tuesday, December 23, 2025

Executive Committee in Executive Session

VS, PS, JM, AR*

Friday, January 2, 2026

Executive Committee

VS, JM, AR*

Thursday, January 15, 2026

Board Executive Session

VS, JM, WA, AR*,
THL, LW, DF

Special Board Meeting

VS, JM, WA, AR*,
THL, LW, DF

Safety and Operations Committee

WA, VS, LW

JM, AR*, THL, DF

Tuesday, January 20, 2026

Executive Committee in Executive Session

VS, WA

AR*

JM

MEMORANDUM OF UNDERSTANDING

Between

THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

and

LOCAL 689, AMAGLAMATED TRANSIT UNION, AFL-CIO

The Washington Metropolitan Area Transit Authority (the "Authority" or "WMATA") and Local 689, Amalgamated Transit Union, AFL-CIO ("Local 689" or the "Union"), hereby agree to amend and extend the existing collective bargaining agreement (the "CBA") between the parties which became amendable July 1, 2024, as set forth herein. This agreement is contingent upon ratification by the Union membership and the Authority's Board of Directors. References to sections and subsections are to those contained in the CBA. Sections and subsections are to be amended, or new sections or subsections added, as necessary to comply with these terms. All amendments are to be effective on the date of ratification, unless otherwise indicated. All sections and subsections not affected by these amendments are to continue in effect without change.

Section 104 – Discipline and Grievance Procedure

Section 104(d) shall be amended to require the Authority to provide the Union with access to video and/or audio data used during the investigation and discipline process. Once discipline has been issued, the Authority will be obligated to make available for review the recording at Steps 1 & 2. A copy of the recording must be provided to the Union at Step 3. If the incident in question involves law enforcement, the Union will obtain a copy of the recording from the police.

Section 115 – Vacation

Section 115(f) shall be amended to provide for two (2) vacation picks per year, which will align with the June & December work picks.

115(f) shall be amended to permit employees to set aside fifteen (15) days of vacation to be used in single day increments.

Section 116 – Sick Leave (and Attendance Policy)

1. Section 116(b) and (e) shall be amended to provide employees with paid sick leave from the first day of absence. The three-day waiting period for paid sick leave is eliminated.
2. Employees with less than one year of continuous service shall be granted one (1) vacation in the first three (3) quarters of the year, for a total of three (3) days per year, provided they are free of attendance and safety violations in that quarter.

Section 118 – Health and Welfare

Section 118 and the Transit Employees' Health and Welfare fund Plan (the "Plan") (Appendix B of the CBA) shall be amended to reflect the following:

1. Effective July 1, 2024, Section 1 shall be amended as necessary to provide that all employees hired on or after January 1, 2010, shall be covered under the Plan upon retirement under the same terms as those hired prior to January 1, 2010, provided that post-2010 hires pay thirty-five percent (35%) of required contributions for retiree health coverage.
2. Effective July 1, 2024, the one percent (1%) of gross payroll deducted pursuant to Section 2(b)(k) of the Plan is eliminated. All assets, net of existing debt or other current obligations in the Local 689 Transit Employees' Retiree Health Fund as of July 1, 2024, shall be transferred to the Transit Employees' Health & Welfare Plan for the express purpose of financing retiree health care for those hired on or after January 1, 2010. (Entire deal contingent on the verification of the assets of Transit Employees' Retiree Health Fund and ability to transfer such assets to the Transit Employees' Health & Welfare Plan.)
3. The annual limit on dental benefits for active and retired employees is increased to \$3,500.00 per year.
4. Coverage for hearing exams and hearing aids shall be added to the Plan at no cost to the patient.
5. Coverage for eye exams, prescription glasses and contact lenses shall be added to the Plan. (NOTE: The parties continue to engage with TEHW to determine the scope of the coverage to be added to the Plan)

Section 119 – Holidays

Section 119(a) shall be amended to include Juneteenth.

Section 120 – Bereavement Leave

Section 120 shall be amended to include adopted and foster children as part of the immediate family.

Section 121 – Uniforms, Work Clothes and Tools

The parties agree that WMATA will timely issue an RFP for a new vendor. Union members on the Uniform Committee shall serve on the Technical Review Committee for the purposes of vetting the vendor.

Section 124 – Physically Disqualified Employees

Section 124 shall be amended to reduce the period on the entitlement list from three (3) years to eighteen (18) months.

A new section shall be added that states the following:

Employees who are held off by OHAW will be placed on paid administrative leave equivalent to their run pay for scheduled regular workdays, effective the date OHAW holds them off, for a maximum of 30 calendar days, provided the employee provides all documentation requested by OHAW at the time of being held off. This information must be provided to OHAW within 14 calendar days of being held off, or the employee shall cease to be eligible to receive paid administrative leave. If the delay in production of the requested information is due to circumstances beyond the employee's control, the employee shall continue to be paid.

Employees on paid administrative leave may be placed on light duty by the Authority during this period and any such employee on light duty may be paid the equivalent of run pay provided the employee works a light duty assignment (if available) for the requisite run schedule. The Union agrees to the concept of a light duty program. (The terms of said program and final language in this section are TBD.)

Sec. 125 - Wages:

1. Section 125(a) shall be amended to provide increases in the rates of pay in effect on June 30, 2024, for all classifications, as follows:

0% effective at the beginning of the payroll period nearest July 1, 2024
3% effective at the beginning of the payroll period nearest July 1, 2025
3% effective at the beginning of the payroll period nearest July 1, 2026
3.5% effective at the beginning of the payroll period nearest July 1, 2027

2. Section 125(c) (COLA) shall be amended to state the following:

In the event the consumer Price Index for Urban Wage Earners and Clerical Worker (CPI-W), U.S. City Average, All Items (1982-84=100), as published and revised by the Bureau of Labor Statistics, U.S. Department of Labor, increases by more than the general wage

increase (GWI) provided herein above from May to May of any year, then such percentage increase over the GWI will be applied to the base rates of all classifications covered by the Agreement (rounded to the fourth decimal place) effective the pay period beginning nearest June 30 of each contract year. Such increase, if any, shall be incorporated into the base rate and be paid thereafter. Notwithstanding the above, this provision shall not be operative during the contract year commencing July 1, 2024; and the total annual adjustment (i.e., GWI plus COLA in a contract year) effective in contract years 2025, 2026, and 2027 shall not exceed 5.0 percent. It is understood that the 5.0% cap expires on June 30, 2028.

3. Section 125(d) shall be amended to include ELES employees in longevity progression, effective July 1, 2024.

Section 126 – Pay Differentials

Section 126 shall be amended to increase the cent/hour “owl” rate from \$0.04/hr. to \$0.22/hr.

Section 133 – Direct Deposit

Section 133 shall be amended to remove all references to debit cards.

Section 201 – Seniority Districts

1. Section 201(b) shall be amended to add the Cinderbed, Andrews, and Dulles seniority districts. Royal Street and Southern Avenue shall be removed.
2. A new section shall be added to incorporate the Ambassador job classification (Terms of said classification subject to a separate agreement – see attached).

Section 203 – Work Selection

Section 203(b) shall be amended to reduce the number of minimum days allowed for picking from 17 days to 10 days. Employees will be given 8 minutes to make their work selection.

Section 204 – Schedules (Division), Extra Board, Bump-down

Section 204(d), paragraph 2, shall be amended to state the following:

The exceptions to the above shall be limited to occasions of extraordinary service demands on the system, such as July 4, Inauguration Day, and on any other date of unplanned parade, demonstration or similar event which is certified as a rail and/or bus service emergency by the COO, when management may compel

operators and station managers to work overtime for the purpose of meeting service demands...

Section 206 – Schedule Building

206(k) shall be amended to provide a stipend of two hundred dollars (\$200) per month for those Station Managers scheduled to open/close mezzanines in stations with no WMATA owned or controlled parking that may be available to Station Managers. Parking spaces shall be made available to Station Managers where WMATA does own or control spaces.

The employee work train shall be eliminated.

Section 215 – Eight Hours Daily Rest

Section 215 shall be amended to state that no Bus or Rail operator shall be permitted or required to be on-duty more than fourteen (14) consecutive hours without a minimum of ten (10) consecutive off-duty. On-duty time shall be defined as all elapsed time between first report to time of final release for the day.

Section 218 – Preparatory and Turn-In Allowance

Section 218 shall be amended to state that the pay requirement for turning in receipts shall apply only to records/receipts submitted regarding lost items.

Section 310 – Shop Employees & Section 311 – Employees Other than Shop Employees

Sections 310 and 311 shall be amended to include the Inventory Parts Specialist (“IPS”) classification.

Sec. 601 – Term:

Section 601 shall be amended to provide a four-year contract term effective July 1, 2024, through June 30, 2028.

New Provisions (Specific Placement Within the CBA TBD)

1. The Attendance Policy shall be amended to provide employees with four (4) days of emergency leave. The four (4) days shall be automatically taken from the employees’ annual vacation allowance each year. Employees may opt to forego part, or all, of the allotted emergency leave. Employees will not be required to submit documentation to support the use of this leave. Unused emergency leave shall be cashed out at the end of the year.
2. The Attendance Policy shall be amended to reduce the number of points required to trigger discharge in Section 5.01(b) to twenty (20) points.

3. The Attendance Policy shall be amended to state that employees who are tardy and who fail to call in prior to the start of their assignment shall receive double the number of points. This applies to instances of tardiness defined in Sections 5.01(a) (1), (2), and (3) of the Attendance Policy.
4. Emergency Response Team. The parties will incorporate the terms of the Emergency Response Team (ERT) Letter of Understanding and amend the terms to limit the "bid freeze" to two (2) years. After the effective date of the CBA, employees may apply for open positions through the competitive recruitment process which may take them out of ERT positions after two (2) calendar years of service has been completed in the ERT job classification.
5. Drug and Alcohol Program – The parties agree to add language that confirms the language provided to employees at the time they are notified that they have been selected to undergo a random drug test. The form provided to the employee shall specifically state that the employee must proceed directly to the testing site and deviations from the direct route to the site shall not be tolerated.
6. Vacation Extra Board. The parties will reinstitute the Vacation Extra Board as a Pilot Program on similar terms to those under which it was previously established in 2013-2014. The parties will form a committee of subject matter experts from management and the Union to work out the specifics of operation and implementation of the Pilot Program.
7. Shift Swap Pilot Program. The parties will reinstitute the Shift Swap as a Pilot Program on similar terms to those under which it was previously established in 2014-2015. The parties will form a committee of subject matter experts from management and the Union to work out the specifics of operation and implementation of the Pilot Program. The Authority and the Union may meet to confer, review, and discuss periodically, as necessary, to resolve any implementation issues which may arise after the Program is implemented.


For the Union
Date: 8/15/24


For the Authority
Date: 08/19/24

August 19, 2024

VIA EMAIL

Raymond Jackson
President
Local 689, ATU

Re: Letter Agreement between WMATA and Local 689, ATU (the "Parties")

Dear Mr. Jackson:

As you know, the parties have tentatively agreed to a memorandum of understanding setting forth the terms and conditions of a successor collective bargaining agreement for the period from July 1, 2024, through June 30, 2028 (the "MOU"). On August 15, 2024, you signed the MOU on behalf of the Local 689, but WMATA has not countersigned the MOU. The Parties agree that there are certain terms of the MOU that require clarification to reflect the Parties' agreement accurately and completely as set forth below. The Parties acknowledge and agree that this letter agreement is incorporated into and made an integral part of the MOU. The relevant sections and subsections of the existing collective bargaining agreement between the Parties, or new sections or subsections added must comply with this letter agreement. To the extent there is a conflict between this letter agreement and the MOU, the terms of this letter agreement shall prevail.

Section 118 – Health and Welfare

Notwithstanding paragraphs 1 and 2 of Section 118 of the MOU, the Parties agree that:

- (a) all employees hired on or after January 1, 2010, shall be covered under the Transit Employees' Health and Welfare Plan (the "Plan") as soon as reasonable after the transfer of verified liquid and unencumbered assets of no less than \$31 million from the Transit Employees' Retiree Health Fund to the Plan, and
- (b) effective the first pay period (or as soon as reasonable) following ratification by the Local 689 membership and approval by the WMATA Board of Directors of the MOU, the one percent (1%) of gross payroll deducted pursuant to Section 2(b)(k) of the Plan shall be eliminated.

Section 116 – Sick Leave (and Attendance Policy)

Notwithstanding paragraph 2 of Section 116 of the MOU, the Parties agree that:

New hires are eligible to accrue up to 3 days (8-hour days) of vacation leave in their first year of employment in the following manner: For each calendar quarter of employment (3 month period) if the employee has perfect attendance (no tardies or absences for any reason) and no safety infractions, they are eligible to accrue one 8-hour day of vacation leave for the quarter up to a maximum of 3 8-hour days of vacation leave in their first year of employment.

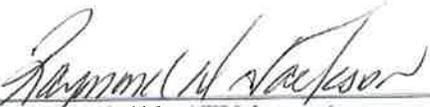
Section 124 – Physically Disqualified Employees

Notwithstanding the “new section” added as described in the MOU regarding held off employees, and subject to the conditions set forth in the new section, employees who are held off by OHAW and who are assigned and work light duty shall receive run pay. If WMATA does not assign light duty, the held off employee shall nonetheless receive run pay. Any held off employee that refuses a light duty assignment shall be paid straight time and be subject to discipline in accordance with the applicable policy.

8 hrs 25 8/19/24



For the WMATA
Date: 08/19/24



For Local 689, ATU
Date: 8/19/24

AGREEMENT

BETWEEN

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

AND

**FRATERNAL ORDER OF POLICE/
METRO TRANSIT POLICE
LABOR COMMITTEE, INC.**



Effective from October 1, 2024,
to
September 30, 2029, Inclusive

**Officer Nathaniel Herbert, Badge #497
Metro Transit Police Officer 2003 - 2024**



This contract is dedicated to our friend, Officer Nathaniel Herbert, who we all knew and loved as “Herb.” Herb was hired by the Metro Transit Police on November 24th, 2003. He was later sworn in with Recruit Class 65. He served proudly as a patrol officer and as a member of the Anti-Terrorism Team. Herb also served us for over a decade as both a Shop Steward and a Trustee on the Union Executive Board. During all his years of service, we found Herb to be a constant source of wisdom, sound guidance, and steadfast friendship. He was always quietly fierce with respect to the defense of our rights, and he battled on the side of righteousness for all his days. Herb encapsulated dignity. He was never seen to raise his voice in anger. He expressed himself calmly, firmly, and directly. His clothing and appearance were always immaculate. Even as cancer began to impact him physically, he always looked sharp and comported himself with a nobility that nothing could take away. Cancer may have taken his life, but it never defeated him. We were all gifted to have known Nathaniel Herbert, and we are less with his passing.

Herb is survived by his family, his brothers in the Alpha Phi Alpha Fraternity, and his many friends of the Metro Transit Police Department Family. It is fitting that this contract be dedicated in honor of him. Though he is gone, he will never be forgotten.

MEMORANDUM OF UNDERSTANDING

Between

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

And

FRATERNAL ORDER OF POLICE/METRO TRANSIT POLICE

LABOR COMMITTEE, INC.

October 1, 2024, through September 30, 2029

The Washington Metropolitan Area Transit Authority (the "Authority") and Fraternal Order of Police/Metro Transit Police Labor Committee, Inc. (the "FOP/MTPLC"), hereby agree to amend and extend the existing collective bargaining agreement (the "CBA") between the parties that became amendable on October 1, 2024 as set forth herein. References to sections and subsections are to those contained in the CBA. Sections and subsections are to be amended, or new sections or subsections added, as necessary to comply with these terms. All amendments are to be effective on the date of ratification by both parties, unless otherwise indicated. All sections and subsections not affected by these amendments are to continue in effect without change.

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PREAMBLE

This Agreement, made and entered into effective October 1, 2024, by the Washington Metropolitan Area Transit Authority (hereinafter referred to as “the Authority”) and the FOP/Metro Transit Police Labor Committee, (hereinafter referred to as “the Union”), has as its purpose assisting the Authority in providing the best possible service to the public; the promotion of harmonious relationships among the Authority, its employees and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working conditions and other related economic conditions of employment.

ARTICLE 1 - RECOGNITION AND UNIT

Section 1. The Authority recognizes the Union as the exclusive bargaining agent of employees covered herein for the purpose of negotiating wages, hours and related economic conditions of employment.

Section 2. Definitions. Unless otherwise specified, the following terms shall have the following meanings in this Agreement:

- (a) “MTPD” - Metro Transit Police Department.
- (b) “Days” - Calendar days, including days off and holidays.
- (c) “Shift” - The hours that an employee is regularly assigned to work.
- (d) “Employee” - All regular, full-time, sworn police officers and candidates, but excluding all officers having supervisory authority and/or excluded pursuant to Section 66(b) of Public Law 92-349.
- (e) “Chief” - Chief of Metro Transit Police Department.
- (f) “Union” - FOP/Metro Transit Police Labor Committee.

ARTICLE 2 - UNION SECURITY

Membership in the Union is not a condition of employment for employees covered by this Agreement.

ARTICLE 3 - CHECKOFF OF DUES

Section 1. The Authority shall deduct Union dues and assessment fees from the wages of those employees who individually and voluntarily certify to the Authority in writing that they authorize such deductions.

Section 2. The Union shall furnish the Authority with the employee's written checkoff authorization. A copy of the authorization form is contained in Appendix A.

Section 3. The Union shall promptly furnish to the Authority a written schedule of union dues and assessment fees and shall promptly notify the Authority in writing of any changes in these amounts. The Union shall also furnish to the Authority a monthly itemized statement for each employee whose dues and fees to be deducted are different than the standard dues and fees. A change in the amount of any union dues or initiation fees to be deducted by the Authority shall become effective no less than thirty (30) days following receipt by the Authority of notice from the Union of such change. The remittance is to be made to the Union by the Authority not later than the fifteenth (15th) day of each month.

Section 4. The Authority shall deduct service fees from employee wages as provided in this section.

- (a) The Authority shall deduct, without a written authorization, a service fee from the wages, whether paid bi-weekly or otherwise, of each unit employee who does not become a member of, or maintain membership, in the Union.
- (b) The Authority shall start deducting service fees from each unit employee who is not a Union member within two (2) pay periods of the employee's entry on duty, and shall start deducting service fees from each current unit employee who is not a Union member no later than the second full pay period following the effective date of this Agreement.
- (c) In recognition of the fact that the Union is responsible for representing the interests of all bargaining unit employees without regard to membership in the Union, the Authority agrees to deduct a service fee from the wages of those employees within the bargaining unit who elect not to become members of the Union. This deduction shall not require written authorization from the non-member employee and shall commence within two (2) pay periods of the employee's date of entry on duty with the Authority or the effective date of this Agreement, whichever is later. The amount of the service fee shall be certified annually in writing by the Union to the Authority; provided such amount shall not exceed the pro rata portion of the Union's membership dues attributable to the Union's cost of representation, negotiation, and/or contract administration. The Union agrees to assume responsibility to ensure compliance with the requirements established by federal court decisions with respect to the constitutional rights of service fee payors.

Section 5. The Union agrees to indemnify and hold the Authority harmless from any and all claims, suits, judgments, attachments and any other liability resulting from any deduction from wages made in accordance with this Article.

ARTICLE 4 - PROBATION

Section 1. All employees newly hired or rehired shall be considered "probationary" employees until three hundred and sixty-five (365) days have elapsed from the time of swearing in. For the purpose of satisfying the 365-day time period, MTPD will not count days spent on limited duty or worker's compensation. If at any time during the probationary period, there is a question as to the eligibility of the employee to satisfactorily complete the employee's probationary period, MTPD must advise the employee, prior to the completion of the probationary period. The discharge or discipline of a probationary employee shall not be subject to the grievance provisions of this Agreement.

Section 2. Any employee who has successfully served a probationary period and who is subsequently voluntarily separated from the service shall not be required to serve a probationary period if re-employed by the Authority within 365 days from the date of such separation; provided, such employee shall meet the qualification and certification standards of the position at the time of re-employment.

Section 3. At first opportunity, a reasonable period of time will be provided for Union orientation for newly hired employees during their recruit training period.

ARTICLE 5 - SENIORITY, RIF, AND RETURN-TO-SERVICE

Section 1. For purposes of this Agreement, and unless otherwise specified, seniority accrues from the date the employee is entered upon the payroll of the Authority as a Metro Transit Police (MTP) Officer Candidate. For those employees with the same hire date, as a MTP Officer Candidate, seniority will then be determined on an alphabetical basis; e.g., Officer A would have greater seniority than Officer G, both of whom were hired on December 15, 1979. Alphabetically determined seniority shall not be changed by subsequent name changes due to marriage, court order, or other reasons.

Employees transferred from Special Police to Transit Police prior to July 7, 1975 shall be credited with service for seniority purposes while employed as a Special Police Officer. Special Officers transferred after July 7, 1975 to Transit Police Officers shall be credited with seniority commencing on the date of transfer.

Section 2. The Authority shall post and simultaneously furnish the Union seniority lists on April 1 of each year, noting each employee's last date of hire. Additionally, the list will be updated on or about October 1 of each year. The Union shall be notified orally or in writing within seven (7) calendar days of all newly hired employees.

Section 3. An employee's seniority shall be terminated for the following reasons:

- (a) Resignation, voluntarily quit, discharge for just cause or retirement; or
- (b) Unauthorized absence for three (3) consecutive work days; or

- (c) Failure to return to work within five (5) scheduled work days after delivery of written notice of recall from layoff to the last known address; or
- (d) Layoff in excess of 365 consecutive days; or
- (e) Accepting other employment while on leave of absence for health reasons, without the prior approval of the Chief.

Section 4. In the event a reduction in force is necessary, employees will be laid off on the basis of their relative qualifications, provided that if two or more employees are relatively equally qualified, seniority shall be the governing factor. Employees shall be eligible for recall, in reverse order of layoffs, for a period of 365 days.

Upon the recall of the employee, the employee shall continue to accrue seniority during the period of the layoff and the salary shall be established at the step the employee held at the time of the layoff.

Section 5. Upon the re-employment of any employee, previously separated from the Department in good standing, the employee's starting salary, at the discretion of the Chief, may be established at the step the employee held at the time of the employee's separation. However, in accordance with Article 5, Section 1, of this Agreement, employee's seniority date shall be the date of the employee's re-employment.

Section 6. When an employee is on disability leave, he shall continue to accrue seniority; and, in the event he returns to active duty, his salary shall be established at the step the employee held at the time of the disability.

Section 7. An employee who is laid off will receive one month's base pay for each completed year of service to a limit of three (3) months' pay.

Section 8. An employee who resigns from the Authority and is subsequently rehired by the Authority may purchase prior pension service credit. If the employee withdraws his/her contributions, the employee will pay the employee's contributions plus Plan interest.

Section 9. MTPD will make available a position for an employee who is medically certified to return to active service from disability retirement, provided that the employee demonstrates that he/she meets required law enforcement certification criteria.

ARTICLE 6 - FILLING OF VACANCIES

Section 1. If the Authority decides to fill bargaining unit positions which have been rendered vacant by resignation, death, retirement or removal of previous incumbent, or if additional jobs are newly created, a notice of such vacancy shall be posted for seven (7) days. The Authority's Office of MTPD shall first consider all requests for transfers to that position, if any. In the event that two (2) or more employees who have requested such transfer are equally qualified for the position, the employee with the greatest seniority, as defined in Article 5, Section 1, shall receive the transfer.

Each vacancy announcement shall state the respective weight to be given for each criteria to be used to evaluate applicants. The criteria to be used to evaluate applicants may include a written examination, an oral board, performance evaluations, an in-basket exercise, job related education, or experience or other criteria associated with the particular position which the MTPD determines to be suitable for each vacancy announcement. The foregoing is not meant to limit or control independent evaluations performed by entities outside of the Authority.

For the purpose of this Section, a transfer shall be considered a move from one Table of Organization position to any other Table of Organization position within the bargaining unit. A transfer may be within the same work location or to a different work location and may involve similar or dissimilar job functions. If a new, permanent location opens within the Transit Zone, the initial openings or any subsequent vacancies based on the Table of Organization shall be up for bid.

Section 2. The Authority may assign employees on temporary assignments within MTPD, provided the assignments are limited to one hundred and eighty (180) days. No later than one hundred and sixty-five (165) days into the assignment, the Authority will notify the Union of whether it intends to end the assignment or put it up for bid. If the assignments are longer than the said time, it must become a permanent vacancy and be put up for bid; except under necessary circumstances, this time period may be extended by mutual consent between the Authority and the Union without the assignment becoming a permanent vacancy during the extension period. All extensions of time will subsequently be confirmed in writing and any such request for extension by the Authority must be submitted no later than one hundred and fifty (150) days after the assignment begins.

Section 3. Vacancies shall be filled within thirty (30) days after official approval and being successfully bid on. This period may be extended by mutual consent by the Authority and the Union. Employees on annual or sick leave shall be notified of all vacancies by the Union. MTPD will provide the Union with a list of employees on extended annual or sick leave as soon as possible.

ARTICLE 7 - NON-DISCRIMINATION

The provisions of this Agreement shall be applied by the Authority and the Union to all employees without discrimination because of age, sex, race, color, religion, national origin, political affiliation, sexual orientation or preference, union membership and legal union activity including decertification activity by union members.

ARTICLE 8 - UNION REPRESENTATIVES AND UNION ACTIVITY

Section 1. The Authority shall recognize seven (7) Union representatives designated by the Union for the purpose of processing grievances. Grievances shall be processed at Steps 1 through 3 of the procedure set forth herein by the representative designated by the Union for the employee involved. The Union shall immediately supply the Authority with a roster of the Union representatives designated under this Section and thereafter shall immediately notify the Authority of any changes in such roster.

Section 2. (a) Grievances shall be processed during on-duty hours, provided that this does not disrupt MTPD operations. In the event that the employee's and/or Union representatives on-duty hours do not coincide with the on-duty hours of the supervisor to whom the grievance is to be presented, the grievance shall be processed during the supervisor's on-duty hours and nothing herein shall be construed to require the Authority to pay an employee for processing grievances during the employee's off-duty hours.

(b) Contract Negotiations: Five (5) Union representatives will be compensated for time spent during negotiating sessions with management. Effective October 1, 2014, Representatives will only be compensated for time spent during negotiating sessions with management, and not for any preparation time.

Section 3. Elected Positions. In case any employee covered by this Agreement is elected or appointed to an elected position in the Union, requiring the employee's full time with the Union, the employee shall upon application be reappointed to a position within the classification of the employee's former position, provided said employee applies for reappointment within three (3) years after leaving the service of the Authority and the employee is eligible for retraining and physically and mentally qualified. The application must be made within thirty (30) days from the expiration of the employee's term of office or appointment.

During said leave of absence, the employee will be afforded an opportunity to attend all mandated training necessary to ensure their ability to meet the qualification and certification standards of the position. Furthermore, an employee elected or appointed to such position as described above shall be granted leave of absence upon request to attend the duties of said office and upon the expiration of the employee's tenure in office the employee shall be returned to the employee's proper place in the service; provided, the employee meets the qualification and certification standards at the time of return to duty. The employee shall maintain the employee's full seniority rights from the time of the employee's last active employment with the Authority.

Section 4. Union Functions and Leave Bank

- (a) No more than two (2) members of the Union shall be allowed leave without pay to attend Union functions such as conferences and/or conventions, at any one time.
- (b) The Authority shall establish a leave bank into which each member shall donate five (5) hours of annual leave in the first pay period of each calendar year. The Union's Chairman may utilize or authorize other members to use, the accumulated leave to work on union-related matters or designate other Union officials to draw upon the accumulated leave to attend Union related training and conferences. In addition, any member may voluntarily elect to donate an additional three (3) hours of annual leave in January to the leave bank if a written designation is provided to the Authority.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Authority and the Union concerning the meaning, interpretation and/or application of this Agreement, including discipline or discharge.

Section 2. A grievance as defined in this Article may be initiated by the Union, by any employee, or the Authority. Once a grievance is initiated by one party, the other parties are barred from raising the same grievance.

Section 3. No grievance shall be entertained or processed unless it is filed within the time limits set forth herein. If a grievance is not appealed to the next step in the grievance procedure within the time limits set forth herein, the grievance shall be deemed settled on the basis of the last response to the grievance.

Section 4. The parties may agree in writing to extend any time limits.

Section 5. If a party fails to provide a response or fails to meet within the time limits set forth herein, the grievance may be immediately appealed to the next step of the grievance procedure; the failure to provide a response within the time limits set forth herein shall not constitute a waiver of the party's right to oppose the grievance.

Section 6. In processing grievances against the Authority, the following steps shall be followed in accordance with Sections 1-5:

Step 1: The Union and/or aggrieved employee, shall complete and submit their grievance on an approved grievance form to Management specifying the facts involved, the section(s) of the CBA alleged to have been violated and the remedy sought within seven (7) days after the employee is notified of the MTPD action giving rise to the grievance. The aggrieved employee, with a Union representative, shall meet with management to discuss the grievance within seven (7) days after physical receipt of the written grievance. When the MTPD action giving rise to the grievance is discipline reflected in a written notice to the employee, the grievance shall be initiated within seven (7) days after the employee receives the written notice of the discipline. All documents necessary to support the action taken shall be provided to the employee. Management shall attempt to adjust the grievance and shall respond in writing to the employee within seven (7) days after the discussion.

Step 2: If the grievance is not settled at Step 1, the Union shall file a written grievance with the supervisor designated by MTPD within seven (7) days of the written Step 1 response. The written grievance shall contain a statement of facts describing the complaint, a statement of the provisions of this Agreement alleged to be violated, and a statement of the relief requested. The supervisor shall give a written response to the Union and to employees named in the grievance within seven (7) days after receipt of the written grievance.

Step 3: If the grievance is not settled in Step 2, the Union shall file a written grievance with the Chief or his designee within seven (7) days after receipt of the Step 2 response. The parties shall meet within fourteen (14) days to try to resolve the grievance. The Chief or his designee shall give a written response to the Union and to employees named in the grievance within seven (7) days after the discussion.

Step 4: If the grievance is not resolved by the Step 3 decision, the grievance shall be presented by the Union in writing to the LABR Director (or designee) within seven (7) days from the receipt of the written Step 3 decision. The LABR Director (or his designee) shall meet with the Grievant and Union Representative within fourteen (14) days. The LABR Director (or designee) will issue a written decision within fourteen (14) days of the Step 4 meeting.

Step 5: If the grievance is not settled at the Step 4 level, the aggrieved employee may appeal to the Trial Board or the Union may invoke arbitration but not both; a timely Trial Board appeal will take precedence over a timely invoking of arbitration. When an employee appeals to the Trial Board and the Union invokes arbitration for other employees involved in the same grievance, the decision of each tribunal will be binding on the respective employees. In order to invoke arbitration, the Union will serve written notice of intent to appeal to the Director of Labor Relations together with a written statement of the specific provisions of the Agreement at issue within seven (7) days after the Authority's response at Step 4 of the aforesaid grievance procedure. If the grievance is not appealed to the Trial Board or to Arbitration as provided in this Section within seven (7) days after the Authority's response at Step 4 of the aforesaid grievance procedures, it shall be considered settled in accordance with such response, and shall be final and binding upon the aggrieved employee and the Union.

Section 7. In processing grievances against the Union, the following steps shall be followed in accordance with Sections 1-5:

Step 1: MTPD shall file a written grievance with the Chairman of the Labor Committee within fourteen (14) days after MTPD is notified of the Union action giving rise to the grievance. The 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 the relief requested. The parties shall meet within fourteen (14) days to discuss the grievance. The Chairman of the Labor Committee shall give a written response to MTPD within seven (7) days after the discussion.

Step 2: If the grievance is not settled at Step 1, MTPD may initiate final and binding arbitration. MTPD must demand arbitration by written notice from MTPD to the Chairman of the Labor Committee within seven (7) days after receipt of the Step 1 response.

ARTICLE 10 - ARBITRATION

Section 1. The Union or the Authority may invoke arbitration as specified in Article 9, Sections 1, 6 and 7, respectively. The Union may not invoke arbitration for recipients of counseling on the grounds that the penalty is too severe. The penalty in such cases will not be within the jurisdiction of any Board of Arbitration. Counselings are, however, still subject to the first three steps of the grievance procedure.

Section 2. The arbitration panel will be composed of an arbitrator designated by the Union, an arbitrator designated by the Authority, and a neutral arbitrator. The parties will establish by mutual agreement a list of at least three neutral arbitrators. The parties will designate these arbitrators in rotation to serve as the neutral arbitrator on grievance arbitration panels.

Section 3. The jurisdiction and authority of the Arbitration Panel regarding the grievance and its report shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The Panel shall not have the authority to add to, detract from, alter, amend or modify any provision of this Agreement; and, its report shall be consistent with all applicable laws and ordinances, except as modified by the Duration of Agreement clause. The Arbitration Panel shall not hear or decide more than one (1) grievance without the mutual consent of the Authority and the Union. The written report of the Arbitration Panel on the merits of any grievance adjudicated within its jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee, the Authority and the Union. The report of the arbitration panel shall be rendered within thirty (30) days, if possible after the conclusion of the hearing. Following receipt of the Panel's award, the parties within seven days may jointly request an executive session prior to formal adoption of the award.

Section 4. The Authority and the Union shall share equally the fee and other expenses of the impartial arbitrator and the cost of the transcript in connection with the arbitration proceeding. All other expenses will be borne by the party incurring the expense.

Section 5. In order to resolve multiple minor grievances rapidly, the parties may mutually agree to utilize rapid resolution procedures in those instances. Up to three (3) cases may be heard in one day.

ARTICLE 11 - DISCIPLINE

Section 1. Disciplinary action is a means of correcting employee behavior in instances where there is a violation as outlined in Section 2 of this Article. MTPD may impose the following discipline:

- (a) Counseling: A counseling can be oral or written. Notations regarding counselings and oral warnings shall not be placed in an employee's police service file. The use of Metro Transit Police dereliction reports will be considered a form of written counseling.
- (b) Reprimand: A reprimand can be written or verbal and is used if an employee's behavior or action warrants more than informal counseling. The use of Metro Transit Police dereliction reports will be considered a form of a written reprimand. Written reprimands will be placed in the employee's police service file, after the employee has an opportunity to review, sign, receive a copy of, and comment in writing upon the written reprimand. Furthermore, the employee shall have the right to have his written comment(s) permanently attached to the associated reprimand.
- (c) Suspension: A suspension is an enforced leave of absence for disciplinary purposes or pending an investigation of charges made against an employee. An employee, with the approval of the Chief, may elect to forfeit annual or compensatory leave in lieu of suspension. Such request may, on a day-to-day basis, be for the entire suspension or a part thereof.
- (d) Emergency Suspension: "Emergency suspension" may be imposed by the supervisory official in charge in accordance with the Authority's current rules and regulations governing "emergency suspensions." In any "emergency suspension" case, the relieved employee shall be given the opportunity to meet within twenty-four (24) hours or no later than the start of the next business day, with the supervisor who issued the suspension and the Chief or designee. During that emergency suspension the employee shall receive all pay and benefits as if the employee had worked his regular tour of duty. Each party shall have an opportunity to present their view of the incident. At the conclusion of the meeting, the Chief or designee will determine if the proper action was taken and whether further action is required. If no further action is required, the employee who had been relieved shall return to active duty.
- (e) Dismissal: A dismissal is the termination of an employee's service for delinquency, inefficiency, or inability to perform the work of the position satisfactorily. An employee who has been dismissed shall be paid for accumulated compensatory leave and annual leave, provided the provisions governing payment of leave have been met; such as, turning in Authority owned equipment and supplies.

Section 2. The grounds for discipline include:

- (a) Violation of any rules and regulations adopted by the Authority for the safe, convenient and orderly use of Transit facilities to include special operating procedures;

- (b) Violation of any rules and regulations established by the MTPD in the form of General Orders, Special Orders, Memoranda and Training Procedures;
- (c) Violation of any regulations, rules, laws, ordinances of the signatories or any political subdivision thereof;
- (d) Violations of any rules, regulations or signatory police agencies or any political subdivision thereof, which are made applicable through Public Law 94-306.
- (e) The above (a) - (d) includes those laws, ordinances, rules, regulations, procedures, etc., which presently exist or those subsequently enacted.

ARTICLE 12 - ALLEGATIONS AND INVESTIGATIONS

Section 1. There are two forms of investigations into allegations of employee misconduct – Citizen complaint and Administrative investigations. Citizen complaint investigations encompass all allegations from citizens regarding treatment they received from an employee. Administrative investigations encompass all allegations not related to citizen allegations of treatment they received from an employee.

All allegations placed against an employee shall be investigated. However, if it is a citizen's complaint, it must be reduced to writing as described in Article 13. Nothing in this Article shall preclude a criminal investigation into an allegation.

When an allegation is placed against an employee or when an investigation is to be continued, the Chief of Police or his designee will take one of the following actions in reference to the pay status of the accused employee:

- (a) Continue the employee on duty in the employee's regular assignment;
- (b) Place the employee on administrative leave with pay;
- (c) Continue the employee on duty in some other assignment consistent with the nature of the allegation;
- (d) Place the employee on administrative leave without pay; or,
- (e) Place the employee on emergency suspension. Provided, that in the event MTPD places an employee on administrative leave without pay or emergency suspension, MTPD will afford the employee an opportunity to meet with the Chief of Police or his designee no later than the start of the next business day and that the employee will be placed on administrative leave with pay until the conclusion of the meeting.

Section 2. In the case of an investigation involving criminal charges against the employee, such employee shall be given the opportunity to consult with legal counsel prior to making any statement.

Section 3. In the event that MTPD determines that an allegation against an employee lacks merit, no references to the allegation shall be included in the employee's police service file. Should MTPD determine that an allegation against an employee lacks merit, the employee will be notified of the disposition in writing.

Section 4. MTPD shall conduct an investigation of any allegation of misconduct in a timely manner and shall initiate disciplinary action, if warranted, promptly following completion of its investigation, but not later than 90 calendar days from either the date upon which it learned of the alleged misconduct or the date upon which the decision was made not to pursue criminal prosecution in the matter. In the event of an emergency or that the matter is complex, MTPD may extend the 90-day time period, as needed, upon written notification to the employee and the Union. Such written notification must include an explanation of the need for the extension.

ARTICLE 13 - CITIZEN COMPLAINT PROCEDURE

Section 1. The term "citizen" when used in this Article refers to persons outside the Authority chain of command.

Section 2. All citizen complaints received against an employee shall be reduced to writing and a copy provided to the employee involved. All complaints received by the Authority are subject to investigation and investigation is not limited or prohibited by the form of its submittal to the Authority or its attribution.

Section 3. MTPD will notify an employee of citizen allegations, accusations, or charges within seven (7) days of the date MTPD receives the allegations, accusations, or charges.

Section 4. No employee will be required to make any statement unless first given the opportunity to consult with a Union representative.

Section 5. The citizen complaint procedure shall not apply to criminal allegations against an employee; where criminal allegations are made against an employee, the employee shall be given the opportunity to consult with legal counsel prior to making any statement.

ARTICLE 14 - MANAGEMENT FUNCTIONS

Section 1. All management functions and rights which have not been expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Authority, including but not limited to; the exclusive right, in accordance with its judgment, to reprimand, suspend, dismiss or otherwise discipline employees for just cause; hire, retire, promote, demote, transfer, lay off and recall employees to work; terminate its operations or any part thereof and/or expand, reduce, alter, combine, transfer, assign or eliminate any job(s), departments, operations or services; control and

regulate the use of machinery, equipment and other property; determine the number, location and operation of divisions and departments, the services to be rendered, the schedule of operations, the assignment of work and the size and composition of the work force; make or change rules, regulations, policies and practices not in conflict with the express provisions of this Agreement; introduce new improved research, development, operation, maintenance and service and distribution methods, materials, machinery, uniforms and equipment, and otherwise generally determine the mission of the Authority and the work force.

Section 2. The Authority's not exercising any function hereby reserved to it or its exercising any such function in a particular way is not to be deemed a waiver of its right to exercise such function or to preclude the Authority from exercising the same in some other manner.

Section 3. In the case of emergency circumstances beyond the control of the Authority, such as acts of God, flood, civil disorder or national emergency, necessary provisions of this Agreement shall be suspended; provided, however, that an employee's regular hourly rate for authorized hours worked during such emergency circumstances shall not be reduced. Any such suspension shall not be subject to the grievance and/or arbitration procedures set forth in Articles 9 and 10 of this Agreement.

Section 4. The Authority shall not subcontract its operation or any part thereof which would result in the layoff of employees.

ARTICLE 15 - NO STRIKE, NO LOCKOUT

Section 1. For the duration of this Agreement, the Union, its employees, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike or the following types of job actions such as sick-outs, slowdowns, picketing and sympathy strikes. In the event of a violation of this Section, the Union shall immediately notify and instruct the employees orally and in writing that such action is in violation of this Agreement and that they are to return to work at once. The Union shall further take every other affirmative step required to bring about a cessation of such violation. Violation of this Section shall be cause for discharge without recourse to the grievance and arbitration procedure. Questions of the participation of individuals in activities prohibited by this Article, may, at the option of the Union, be submitted to the grievance and arbitration provisions herein.

Section 2. The Authority will not lockout any employees as a result of a labor dispute with the Union.

ARTICLE 16 - NOTICES AND VISITS

Section 1. Notices of meetings of the Union may be posted by the Union from time to time on the bulletin boards of MTPD. Any such notice shall be permitted to remain on the MTPD bulletin boards until the time set for the meeting mentioned. Other notices may be posted by the Union concerning matters under this Agreement. No political matter whatsoever will be posted on the said bulletin boards.

Section 2. Representatives of the Union shall have access to the Authority's locations, provided advance notice is given to the Chief or specified designee prior to the time of each visit and provided that such visit does not disrupt the operation of MTPD.

ARTICLE 17 - POLICE SERVICE FILES

Section 1. An employee's police service file shall be kept under the direct control of MTPD. At the time of inserting any document, except examination papers and background investigations, in the police service file, MTPD shall forward a copy of such document to the employee.

Section 2. Access to an employee's police service file shall be limited to authorized Authority personnel (COUN, CIVR, MTPD, HRMP, OIG, and LABR) the employee, the trial board or arbitration panel selected in accord with the provisions of Articles 9 and 10 of this Agreement, or any individual possessing the proper order of any court, administrative body or similar body requiring the production of such file. Any employee shall, upon request, be permitted to inspect, in the presence of a duly authorized supervisory employee of the Authority, any document appearing in an employee's police service file except examination papers and background investigation. Any person viewing an employee's file, other than the employee, will sign and date an appropriate form. Individual service files will reflect date and reason whenever authorized persons review said file.

Section 3. Adverse entries into an employee's personnel file shall not be used in determining disciplinary action or cited in subsequent disciplinary action after a period of thirty-six (36) months from the effective date of such adverse entry. Unfounded complaints shall not be retained in the employee's personnel file. Police service files shall be retained in MTPD Offices only.

Adverse entries shall be retained in the Personnel file provided, however, that after a period of thirty-six (36) months, all such entries shall be retained separately in a sealed envelope. These entries will not be utilized by the Authority when determining the type of disciplinary action to be taken against an employee with the exception of those entries where disciplinary action was based on similar occurrences such as assault, intoxication, dishonesty, tardiness, drug abuse, etc. In the event four (4) or more years have elapsed since the last such incident as previously identified, the offense will not be considered. In the event that the offense resulted in a four (4) day suspension or a greater level of discipline, this period is extended to five (5) years.

ARTICLE 18 - CHANGE IN EMPLOYMENT CONDITIONS

It shall be the responsibility of MTPD to provide the Union with a copy of any order, general order, rule, regulation or training bulletin officially published by MTPD.

ARTICLE 19 - SPECIAL CONFERENCES

This Provision is Intentionally Left Blank.

ARTICLE 20 - SAFETY AND HEALTH

Section 1. Safe and healthy working conditions are the objectives of the Authority, the Union and the employee.

Section 2. An employee involved in any type of accident while operating an Authority vehicle shall, unless physical injury prevents the employee from doing so, immediately notify the employee's immediate supervisor and execute all required Authority forms prior to release from the employee's tour of duty.

Section 3. Employees who incur an injury/illness while on duty will report such injury/illness immediately and in person to the appropriate on duty supervisor and execute the required Authority reports. If such notification and execution of reports is precluded due to the extent of the incurred on-duty injury/illness, said employees will execute said notification when physically able.

An employee who incurs an injury off duty will notify the appropriate on duty supervisor as soon as practicable and must receive medical permission to return to duty from Authority medical personnel. A written, detailed report will be submitted upon return to duty.

Section 4. All employees are responsible for prompt reporting of observed unsafe conditions and work habits. Upon becoming aware of a condition considered to be unsafe, an employee shall notify the employee's immediate supervisor. As soon as possible, the condition shall be examined by qualified personnel to determine the extent of the condition and in case of equipment, whether or not it is safe to operate. Any equipment that has been determined by qualified personnel to be unsafe shall not be operated by an employee. In the case where a qualified person is not available for a decision, the shift supervisor shall be responsible for determining whether the equipment is safe to operate.

Any accident which results from a fault identified by the employee and made known to the supervisor will not be charged against the employee involved. In the event negligence or culpability is determined, appropriate disciplinary action will be taken.

When emergency equipment malfunctions, is inoperative or is absent, the employee will report such condition to the employee's immediate supervisor. It shall be the responsibility of the supervisor to determine the extent of the condition and whether to assign the employee to another vehicle, assign the employee to perform other duties or advise the employee as to possible alternatives when required to use the emergency equipment.

Section 5. The Authority shall continue the present practice of incorporating training in C.P.R. and first aid which leads to certification.

ARTICLE 21 - TRAINING ASSIGNMENTS

Employees will be assigned to participate as trainees in job-related training activities on the basis of the needs of MTPD. Selections will be based on MTPD's requirements, the employee's qualifications, and interest. When these factors are equal, the most senior applicant by MTPD seniority shall receive the training. If time permits, all applicable training opportunities will be posted. If time does not permit, the selection will be made by MTPD seniority from a list made in each unit. Once an employee has been selected for training by seniority, that employee moves to the bottom of the list.

ARTICLE 22 - CHAIN OF COMMAND

The Authority will post in each facility under the control of MTPD a copy of the organizational chart depicting the supervisory chain of command within the Office. Such chart shall be updated from time to time, but in no case later than sixty (60) days from the effective date of any change in such chain of command. The chain of command shall be that which is set out in the Authority's organizational diagram as approved by the Board of Directors.

ARTICLE 23 - HOURS OF WORK

Section 1. Hours of Work. The normal work week for employees covered by this agreement shall consist of five (5) work days, each consisting of eight and one-half (8.5) hours per day including a one-half (.5) hour unpaid meal period, or four (4) work days, each consisting of ten and one-half (10.5) hours per day including a one-half (.5) hour unpaid meal period.

Section 2. All employees shall have either two (2) or three (3) regularly assigned days off each week, depending on whether the employee is assigned to a five (5) day or four (4) day work week, and such days shall be consecutive. Days off will be allotted on the basis of department wide seniority. Trading of regularly assigned days off for a temporary need

will be permitted within the same pay period among and between employees subject to the approval of a Lieutenant, except that trading will not be permitted when an overtime payment will result for either person because of the trade, when in conflict with the Authority's fatigue/limitations on hours of work policies, and such trade must be confined to like duties, within the same section and same work location.

Section 3. An employee's scheduled shift shall not be changed for the purpose of avoiding payment of overtime, unless the working of the scheduled shift would impair the efficiency of the Department. An employee's regularly scheduled shift may be changed twice annually for the purpose of attending Day 1 and Day 2 of Mandatory In-Service Retraining (MIR). When an employee's regularly scheduled shift is changed solely for this purpose, the employee will be provided with as much advance notice as possible, but in no event less than 96 hours advance notice of the change. In addition, the employee will be permitted to request his or her new day(s) off at the time of the change, to include non-consecutive days off. The Department will make every effort to accommodate the employee's requested day(s) off unless the request would impair the operational efficiency of the Department. The new day(s) off must occur within the same pay period as the originally scheduled day(s) off. Non-consecutive days off will be allowed solely for the purposes of attending MIR. The parties agree that should additional mandatory in-service training be required during the term of this Agreement that would necessitate additional days, an employee's regularly scheduled days off will be changed for those additional days of MIR as outlined above.

An employee's scheduled shift may, at times, be changed for the purpose of attending training other than MIR wherein it is determined that working the scheduled shift while attending training would impair the efficiency of the Department while attending such training.

Section 4. The employee's regularly scheduled shift shall be posted at least forty-eight (48) hours in advance of the commencement of such tour of duty.

ARTICLE 24 - OVERTIME

Section 1. Work in excess of the normal work week hours or the normal work day hours shall be paid at the rate of one and one-half times the employee's basic hourly rate, provided that the employee has been in a pay status for all regular hours scheduled for that work week or work day.

Section 2. Compensatory Time. Compensatory time may be recorded for all MTP Officers. Compensatory time will be granted in an amount equal to time and one-half (1-1/2) of the number of hours of overtime or holiday(s) worked. When a MTP Officer elects to have overtime or a holiday worked recorded as compensatory time, it may be used as needed by the employee and as approved by his/her Supervisor, but may not be used to cover absences not approved in advance, except in unusual or emergency cases. Unused compensatory time may be cashed out in forty (40) hour increments throughout the year. Unused compensatory time lapses on June 30 each year except that not more

than 220 hours may be carried over as an accumulation to the next period. At the election of the employee, unused compensatory time will be paid at straight time rates at the time of separation. Alternatively, the employee may elect to have all or a portion of such unused compensatory time that is otherwise payable at separation contributed (as an elective employee contribution) to an eligible deferred compensation plan maintained by the Authority pursuant to Article 37, Section 3. The time and manner of any election to defer payment of unused compensatory time shall be made and processed in accordance with the terms of the plan, the provisions of Section 457(b) of the Internal Revenue Code and the requirements of applicable Treasury regulations.

Section 3. Overtime work whenever required, will be on a voluntary basis. However, during emergencies, special events, etc., employees are expected to or may be required to work extended tours of duty, days off, or on any scheduled time off.

Section 4. All employees volunteering for overtime or required to work overtime will be required to report for said assignment subject to existing rules and regulations concerning daily MTP operations (i.e., failure to report for duty, sick/tardiness, notifications, etc.).

Section 5. When overtime is anticipated at least seventy-two (72) hours in advance, a memorandum will be posted requesting volunteers from personnel assigned to the work area where the overtime is to be performed. For this purpose, the separate work areas are defined as: any district, unit, bureau, division, or other individually defined arm of the MTPD. For anticipated overtime within the Patrol Bureau, once such list is exhausted, anticipated overtime is then offered Department wide to qualified volunteers.

For purposes of this provision, "qualified" means the employee has the current knowledge, skills and abilities to perform the overtime assignment. Moreover, the memorandum will advise that if the number of volunteers are inadequate to fulfill the overtime commitment, employees will be detailed as required.

Section 6. Selection under Section 5 will be based on the following criteria: seniority employees with the longest period since last working anticipated overtime; and their availability to work their regularly scheduled tour of duty as well as the overtime hours.

Section 7. MTPD shall maintain the necessary records required to satisfy the conditions set forth herein in a fair and equitable manner. MTPD will implement a system within each Division/Section to ensure overtime is distributed in accordance with this Article.

Section 8. Special events such as the 4th of July will be handled as in past years. All employees will be required to work and there will be a limited leave policy in effect.

Section 9. Overtime duty with less than seventy-two (72) hours advance notice will be assigned to those employees available to perform such duty, however, reasonable attempts will be made to assign overtime in a manner similar to that described above whenever practicable.

Section 10. When overtime is “mandated”, the following procedures will apply:

- Management has exhausted the Volunteer OT list of qualified volunteers in the applicable district, unit, bureau, division, or other individually defined arm of the MTPD;
- Management has exhausted the Volunteer OT list of qualified volunteers for the entire Department;
- Management may then mandate members based upon their “last mandated assignment”

“Last mandated assignment” shall be defined as the date in which one received a mandated overtime assignment. If dates are equal, the employee with the higher seniority trumps the employee with lower seniority.

If a member is off-duty and they are mandated to perform overtime that is contiguous to their regular assignment, then their “last mandated assignment” reflects the day of their regular assignment.

If, upon agreement amongst the covering and mandated member, a qualified member elects to cover the mandated overtime assignment of another, and any such mandated overtime assignment is actually performed in full, such covering member is skipped on the next round of mandated assignments.

Any qualified member in any MTPD district, unit, bureau, division, or other individually defined arm of the MTPD is subject to a mandated assignment, subject to the terms of this collective bargaining agreement. This provision is not otherwise intended to abridge the Chief of MTPD’s right to mandate when there is operational exigency or emergency need.

Section 11. The provisions of this Article governing assignment of overtime shall not apply to overtime performed to complete an employee’s individual duties.

ARTICLE 25 - ANNUAL LEAVE

Section 1. Annual Leave.

(a) Annual Leave shall be earned in accordance with the following schedule:

HOURS	YEARS OF SERVICE
104	Less than 3
160	3-14
208	14+

- (b) Employees may carry over a maximum 400 hours of accumulated annual leave from one leave year to the next. One half of the accumulated annual leave above the carryover limits (400 hours) will be converted to sick leave at the end of the calendar year.
- (c) At the election of the employee, unused annual leave will be paid at straight time rates at the time of separation. Alternatively, the employee may elect to have all or a portion of such unused annual leave that is otherwise payable at separation contributed (as an elective employee contribution) to an eligible deferred compensation plan maintained by the Authority pursuant to Article 37, Section 3. The time and manner of any election to defer payment of unused annual leave shall be made and processed in accordance with the terms of the plan, the provisions of Section 457(b) of the Internal Revenue Code and the requirements of applicable Treasury regulations.

ARTICLE 26 - SICK LEAVE

Section 1. Sick leave shall be accrued on a bi-weekly basis at the rate of 104 hours per leave year. Unlimited accumulated sick leave may be carried over from one year to the next. Active employees who have not used any sick leave for a period of 365 calendar days during which they were employed by the Authority during said one calendar year will receive sixteen (16) additional hours of sick leave to be credited to the employee's sick leave account.

Section 2. The parties have agreed to terminate the sick leave bank previously referenced in this Section. In its place, the parties have agreed to a Memorandum of Understanding to provide employees the opportunity to participate in any short-term disability program or sick leave bank set up by WMATA for non-represented employees.

Section 3. Employees on sick leave more than three (3) consecutive scheduled work days due to non-job related injury/illness may be required to provide a doctor's certificate upon their return to duty attesting to the fact that they had sought and received treatment/medication for the ascribed injury/illness. Such documentation may be submitted directly to WMATA's medical office. When documentation is submitted directly to the WMATA medical office, the employee shall notify his/her immediate supervisor. The medical officer will maintain the information in strict confidence and in compliance with all applicable laws. Employees returning from sick leave may be required to be examined by Authority medical personnel to ensure their fitness for return to duty. Such examination shall take place without the benefit of compensation for the employee.

ARTICLE 27 - LEAVE WITHOUT PAY

All employees on authorized leave without pay, shall, upon return to duty, lose no seniority and all rights and privileges shall be restored to such employee, but rights and privileges shall not be retroactive.

ARTICLE 28 - OTHER LEAVE

Section 1. Military Leave. An employee is entitled to a maximum of 15 work days of military leave for annual active duty military training. While on military leave for annual active duty training, an employee shall receive his/her regular rate of pay in addition to military pay. Employees will be permitted to change their days off with the approval of the Chief or his designee. Compensatory leave, annual leave or LWOP will be authorized for military drills. Employees will provide a copy of their orders requiring military leave to their immediate supervisor through their chain of command by close of the employee's next scheduled work day.

Section 2. Funeral Leave. Employees shall be allowed three (3) working days with pay as funeral leave, in order to attend the funeral for a death in the immediate family. In the event an employee has to travel one hundred miles or more to attend the funeral, he/she shall be allowed four (4) working days with pay as funeral leave. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law or father-in-law, grandparents, legal guardians and legal dependents, or formalized domestic partner and stepfather and stepmother if the employee was raised by them, or if they live in the same household.

Section 3. Use of leave for birth or adoption.

- (a) An employee may use annual leave, sick leave (if the employee is otherwise eligible pursuant to Article 26), compensatory time, or leave without pay for pregnancy, birth of his/her child, or adoption of a child, or medical condition of a foster child, to the extent provided by the Family and Medical Leave Act.
- (b) This sub-section has been intentionally left blank.
- (c) An employee may use annual leave, compensatory time, or leave without pay to the extent provided by the Family and Medical Leave Act for placement of a foster child.

ARTICLE 29 – WORKERS’ COMPENSATION

Each employee will be covered by the applicable Workers’ Compensation Laws. An employee injured on the job and eligible for Workers’ Compensation benefits shall receive the difference between Workers’ Compensation benefits and his/her base salary as of the date of injury (excluding overtime), commencing the first day on which he/she is unable to work following the day of injury and continuing until the one-hundred and twentieth (120th) day following such injury. Thereafter, only the Workers’ Compensation benefits shall be paid. The employee may then use his/her sick leave. After the one-hundred and twenty (120) days, the Authority may require a medical review to determine if the employee returns to work.

An Officer who is injured as a result of a criminal assault or other event that occurs while the member is actively engaged in the enforcement of law, but specifically excluding injuries that occur during routine or administrative activity, will accrue annual and sick leave for the first sixty (60) days of the absence and will receive the workers’ compensation supplement for the entire length of the absence. The Officer’s anniversary date will not change. In all other cases, an Officer will accrue annual leave and sick leave for the first thirty (30) days of the absence and will receive the workers’ compensation supplement for the first one-hundred and twenty (120) days of the absence.

Employees may utilize current and future sick leave, up to no more than ten (10) days, from the date they have successfully provided all documentation required by WMATA’s Workers Compensation Department up until such time as a determination is made on the claim by WMATA’s Workers Compensation Department. If WMATA ultimately grants the claim, such utilized sick leave will be reinstated to one’s sick leave balance. If WMATA ultimately denies the claim, any advanced sick leave not covered by Workers Compensation will be removed from future balances.

ARTICLE 30 – HOLIDAYS

Section 1. Recognized holidays are the date recognized by the Authority. The Authority designates and observes the following twelve (12) paid legal holidays:

New Year’s Day – January 1
Martin Luther King’s Birthday – third Monday in January
Inauguration Day – January 20, every four years
President’s Day – third Monday in February
Memorial Day – last Monday in May
Juneteenth – June 19
Independence Day – July 4
Labor Day – first Monday in September
Columbus / Indigenous People’s Day – second Monday in October

Veterans Day – November 11
Thanksgiving Day – fourth Thursday in November
Christmas Day – December 25

The specific dates of holiday observances each year coincide with federally designated dates and will be published by the Authority in advance. Where no federal designation exists, holidays falling on Saturday are observed on the preceding Friday and those falling on Sunday are observed on the following Monday.

Holiday Pay:

When a holiday falls on an employee's scheduled day off, the employee will receive eight (8) hours holiday pay at straight time for that holiday.

When a holiday falls on an employee's scheduled day of work, and the employee is permitted, and so elects to take holiday leave for that holiday, the employee will receive the number of hours in straight time holiday pay that corresponds with their normally scheduled work assignment.

When a holiday falls on an employee's scheduled day of work, and the employee works as scheduled, the employee will receive the number of straight time hours in holiday pay which he/she would be entitled had it been a regular day of work.

Holiday Premium Pay:

Employees who work on a holiday shall have the option of receiving compensatory time at the rate of one and one-half times their regularly scheduled hours or holiday premium pay at the rate of one and one-half times their regularly scheduled hours. All hours worked in excess of the employee's regularly scheduled hours will be subject to overtime at time and one-half (1.5) for a total of two and a quarter (2.25) times their regular rate.

Holiday Premium Pay or "TPOT" refers to the rate of pay an employee is entitled to for all work performed in excess of their regular overtime assignment they actually work on a contractually designated holiday.

The eligibility period is defined as being limited to the twenty-four (24) hour period (00:00 hours to 23:59 hours) that make up any of the contractually designated holidays.

FOP represented employees who meet the criteria are eligible to be paid at a rate of two and a quarter (2.25) times their regular hourly rate for all hours of work performed in excess of their scheduled assignment, any of which falls within the twenty-four (24) hours of the contractual holiday only.

'Regularly scheduled hours' as the term is to be used in this sub-section is interpreted to include: (1) any excess hours worked in addition to their regular work schedule, on any tour of duty that falls within the twenty-four (24) hours of a contractually designated holiday and that contributes to the employee's base eighty (80) hours of work in a pay period or (2) if the holiday coincides with the employee's scheduled day off and the employee works overtime, any work performed in excess of the shift the employee works within the twenty-four (24) hours of the contractual holiday.

Holiday Premium Pay will be paid for any hours worked within the twenty-four (24) hours of a contractually designated holiday, in excess of the employee's "regularly scheduled hours", regardless of whether the scheduled work hours are all continuously part of one full assignment.

ARTICLE 31 - UNIFORMS

Section 1. All designated investigators shall receive a clothing allowance of seven hundred and fifty dollars (\$750.00) each April 1st and October 1st. This allowance will be paid on a retroactive basis for the prior six month period.

All other Officers shall have their uniforms furnished by the Authority and shall receive a cleaning allowance of five hundred dollars (\$500.00) each April 1st and October 1st. This allowance will be paid on a retroactive basis for the prior six month period.

For each thirty (30) day period in the six (6) months period prior to payment of any portion of the clothing allowance that the employee is not in full duty status, said payment will be reduced by one-twelfth (1/12) of the annual allowance.

Section 2. A Uniform Board will be established composed of three (3) employees designated by the Union and three (3) supervisory officials designated by the Chief of Police. Meetings of the Uniform Board will be scheduled by the Chief of Police, provided that meetings shall be held no less often than once each calendar year. The Board, prior to a decision, shall review and make recommendations to the Chief of Police as to matters relating to the type, style and wearing of the police uniform and equipment.

The Chief may submit any majority recommendations through the budget procedure. In any instance where a majority recommendation of the Board is not forwarded by the Chief to higher authorities, he will so notify the Uniform Board in writing.

Section 3. Utility Uniforms, approved by the Chief of Police or his designee, may be purchased by officers, at no cost to the Authority, and may be worn to the range or other such places as may be approved by the Chief of Police or his designee.

Section 4. Trainees will not be required to wear uniforms identifying them as Police Officers during Special Event Details.

ARTICLE 32 - HEALTH, WELFARE AND LIFE INSURANCE

Section 1. Health, Welfare and Life Insurance. Effective as of the first day of the first month which falls more than sixty (60) days after approval of this Agreement by the WMATA Board of Directors, the Authority shall provide coverage for the employees in a health and hospitalization insurance and dental and prescription plan, provided by a Blue Cross/Blue Shield policy or other health insurance provider policy in the event that Blue Cross/Blue Shield fails to satisfy WMATA and the Union that its offered rates are competitive in the marketplace and consistent with rates offered to WMATA by other health insurance providers, with a schedule of in-network and out-of-network benefits consistent with the following:

Annual Deductible and Out of Pocket Maximums

Summary of Services/Provisions	In-Network (Employee)	Out-of-Network (Employee pays)
Deductible		
• Individual	\$100	\$200
• Two-party or family	\$200	\$400
Out of Pocket		
• Individual	\$ 500	\$1,000
• Two-party or family	\$1,000	\$2,000
Lifetime Maximum (per person)	NONE	NONE

Medical and Surgical Services

Summary of Services/Provisions	In-Network (Employee pays)	Out-of-Network (Employee pays)
Routine Adult Physical Exam	\$10 co-payment	20% of plan allowance
Well childcare	\$10	Plan pays 80% of plan allowance
Cancer screening – mammogram, prostate screening and PAP tests	No charge	Plan pays 80% of plan allowance
Non-routine office visit	\$10 co-payment	20% of plan allowance
Allergy shots	\$10 co-payment	20% of plan allowance
Maternity care	\$10 <i>(first visit only)</i>	20% of plan allowance
Surgery, laboratory test X-rays	No charge	20% of plan allowance

Hospital Services (Semi-private room)

Summary of Services/Provisions	In-Network (Employee pays)	Out-of-Network (Employee pays)
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<i>Inpatient Medical</i>		
Facility	No charge	20% of plan allowance
Physician	No charge	20% of plan allowance
<i>Outpatient Medical</i>		
Facility	No charge	No charge
Physician	No charge	No charge
Emergency Room	\$35	\$35

Mental Health Care

Summary of Services/Provisions	In-Network (Employee pays)	Out-of-Network (Employee pays)
<i>Inpatient Services (limited to 45 days per calendar year)</i>		
Facility	No charge	20% of plan allowance
Physician	No charge	20% of plan allowance
<i>Outpatient Services (per calendar year)</i>		
Visits: 1 – 40	20% of plan allowance	20% of plan allowance
Visits: 41 -	20% of plan allowance	20% of plan allowance

Substance Abuse

Summary of Services/Provisions	In-Network (Employee pays)	Out-of-Network (Employee pays)
Detoxification	No charge	20% of plan allowance
<i>Inpatient Rehabilitation Services (limited to 30 days per calendar year)</i>		
Facility	No charge	20% of plan allowance
Physician	No charge	20% of plan allowance
<i>Outpatient Rehabilitation Services (limited to 30 days per calendar year)</i>		
Facility	No charge	20% of plan allowance

Prescription Drug

Retail Generic	\$5 co-pay
Retail Brand Formulary	\$10 co-pay
Retail Brand Non-Formulary	\$20 co-pay
Mail Generic	\$10 co-pay
Mail Brand Formulary	\$20 co-pay
Mail Brand Non-Formulary	\$40 co-pay

The Authority will pay 80% of the insurance cost and the employee will pay 20% of the insurance cost. There will be three levels of coverage – single, 1+1, and family. As of the

effective date for coverage under the above referenced, revised Blue Cross/Blue Shield policy, or other health insurance provider policy, coverage for retired employees will only be provided under that health and hospitalization insurance and dental and prescription plan. The cost of providing such insurance for retired employees will be allocated between the Authority and the employees in the same way as such costs are allocated for active employees.

The Authority will pay a \$1,000 annual bonus to each employee who declines Authority health insurance coverage and provides proof of alternate health insurance coverage.

The Authority will provide a life insurance policy for each employee paying a benefit equal to twice the employee's salary.

Section 2. Dental Plan. The Authority shall offer an optional family dental plan, which benefits will be on the level of the current employee plan. The increased cost of the optional family dental plan will be paid on a co-contributory basis - the employer paying seventy-five percent (75%) and the employee paying twenty-five percent (25%) of the increased premium costs. Coverage shall continue at existing levels and premium obligations (percentages) subject to the following amendments:

- (a) Periodontia coverage shall be included in the Plan.
- (b) Orthodontia coverage shall be provided as follows:
 - 1. Children only (for purposes of orthodontia coverage, the term "children" shall mean the same as dependent children under the basic health & welfare policies); and,
 - 2. \$1,000.00 Lifetime cap per dependent child.

Section 3. The Authority will continue health, dental, and prescription insurance coverage for the spouse and dependents of officers who have such coverage and die in the line of duty, die non-line-of-duty, or die after early, normal or disability retirement. This survivor coverage will terminate upon remarriage and upon dependents reaching the latter of: a) age 26, or b) graduation from college, or c) for life if the dependent is incapable of self-support, and as further limited by the terms of this section. Cost will be allocated as cost is allocated for active employees. In the case of officers who die non-line-of-duty or after retirement, this survivor coverage will also terminate after two years or when the spouse becomes eligible for Medicare (whichever is longer).

Section 4. For the purposes of benefits provided under this article, the term "spouse" includes formal domestic partner.

ARTICLE 32A - HEALTH OVERSIGHT COMMITTEE

Section 1. The Authority and the Union will meet on a monthly basis to discuss issues relating to health insurance. The Union designates two of its members for this purpose.

Section 2. The Union representatives may participate in contract negotiations with the health insurance provider, may observe the direct negotiations and may contribute to

discussions in the Authority caucus.

Section 3. Each Party will provide to the other a copy of its correspondence to the health insurance provider and will direct the health insurance provider to send a copy of its return correspondence to the other party, except that this exchange of information and documents does not apply to confidential individual medical information.

Section 4. The Authority will direct the health insurance provider to provide to the Union information relevant to the Authority's contract, except that this requirement does not apply to confidential individual medical information.

Section 5. Refunds attributable to coverage under the current cost allocation will be deposited in the Rate Stabilization Fund, and the parties will determine the amount to be drawn from the fund each year to reduce future premiums and costs.

ARTICLE 33 - LIABILITY INSURANCE

The Authority shall provide, through a self-insurance mechanism, insurance to cover each employee in the sum of one million dollars (\$1,000,000) for liability during the course of duty and job-related activities.

ARTICLE 34 - RETIREMENT

Section 1. The retirement and disability benefits for the employees covered by this Agreement are set forth in full as Appendix B hereto and made a part hereof.

Section 2. The Authority will provide pre-tax treatment for required employee pension contributions under the "pick up" rules set forth in Internal Revenue Code Sec. 414(h)(2).

Section 3. Retirement Contributions. Employees whose retirement contributions are interrupted due to a period of absence shall be enrolled in double deductions of their retirement contributions upon their return to duty. Employees who anticipate prolonged absences shall notify the Benefits Office in writing prior to taking leave. Affected employees shall notify the Benefits Office in writing within 30 calendar days of their return to work to commence double deductions. Failure by the employee to notify the Benefits Office within required time limits shall result in interest accruals on the missed payments to be paid by the employee.

ARTICLE 35 - TUITION REIMBURSEMENT

Employees will be allowed to participate in the Authority's training tuition reimbursement program as follows:

Section 1. 100% of the tuition cost to a maximum of \$1,500 per semester per employee for undergraduate and certificate courses directly related to the employee's current job, including associated textbooks and laboratory fees.

Section 2. 50% of the tuition cost to a maximum of \$750 per semester per employee for undergraduate courses not directly related to the employee's present position but of benefit to the Authority, including associated textbooks and laboratory fees. An employee seeking reimbursement under Section 1 and Section 2 for the same semester may receive a maximum of \$1,500 total reimbursement per semester.

Section 3. A grade of "C" or better is required for reimbursement.

Section 4. An employee may take a maximum of two (2) courses per semester.

Section 5. Fees such as registration, university center, pre-entry testing, physical education, lockers, towels, etc., and similar fees are not reimbursable.

Section 6. Where funds are limited for college/university reimbursement, preference will be given to requests made under Section 1 above.

Section 7. Employees will be required to remain in the Authority's employment for one (1) year after course(s) completion. If an employee voluntarily terminates employment within twelve (12) months after completing a course, the Authority shall deduct from the employee's last paycheck the tuition reimbursement received for the course minus a credit equal to one-twelfth (1/12) of the tuition for each month worked following completion of the course.

ARTICLE 36 - WAGES AND PREMIUM PAY

Section 1. Wages

- (a) Effective on October 1, 2024, the base wages will be increased by a percentage equal to the average of the five highest percentage-increases implemented in the six jurisdictions (District of Columbia, Montgomery County, Prince Georges County, Arlington County, Fairfax County and Alexandria; herein collectively, the "jurisdictions") for their police officers during the year ending September 30, 2024, for each PO category and grade. In the event that a jurisdictional increase is implemented following September 30, 2024, but made retroactive by the jurisdiction to before September 30, 2024, the base wages for each PO category and grade for the pay period beginning October 1, 2024, will be recomputed to include the subsequent jurisdictional increase (on an across-the-board basis) and the adjustment, as recomputed, will be retroactive to the first full pay period on or after October 1, 2024. Any such retroactive increases will be made on October 1, 2025, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2024, to September 30, 2025, but that apply to the year period of October 1, 2023, to September 30, 2024.
- (b) Effective October 1, 2025, the base wages will be increased by a percentage equal to the average of the five highest percentage increases implemented by the jurisdictions for their police officers during the year ending September 30, 2025,

for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2025, but made retroactive by the jurisdiction to before September 30, 2025, the base wages for each PO category and grade for the period beginning October 1, 2025, will be recomputed to include the subsequent jurisdictional increase (on an across the board basis) and the adjustment, as recomputed, will be retroactive to October 1, 2025. Any such retroactive increases will be made on October 1, 2026, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2025, to September 30, 2026, but that apply to the year period of October 1, 2024, to September 30, 2025.

- (c) Effective October 1, 2026, the base wages will be increased by a percentage equal to the average of the five highest percentage increases implemented by the jurisdictions for their police officers during the year ending September 30, 2026, for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2026, but made retroactive by the jurisdiction to before September 30, 2026, the base wages for each PO category and grade for the pay period beginning October 1, 2026, will be recomputed to include the subsequent jurisdictional increase (on an across the board basis) and the adjustment, as recomputed, will be retroactive to October 1, 2026. Any such retroactive increases will be made on October 1, 2027, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2026, to September 30, 2027, but that apply to the year period of October 1, 2025, to September 30, 2026.
- (d) Effective October 1, 2027, the base wages will be increased by a percentage equal to the average of the five highest percentage increases implemented by the jurisdictions for their police officers during the year ending September 30, 2027, for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2027, but made retroactive by the jurisdiction to before September 30, 2027, the base wages for each PO category and grade for the pay period beginning October 1, 2027, will be recomputed to include the subsequent jurisdictional increase (on an across the board basis) and the adjustment, as recomputed, will be retroactive to October 1, 2027. Any such retroactive increases will be made on October 1, 2028, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2027, to September 30, 2028, but that apply to the year period of October 1, 2026, to September 30, 2027.
- (e) Effective October 1, 2028, the base wages will be increased by a percentage equal to the average of the five highest percentage increases implemented by the jurisdictions for their police officers during the year ending September 30, 2028, for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2028, but made retroactive by the jurisdiction to before September 30, 2028, the base wages for each PO category and grade for the pay period beginning October 1, 2028, will be recomputed to

include the subsequent jurisdictional increase (on an across the board basis) and the adjustment, as recomputed, will be retroactive to October 1, 2028. Any such retroactive increases will be made on October 1, 2029, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2028, to September 30, 2029, but that apply to the year period of October 1, 2027, to September 30, 2028.

- (f) Effective October 1, 2029, the base wages will be increased by a percentage equal to the average of the five highest percentage increases implemented by the jurisdictions for their police officers during the year ending September 30, 2029, for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2029, but made retroactive by the jurisdiction to before September 30, 2029, the base wages for each PO category and grade for the pay period beginning October 1, 2029, will be recomputed to include the subsequent jurisdictional increase (on an across the board basis) and the adjustment, as recomputed, will be retroactive to October 1, 2029. Any such retroactive increases will be made on October 1, 2030, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2029, to September 30, 2030, but that apply to the year period of October 1, 2028, to September 30, 2029.

The Authority shall maintain the classification of Master Police Officer and Senior Police Detective. Progression into this classification shall be made consistent with the controlling General Order. Police Officers in either classification will receive a two point five percent (2.5%) wage increase.

Section 2. Call Back Premium. An officer that is called in from an off-duty status and required to report for duty is entitled to a minimum of three (3) hours pay at time and one-half their regular rate.

Section 3. Off Duty Court Premium. Off duty court time shall be a guarantee of three (3) hours at a time and one half. It is agreed that when an officer is required to appear in court on a designated holiday, the officer has the option of selecting the off duty court time guarantee of three hours at time and one-half or to be paid the prevailing holiday pay for the actual hours the officer was in attendance in court.

Section 4. This Section has been intentionally left blank.

Section 5. Shift Differential. An employee who works one-half or a majority of his/her straight time hours between the hours of three (3) p.m. and eleven (11) p.m., shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour as part of the job rate. An employee who works one-half or a majority of his/her straight time hours between the hours of eleven (11) p.m. and seven (7) a.m., shall receive a shift differential of two dollars and twenty-five cents (\$2.25) per hour as a part of the job rate.

The shift differential shall be considered for purposes of computing overtime. The shift differential shall not be considered to be part of the employee's base rate, nor shall it be applied to pay for nonproductive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purposes of computing retirement deductions, retirement and insurance benefits. The shift differential shall be applied to pay for an officer's first scheduled shift worked on a holiday.

Section 6. Tech Differentials. Each Officer assigned to detective duties will receive a three percent (3%) compensation premium for all hours worked under that designation.

Crime Scene Search Officers (or equivalent) Motor Unit Officers, K-9 Officers, SRT, and EOD Officers will be paid a one dollar and fifty cents (\$1.50) differential per hour worked. There is no stacking of this differential for K-9 and EOD work.

K-9 Officers will be reimbursed the expenses of providing canine support at home and receive pay at the rate of thirty (30) minutes of overtime per day or two hundred and ten (210) minutes of overtime per week for the care of the canine at home.

Field Training Officers (FTO's) and Field Training Detectives (FTD's) will receive two (2) days of administrative leave, either eight (8) or ten (10) hours each, based upon the FTO's normally worked schedule, for each training cycle or majority thereof that they are assigned a recruit officer or a probationary detective. For the purposes of this article, a training cycle is defined as a two week pay period. Administrative leave granted in such a manner must be utilized within 90 days of earning it. FTO's and FTD's will receive a tech differential of two dollars (\$2.00) per hour for all time worked in that capacity.

Section 7. Longevity Pay. This provision shall not apply retroactively.

Effective January 26, 2025, Police Officers who reach the end of their sixteen (16), twenty (20), and twenty-two (22) years of service respectively will receive an additional one percent (1%) increase to their base compensation at the end of each aforementioned year.

If, as of January 26, 2025, a Police Officer has more than twenty-two (22) years of service, they will receive a one-time one percent (1%) increase to base salary.

ARTICLE 37 - MISCELLANEOUS

Section 1. Off-duty security work. Employees shall have the right to engage in off-duty security work with the prior approval of the Chief or his designee.

Section 2. Roll call. If any employee is not present when the roll call begins, that employee is considered late and is subject to discipline without recourse to the grievance procedure. In the event that this procedure does not correct tardiness, MTPD may institute a time clock procedure. Employees may be excused for tardiness. In the event a request to be excused is denied by a supervisor, such denial is subject to review by the Chief or his designee upon the written request of the employee.

All information presented at roll call will be disseminated to employees who are called out to perform duties prior to the end of roll call.

Section 3. Deferred Compensation. Employees may participate in the Authority's deferred compensation plan.

Section 4. The Authority will provide employees with the option of electing the premium conversion plan allowing pre-tax treatment for employee-paid health insurance premiums currently available to the Authority's non-represented employees.

Section 5. The Authority will provide employees with the option of establishing health care and childcare flexible spending accounts currently available to the Authority's non-represented employees.

ARTICLE 38 - FINALITY AND SEPARABILITY

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter properly within the scope of negotiations and that understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Authority and the Union for the life of this Agreement waive the right to negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total agreement between the Authority and the Union. It is further agreed that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized employees and representatives.

Section 2. If any term or provision of this Agreement is at any time during the life of the Agreement in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 39 - DURATION OF AGREEMENT

This Agreement will be effective October 1, 2024, and will continue in full force and effect through September 30, 2029, and from year to year thereafter unless changes are requested by either of the parties hereto, by written notice sixty (60) calendar days prior to September 30, 2029, or of any year thereafter. In the event the parties cannot reach agreement upon proposed changes or modifications, or in the event of a notice of termination if collective bargaining fails to result in agreement, then all matters in dispute shall be arbitrated as provided for in provisions of this Agreement dealing with arbitration.

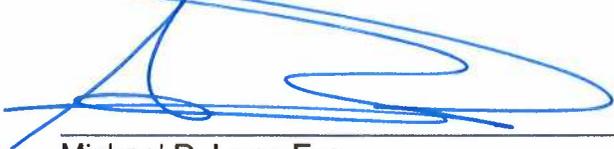
IN WITNESS WHEREOF, this document has been executed this ___ day of _____ 2025.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY



Randy Clarke
General Manager & CEO

09/29/25
Date



Michael D. Levy, Esq.
VP & Chief Labor & Employee Relations Officer

9/29/25
Date



Michael Anzallo
Chief, Metro Transit Police

9/29/2025
Date



Colin Dorrity
Chairman
FOP/Metro Transit Police Labor Committee, Inc.

09/29/2025
Date

APPENDIX A - CHECKOFF OF DUES

CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of FOP/METRO Transit Police Labor Committee, and direct such amount so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, which is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature

Social Security Number

Date

Address

City

State

Zip Code

Employer

(Original to Employer; copy to Local Union)

(Union dues are not deductible as charitable contributions for Federal Income Tax purposes.)

APPENDIX B
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
TRANSIT POLICE RETIREMENT PLAN

This Restated Retirement Plan is adopted by the Washington Metropolitan Area Transit Authority, an agency and instrumentality of the District of Columbia, State of Maryland and Commonwealth of Virginia, created as a body corporate and politic, with the consent of the Congress of the United States (hereinafter "WMATA" or "AUTHORITY"), effective January 31, 2014, pursuant to a Collective Bargaining Agreement between WMATA and Fraternal Order of Police/Metro Transit Police Labor Committee (hereinafter "UNION"), the representative of sworn Metro Transit Police in the Office of Transit Police and Security.

ARTICLE 1
NAME, EFFECTIVE DATE AND PURPOSE

1.01 Name. The Name of the Plan is "THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY TRANSIT POLICE RETIREMENT PLAN", hereinafter called the "Plan."

1.02 Effective Date. The original effective date of the Plan is April 2, 1981. The effective date of this restatement is January 31, 2014 (The "Effective Date"). Notwithstanding the foregoing, any provision which is contained in this amended and restated plan and which is required to be effective before the Effective Date in order for the Plan to retain its qualification under Section 401(a) of the Internal Revenue Code shall, nevertheless, be effective as of the effective date required under the Internal Revenue Code.

Except as specifically provided herein, the provisions of this restatement shall apply only to a Participant whose status as an Employee terminates on or after the Effective Date. The rights and benefits, if any, of a Participant whose status as an Employee terminated prior to the Effective Date shall be determined in accordance with the provisions of the Plan that were in effect on the date his or her status as an Employee terminated.

1.03 Purpose of the Plan. It is the purpose of this Plan to recognize the contribution made to the successful operation of the Authority by its Transit Police Force and to reward such contribution by establishing a system of pension benefits for those employees who shall hereafter qualify as Participants under this Plan, and for the beneficiaries designated by such employees in accordance with the provisions of this Plan.

This Plan has been established for the exclusive benefit of the Participants and their beneficiaries. So far as possible, this Plan should be interpreted in a manner consistent with this intent and with the Authority's intention that this Plan satisfy those provisions of the Internal Revenue Code relating to exempt employees' trusts. No income or corpus of this Plan or any funds contributed to the Plan by the Authority shall ever revert to or be used or enjoyed by the Authority, except as may be permitted by the provisions of the Internal Revenue Code relating to exempt employees' trusts.

The establishment of this Plan shall not be construed as giving any employee, or any other person, any legal or equitable rights against the Authority, its Board of Directors, the Union, the Trustees or the Plan, or the corpus or income of this Plan unless such right is specifically provided by the Plan Document.

ARTICLE 2 DEFINITIONS

When used in this Plan and in the Trust Agreement, the words and phrases defined hereinafter shall have the following meaning, unless a different meaning is clearly required by the context of the Plan or Trust Agreement.

2.01 “Accrued Benefit” shall mean, as of any date prior to the Participant’s Normal Retirement Date, a monthly benefit, commencing on the Participant’s Normal Retirement Date and continuing for his life, calculated in the same manner as a normal retirement benefit and based upon the Credited Service earned by such Participant and the Participant’s Final Average Earnings. As of the Participant’s Normal Retirement Date, the Participant’s Accrued Benefit shall be the monthly benefit described in Section 4.02.

2.02 “Accumulated Employee Contributions” shall mean the total of employee contributions under the Plan as provided for in Section 3.02 plus interest at the rate of five percent (5%) compounded annually from the first day of the Plan Year following the date such contributions were made, to the first day of the month in which employment terminates. Accumulated Employee Contributions shall include contributions made by the Employee that have been transferred from the Washington Metropolitan Area Transit Authority Retirement Plan together with credited interest thereon.

2.03 “Actual Retirement Date” shall mean the date the Participant actually retires and becomes eligible to start receiving benefits under the Plan by reason of such retirement.

2.04 “Actuarial Equivalent” shall mean a benefit of equal value when computed in accordance with the actuarial tables last recommended by the Actuary for the Plan and approved by the Board of Trustees of the Plan, taking into consideration the difference in fund earnings and life expectancy when the benefit commences at a time other than the normal benefit commencement date, and the value of additional guarantees provided under an option being utilized. Such actuarial equivalences are set forth in Appendix A.

2.05 “Age” shall mean attained age, not age at nearest birthday.

2.06 “Annuity Starting Date” shall mean the first day of the first period for which an amount is paid as an annuity or, in the case of a single sum payment, the first day on which all events have occurred which entitle the Participant, or his beneficiary (if the Participant has died) to such benefit.

2.07 “Agreement” shall mean the trust established for the accumulation and investment of the funds required to provide the benefits under the Plan.

2.08 “Authority” or “WMATA” shall mean the Washington Metropolitan Area Transit Authority, an agency and instrumentality of the District of Columbia, State of Maryland and Commonwealth of Virginia, a body corporate and politic created with the consent of the United States Congress (Pub. L. 89-774, November 6, 1966, 80 Stat. 1324; Pub. L. 92-349, July 13, 1972, 86 Stat. 466; Pub. L. 92-517, October 21, 1972, 86 Stat. 999; and Pub. L. 94-306, June 4, 1976) by the District of Columbia, State of Maryland and Commonwealth of Virginia. (Resolution of the Board of Commissioners, December 22, 1960; (Md) Ch. 613, Acts of General Assembly, 1959; (Va) Ch. 527, 1958 Acts of Assembly; Resolution of the Board of Commissioners, November 15, 1966, as amended; Ch. 869, Acts of General Assembly, 1965, as amended; and Ch. 2, 1966, Acts of Assembly, as amended) or any successor thereof lawfully empowered as such by the United States Congress, District of Columbia, State of Maryland, and Commonwealth of Virginia. For purposes of this Plan and Trust Agreement, the principal place of business of WMATA shall be considered to be the District of Columbia. For purposes of this Plan and Trust Agreement, the District of Columbia shall be considered a state.

2.09 “Board of Directors” shall mean the Board of Directors of the Authority.

2.10 “Board of Trustees (Trustees)” shall mean the Board of Trustees designated in accordance with the terms of the Trust Agreement.

2.11 “Children (Child)” shall mean the issue of the Participant, any legally adopted child of the Participant, or any legally recognized ward of the Participant or his Spouse who was dependent on the Participant for more than fifty percent (50%) of his support during the year preceding the Participant’s date of death.

2.12 “Code” shall mean Internal Revenue Code of 1986, as amended from time to time. Reference to a Code Section shall include (i) such section and any comparable section or sections of future legislation that amends supplements, or supersedes such section and (ii) all rulings, regulations, notices, announcements, and other pronouncements issued by the U.S. Treasury Department, the Internal Revenue Service, and any court of competent jurisdiction that relate to such section and that are applicable to governmental plans.

2.13 “Compensation” shall mean the total basic compensation (excluding any overtime payments, special shift payments, bonuses or other allowances) received by a Participant from the Authority during any calendar month. Notwithstanding the foregoing, Compensation:

(a) shall not include (i) contributions, credits, or benefits paid or accrued under this Plan or any other retirement plan, deferred compensation plan, welfare benefit plan or fringe benefit plan of the Authority; (ii) compensation or payments for unused vacation

payable in connection with any termination of employment; or (iii) reimbursements for expenses, expense allowances or other special allowances.

(b) Shall include any amount which would otherwise be deemed Compensation under this Section but for the fact that it is deferred pursuant to a salary reduction agreement under any plan described in Section 125, 132(f), 457 or 414(h) of Code.

In the event that an individual receives Differential Wage Payments, such Differential Wage Payments will be treated as compensation for purposes of Section 415 of the Code, as applicable, to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service. The annual Compensation of each Participant taken into account in determining benefit accruals for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual Compensation means compensation during the plan year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to the annual Compensation for the determination period that begins with or within such calendar year. In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual Compensation limit for determination periods beginning before January 1, 2002, shall be \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998, 1999; and \$170,000 for any determination period beginning in 2000 or 2001.

2.14 “Continuous Service” shall mean the uninterrupted period of service commencing with the Participant’s most recent date of employment. The period of employment shall not be deemed to be interrupted by absence for military service, sick leave, vacation leave or other special leave approved in writing by the Authority, which (except military service) does not exceed twelve (12) months. Absence for military service will come within the meaning of the above provision only if the Participant returns to employment with the Authority during the period in which his employment rights are protected by law.

2.15 “Credited Service” shall mean the number of years (and fractional years measured in completed months) of Continuous Service that the Participant has accumulated prior to his Actual Retirement Date, with the following exceptions:

(a) Credited Service shall include only those of months of Continuous Service after April 1, 1981, with respect to which the Participant made contributions to the Plan in accordance with Section 3.02.

(b) For purposes of determining the amount of the Normal Retirement Pension for a Participant retiring on or after his Normal Retirement Date, Credited Service shall include all unused accrued whole months of sick leave as of the date of retirement.

(c) If a Participant becomes Disabled, recovers from his disability so as to be medically certified to full-time active duty as a law enforcement officer prior to his Normal Retirement Age, and is reemployed by the Authority, his period of disability shall be included in Credited Service for purposes of determining eligibility for the Normal Retirement Pension. To the extent he makes contributions to the Plan in accordance with Section 3.02, his period of disability shall be included in Credited Service for benefit calculation purposes.

2.16 "Differential Wage Payment" shall mean any payment that, under the policies that may be established from time to time by the Employer, is made by the Employer to an individual with respect to any period during which the individual is performing service in the Uniformed Services while on an active duty for a period of more than 30 days, and which represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer, all within the meaning of Section 3401(h)(2) of the Code. Further, the Plan will not be treated as failing to meet the requirements of any provision described in Section 414(u)(1)(C) of the Code by reason of any contribution or benefit that is based on such Differential Wage Payments, but only if all Employees of the Employer performing services in the Uniformed Services are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, are eligible to make contributions based on such Differential Wage Payments on reasonably equivalent terms.

2.17 "Disabled" shall mean being totally or partially disabled as determined by the Board of Trustees. Total disability shall mean the inability of a Participant to reasonably perform his duties as a law enforcement officer. Partial disability shall mean the ability of a Participant to perform some part of the duties as a law enforcement officer, such as in administrative or desk assignments.

2.18 "Distribution Calendar Year" shall mean a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 4.05(a)(2).

2.19 "DROP" shall mean the Deferred Retirement Option Program described in Section 4.06.

2.20 "DROP Effective Date" shall mean the date on which the Participant's DROP Election becomes effective. The DROP Effective Date must be the first day of a calendar month.

2.21 "DROP Election" shall mean an election under Section 4.06(c) to participate in the DROP.

2.22 "DROP Retirement Date" shall mean the first day of the month coincident with or next following the retirement date voluntarily elected by an eligible DROP Participant in his or her DROP Election (or such earlier date upon which the Participant voluntarily elects to actually terminate his or her employment with the Authority).

2.23 "Employee" shall mean any person who, on or after the Effective Date of the Plan, is employed by the Authority as a Transit Police Officer, or a person who is employed as a Transit Police Official who was promoted from Transit Police Officer after the Effective Date of the Plan; except that the term "Employee" shall not include a seasonal, part-time or casual worker whose customary employment is for less than thirty (30) hours in any week or for less than five (5) months in any calendar year.

2.24 "Final Average Earnings" shall mean the annualized arithmetic average of the Participant's Compensation paid to him during his highest thirty-six (36) consecutive calendar months prior to the Participant's Normal Retirement Date or later Actual Retirement Date which will produce the highest annual average for the purposes of the benefit being calculated under the Plan.

2.25 "Fiscal Year" shall mean the fiscal year of the trust which shall be the twelve (12) months ending on December 31.

2.26 "Limitation Year" shall mean a calendar year for purposes of Article 10.

2.27 "Normal Retirement Age" shall mean the earlier of (a) the completion of twenty-five (25) years of Credited Service or (b) the attainment of age sixty-five.

2.28 "Normal Retirement Date" shall mean the first day of the month next following the date the Participant attains his Normal Retirement Age, or the date he attains Normal Retirement Age if on the first of a month.

2.29 "Normal Retirement Pension" shall mean the monthly benefit to which a Participant is entitled under the provisions of Section 4.02, expressed as a single life annuity commencing at the Participant's Normal Retirement Date.

2.30 "Participant" shall mean any Employee in the employ of the Authority who is eligible to participate in the Plan and makes the required contributions to the Plan.

2.31 "Plan" shall mean "THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY TRANSIT POLICE RETIREMENT PLAN", as set forth herein, or in any amendments hereto.

2.32 "Plan Year" shall mean the twelve-month period ending on December 31.

2.33 "Qualified Military Service" shall mean any military service in the Uniformed Services by an individual, if such individual is entitled to reemployment rights with respect to such military service, all within the meaning of Section 414(u)(5) of the Code.

2.34 "Required Beginning Date" shall mean the April 1st following the later of (i) the calendar year in which the Participant attains age 70 1/2 or (ii) the calendar year in which the Participant actually retires.

2.35 "Spouse" shall mean the person legally married to the Participant.

2.36 "Transit Police Officer" means an employee covered by the terms of the labor agreement between the Authority and the Union representing sworn Transit Police Officers.

2.37 "Transit Police Official" means an individual employed on the Transit Police Force above the rank of Transit Police Officer who is also a sworn police officer.

2.38 "Uniformed Services" shall mean the uniformed services as defined in Chapter 43 of Title 38 of the United States Code.

2.39 "Union" shall mean the exclusive bargaining agent presently representing the Transit Police Officers.

ARTICLE 3 PARTICIPATION IN THE PLAN

3.01 Eligibility. Each Transit Police Officer employed on the Effective Date of the Plan, who was hired as an Employee on or before May 3, 1976 will become a Participant of this Plan on the effective date of his irrevocable written election to participate in this Plan. Each Transit Police Officer employed on the Effective Date of the Plan, who was hired as an Employee on or before May 3, 1976 and who has not previously made an irrevocable election to participate in this Plan, may elect to do so by June 30, 1986. Participation of such Employees is effective July 1, 1986 and is contingent upon the following:

(a) Employer and Employee contribution, including interest, applicable to the Employee must be transferred from the Washington Metropolitan Area Transit Authority Retirement Plan by September 30, 1986, and

(b) An Employee must pay to the Retirement Plan an amount equal to the amount of Employee contributions he would have made had he become a Participant on the Effective Date of the Plan as provided in Section 3.02, together with interest thereon at the rate of eight percent (8%), compounded annually, in accordance with one of the following payment schedules:

- (1) in a lump sum payment by September 30, 1986; or
- (2) through payroll deductions over a period of twenty-four (24) months commencing with the first payroll after September 30, 1986. The amount of payroll deduction shall include interest added for the twenty-four (24) month period at the rate of eight percent (8%), compounded annually. If a Participant making payments under this

payment schedule terminates employment within the twenty-four (24) month period, his benefits will be determined as follows:

(A) If the total unpaid balance is paid within thirty (30) days of termination, the Participant is eligible for benefits under the applicable provisions of the Plan;

(B) If the total unpaid balance is not paid within thirty (30) days of termination, the Participant may receive a benefit under Section 9.01 only, regardless of whether he meets the age and service requirements for other Plan benefits.

Each Transit Police Officer hired after May 3, 1976 will automatically become a Participant of this Plan at the later of his date of hire, or April 2, 1981.

3.02 Employee Contributions. Each Participant in the Plan shall contribute 4.34%, of his Compensation. Effective with the first day of payroll period beginning on or after October 1, 2001, each Participant in the Plan shall contribute 5.317% of his Compensation. Effective with the first day of payroll period beginning on or after October 1, 2002, each Participant in the Plan shall contribute 6.293% of his Compensation. Effective with the first day of payroll period beginning on or after October 1, 2003, each Participant in the Plan shall contribute 7.27% of his Compensation. Effective with the first day of payroll period beginning on or after October 1, 2019, each Participant in the Plan shall contribute 8.5% of his compensation. A Participant whose contributions shall become in arrears because of a period of Continuous Service or Disability without Compensation must pay the contributions which are in arrears after his return to work with the Authority through either (a) a lump sum payment, or, (b) through double deductions. The election to pay the contributions by lump sum or double deductions shall be made immediately upon his return to work.

Effective July 1, 1997, any Plan Participant whose contributions are in arrears on that date because of a period of Continuous Service or Disability without Compensation shall elect to pay such arrearage by either (a) a lump sum payment payable at the time of such election, or (b) double deductions, which shall commence immediately upon such election.

For all Compensation earned after January 1, 1997, the employee contributions required under this Section 3.02 and Section 3.04 shall be funded by the Employer as set forth in the Collective Bargaining Agreement between the Employer and FOP/Metro Transit Police Labor Committee and in compliance with Internal Revenue Code Sec. 414(h)(2) or any amended or successor statute. For income tax purposes, all employee contributions funded by the Employer shall be treated as Employer contributions. Participants shall have no election as to whether to pay the contributions required under sections 3.02 and 3.04 with funds other than from their salary. For all purposes of this Plan, the employee contributions funded by the Employer shall be considered Compensation received by the Participant.

3.03 Authority Contributions. Subject to the qualifications following, the Authority shall pay any remaining cost of the Plan as determined in accordance with generally accepted actuarial practices. The Plan will be funded in accordance with the Aggregate Funding Method effective with the January 1, 2001 Actuarial Evaluation. Under this method the Annual Employer Cost will be determined by reducing the "Present Value of Future Benefits" by the "Adjusted Assets" and "Present Value of Future Employee Contributions" (the difference not less than zero), the result divided by the "Present Value of Future Salaries" and that result multiplied by "Current Annual Salaries." All capitalized terms used in this paragraph are the same as those defined in the 1999 Mercer Actuarial Valuation of the Plan in the exhibit labeled "3. Recommended Contributions."

The foregoing notwithstanding, the Authority, in its sole discretion, may limit the amount of the contribution it is required to make for any given Plan Year to 17.05% of gross earnings of covered Employees (15.31% of gross earnings for the non-disability portion of the Plan and 1.74% of gross earnings for the disability component of the Plan); provided, however, that the Authority shall not be permitted to utilize such deferral (1) for more than three consecutive Plan Years or (2) for more than a total of four out of any seven consecutive Plan Years. Any amount deferred shall be automatically included in the calculation of the Authority's required contribution in subsequent actuarial valuations of the Plan.

ARTICLE 4 NORMAL RETIREMENT PENSION

4.01 When Payable. A Normal Retirement Pension shall be granted to each Participant of the Plan who retires on or after the date on which he attains his Normal Retirement Age.

Each Participant who retires on or after his or her Normal Retirement Age, or who ceases employment with the Authority as an Employee on or after his Normal Retirement Age, shall be fully (100%) vested in his or her Accrued Benefit. A Participant who elects to continue employment with the Authority after reaching his or her Normal Retirement Age shall not be entitled to receive a Normal Retirement Pension until he or she actually retires.

4.02 Amount. In the case of Participants who retire or otherwise terminate employment on or after October 1, 2001, but before October 1, 2019, unless an optional method of payment is elected, as described in Section 4.04, the annual Normal Retirement Pension benefit payable in monthly installments to such eligible Participant shall equal two and fifty-six hundredths percent (2.56%) of the Participant's Final Average Earnings multiplied by his years of Credited Service; provided, however, that the resulting pension paid during any month following the Participant's sixty-sixth (66th) birthday shall be reduced as follows: the annual benefit amount payable under this Article shall be reduced by one-half of one percent (0.5%) of the Participant's Final Average Earnings multiplied by his years of Credited Service, and further multiplied by all increases in his Normal Retirement Pension, granted in accordance with the next paragraph, between the Participant's date

of retirement and his sixty-sixth (66th) birthday. The annual benefit amount so reduced shall then be divided by twelve with the resulting amount being paid to the Participant on a monthly basis.

In the case of Participants who retire or otherwise terminate employment on or after October 1, 2019, unless an optional method of payment is elected, as described in Section 4.04, the annual Normal Retirement Pension benefit payable in monthly installments to such eligible Participant shall equal two and fifty-six hundredths percent (2.56%) of the Participant's Final Average Earnings multiplied by his years of Credited Service, provided, however, that the resulting pension paid during any month following the Participant's sixty-seventh (67th) birthday shall be reduced as follows: the annual benefit amount payable under this Article shall be reduced by one quarter of one percent (0.25%) of the Participant's Final Average Earnings multiplied by his years of Credited Service, and further multiplied by all increases in his Normal Retirement Pension, granted in accordance with the next paragraph of this section, between the Participant's date of retirement and his sixty-seventh (67th) birthday. The annual benefit amount so reduced shall then be divided by twelve with the resulting amount being paid to the Participant on a monthly basis.

The Normal Retirement Pension benefit shall be adjusted each January 1st following retirement to the amount determined by multiplying the benefit payment that would otherwise have been paid on January 1st by the ratio of (1) the Consumer Price Index for the month of September of the latest year, to (2) the Consumer Price Index for the month of September one year earlier. As used in this Plan, the Consumer Price Index shall be defined as the Washington Metropolitan Area CPI-W Index. This adjustment shall be limited to six percent (6%) annually, applied on a cumulative basis.

4.03 Period of Payment. Monthly pension benefits shall commence on the Normal Retirement Date of the Participant and shall continue until the first of the month in which the retired Participant dies, unless an optional method of payment has been elected, in which case the monthly pension benefits shall be continued as provided for under the option elected.

4.04 Optional Methods of Payment.

(a) Married Participant. In lieu of a lifetime pension payable monthly to a married Participant, such Participant may elect to receive a joint and survivor pension of Actuarial Equivalent value which would provide a reduced monthly pension payable to the Participant starting with his Actual Retirement Date, with the provision that after his death, pension payments would continue to be paid to, and during the lifetime of, the spouse of the Participant in an amount determined under one of the following options:

- (1) Continuation of the same amount of reduced pension that was payable to the Participant, or

- (2) Three-fourths of the reduced pension that was payable to the Participant; or
- (3) Two-Thirds of the reduced pension that was payable to the Participant; or
- (4) One half of the reduced pension that was payable to the Participant.

In the event of the death of the Participant or Spouse prior to the Participant's Actual Retirement Date, the election will be null and void.

In the event of the death of a Participant subsequent to his Normal Retirement Date but prior to his Actual Retirement Date, the option election shall be fully operative and the spouse or other beneficiary shall commence receiving pension payments pursuant to the terms of the elected option. If the spouse should die prior to the Participant but after the Participant's Actual Retirement Date, the actuarially reduced pension shall continue to be payable to the Participant. If a married Participant elects, on or after October 1, 2001, to receive his benefit under the Plan in the optional form described in this Section 4.04(a), and the Participant's Spouse dies prior to the Participant (but after the Participant's Actual Retirement Date), the benefit payment option shall thereupon become void, and the Participant shall receive, commencing on the 1st day of the month following the Spouse's death, the monthly benefit which the Participant would have received had the Participant's benefits originally been payable in the form of a lifetime pension under Section 4.03; provided, however, the resulting lifetime pension shall be actuarially reduced to reflect the cost of the pop-up prior to such payment as a lifetime pension.

(b) Unmarried Participant. In lieu of the pension payable monthly for the life of an unmarried Participant, such Participant may elect to receive a term certain and life thereafter pension of Actuarial Equivalent value which would provide a reduced monthly pension payable to the Participant commencing with his Actual Retirement Date, with the provision that after his death, benefit payments would continue to be paid to his named beneficiary for the remainder, if any, of the term certain, provided that the term certain elected shall not exceed the life expectancy of the Participant or ten years, whichever is longer.

If a beneficiary, named under a term certain and life option, should die prior to the Participant but after his Actual Retirement Date, and at the Participant's death another beneficiary has not been named to receive the remaining benefit payments, the present value of the remaining payments, if any, shall be paid to the Participant's estate.

(c) Besides the options provided in (a) and (b) above, a Participant may elect a pension payable in accordance with any other option (except an "interest only" or lump sum distribution option) which is the Actuarial Equivalent of the Normal Retirement Pension to which the Participant was entitled at Normal Retirement Date, provided, however, that such option (i) provides for equal installments commencing with the Participant's Actual Retirement Date and (ii) may not be expected to cause pension

benefits to be payable for a period longer than the life expectancy of the last to die of the employee and his spouse, and provided further that such option is approved by the Trustees and the actuary of the Plan.

(d) In the event that the Participant and his Spouse (if a Joint and Survivor Pension has been elected) die prior to their receiving total monthly benefits equal to the Participant's accumulated Employee Contributions, at the date that the Participant's benefits commence and there are no future premium benefits payable, any remaining difference shall be paid to the Participant's named beneficiary, or to his estate in the absence of a surviving named beneficiary.

(e) If an individual dies on or after January 1, 2007, while performing Qualified Military Service, the Participant's beneficiaries are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if such Participant resumed and then terminated employment on account of death.

(f) Once an election has been made and accepted by the Trustees, it cannot be rescinded or changed without the written consent of the Trustees in accordance with rules uniformly applied to all Participants similarly situated.

4.05 Minimum Distribution Requirement.

Effective for Calendar years beginning with the 2003 Calendar the provisions of this Section apply for purposes of determining minimum required distributions under Section 401(a)(9) of the Internal Revenue Code and take precedence over any inconsistent provisions of the Plan; provided, however, that these provisions are intended solely to reflect the requirements of Section 401(a)(9) of the Internal Revenue Code (and accompanying Treasury regulations) and are not intended to provide or expand (and shall not be construed as providing or expanding) any benefit or distribution option not otherwise expressly provided for under the terms of the Plan. The provisions of this Section shall apply only to the extent required under Section 401(a)(9) of the Internal Revenue Code as applied to a governmental plan and if any special rules for governmental plans are not set forth herein, such special rules are hereby incorporated by reference and shall for all purposes be deemed a part of the Plan.

(a) Time and Manner of Distribution

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or will begin to be distributed, no later than as follows:

(A) If the Participant's surviving Spouse is the sole designated Beneficiary, then subject to Section 4.05(a)(2)(E) below, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(B) If the Participant's surviving Spouse is not the sole designated Beneficiary, then subject to Section 4.05(a)(2)(E) below, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving Spouse is the sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 4.05(a)(2) other than Section 4.05(a)(2)(A) will apply as if the surviving Spouse were the Participant.

(E) If the Participant dies before distributions begin and there is a designated Beneficiary, distribution to the designated Beneficiary is not required to begin by the date specified in Section 4.05(a)(2)(A) or (B) above, but only if the designated Beneficiary elects to have the Participant's entire interest distributed to the designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. Such an election by the designated Beneficiary must be made no later than the earlier of September 30 of the calendar year in which the distribution would otherwise be required to begin under Section 4.05(a)(2)(A) or (B), or September 30 of the calendar year that contains the fifth anniversary of the Participant's death.

For purposes of this Section 4.05(a)(2) and Section 4.05(d), distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 4.05(a)(2)(D) applies, the date distributions are required to begin to the surviving Spouse under Section 4.05(a)(2)(A)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 4.05(a)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

(3) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 4.05(b), (c) and (d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of

Section 401(a)(9) of the Internal Revenue Code and applicable Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Internal Revenue Code will be distributed in a manner satisfying their requirements of Section 401(a)(9) of the Internal Revenue Code and the Treasury regulations that apply to individual accounts.

(b) Determination of Amount to be Distributed Each Year

(1) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity shall satisfy the following requirements:

(A) The annuity distributions will be paid in periodic payments made at Intervals not longer than one year;

(B) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 4.05(c) or (d);

(C) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(D) Payment will either be non-increasing or increase only as follows:

(i) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index based on prices of all items and issued by the Bureau of Labor Statistics;

(ii) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 4.05(c) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Internal Revenue Code;

(iii) To provide cash refunds of employee contributions upon the Participant's death;

(iv) To pay increased benefits that result from a Plan amendment.

(2) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 4.05(a)(2)(A) or (B)) is the payment that is required for one payment

interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(3) Additional Accruals after First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(c) Requirements for Annuity Distributions Commencing During Participant's Lifetime

(1) Joint Life Annuities Where Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table in Q&A-2 of Treas. Reg. §1.401(a)(9)-6. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

(2) Period Certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treas. Reg. §1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Treas. Reg. §1.401(a)(9)-9 plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4.05(c)(2), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(d) Requirements for Minimum Distributions If Participant Dies Before Distributions Begin

(1) Participant Survived by Designated Beneficiary. Except as provided in Section 4.05(a)(2)(E), if the Participant dies before the date distribution of his interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 4.05(a)(2)(A) or (B), over the life of the designated Beneficiary or over a period certain not exceeding:

A. Unless the Annuity Starting Date is before the first Distribution Calendar Year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

B. If the Annuity Starting Date is before the first Distribution Calendar Year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his interest begins, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving spouse begin, this Section 4.05(d) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 4.05(a)(2)(A).

(e) Reasonable and Good Faith Interpretation. Notwithstanding anything contained herein to the contrary, any distribution option under the Plan that is consistent with a reasonable and good faith interpretation of Section 401(a)(9) of the Internal Revenue Code shall be permitted under this Section 4.05.

4.06 Deferred Retirement Option Program

(a) Eligibility for DROP. A Participant (i) who is a Transit Police Official or who is classified as a PO3, step 10, and (ii) who has completed at least 25 years of Credited Service may voluntarily elect, pursuant to this Section 4.06, to retire for purposes of calculating his or her Normal Retirement Pension under Article 4, continue working as a Transit Police Officer for a period of up to 5 years, and defer commencement of his or her Normal Retirement Pension until his or her DROP Retirement Date. The deferred benefit will be credited to the Participant's DROP Account and credited with interest in

accordance with Section 4.06(e). In order for the DROP Election to be effective, the eligible Participant must complete and execute an election and release on a form supplied by the Board of Trustees, and such election and release must be valid and binding on the Participant in accordance with its terms. DROP eligibility will include that one attempting to participate must receive a "satisfactory" rating or above on their last Departmental Performance Review. Furthermore, no applicant is qualified if they have ten (10) disciplinary days or more within the prior eighteen (18) months or any demotions within the last two (2) years.

A Participant who does not elect to participate in the DROP in accordance with the provisions of this Section 4.06 when first eligible, may elect to participate at any time thereafter provided the Participant has not terminated employment or become Disabled.

(b) Election of Retirement Date. An eligible Participant who voluntarily elects to have the provisions of this Section 4.06 apply shall irrevocably elect to retire no later than three years following the DROP Effective Date on which the participant makes a DROP Election in accordance with Section 4.06(c). The DROP Election is not a commitment to remain employed for a period of up to three years or a guarantee of continued employment. A Participant who makes a DROP Election may retire at any time prior to the date specified in his or her DROP Election and may be terminated by the Authority at any time in accordance with the relevant rules and procedures applicable to terminations of Transit Police Officers.

(c) Drop Election. The election to participate in the DROP in accordance with all of the terms and conditions of this Section 4.06 must be made, if at all, by executing and delivering to the WMATA Benefits Office, a DROP Election on a form provided by the Benefits Office for this purpose. Such form shall include a waiver and release of any age discrimination or other claims relating to the DROP. A DROP Election using the form provided by the Benefits Office must be filed with the Benefits Office at least sixty (60) days prior to the proposed DROP Effective Date. The proposed DROP Effective Date selected by the Participant shall be subject to approval of the Board of Trustees. A Participant who makes a DROP Election shall have a period of seven (7) calendar days to revoke the DROP Election. If the DROP Election is in effect at the close of regular business hours on the seventh calendar day after the date on which the Participant signs the DROP Election, the DROP Election (including, without limitation, the DROP Effective Date and the commitment to terminate employment and retire on the date specified) shall thereupon become irrevocable.

If a Participant makes a valid DROP Election, the amount accrued by a Participant after his or her DROP Effective Date and the amount payable with respect to the Participant's Normal Retirement Pension shall be determined solely and exclusively by the provisions of this Section 4.06 and, except as otherwise specifically provided herein, the Participant shall not be entitled to any other payment, benefit or amount with respect to his or her Normal Retirement Pension.

(d) Effect of Failure to Elect. The rights under the Plan of any Participant who is eligible for the DROP but who does not elect to participate in the DROP in accordance

with, and subject to, all of the terms and conditions of this Section 4.06, shall be determined by the remaining terms of the Plan, and the value of any rights created by this Section 4.06 shall not be considered in determining such Participant's Normal Retirement Pension or the Actuarial Equivalent thereof.

(e) Credit to DROP Account.

(1) As of the first day of each calendar month commencing on or after the DROP Effective Date and continuing until the Participant's DROP Retirement Date, the Participant's DROP Account shall be credited with the amount the Participant would have received under Section 4.02 if the Participant had actually retired on the DROP Effective Date and elected to receive his or her Normal Retirement Pension in the form of a straight life annuity. Notwithstanding the foregoing, in lieu of having the amount credited to his or her DROP Account determined under the monthly life annuity form of retirement income, the Participant may elect, as part of his or her DROP Election, to have the amount determined under any of the Actuarial Equivalent forms of benefit specified in Section 4.04.

(2) The amount of the annuity used to determine the amount credited to the DROP Account will be adjusted each January 1 following the DROP Effective Date for changes in the cost of living in accordance with the provisions of Section 4.02.

(3) As of the last day of each full calendar month that has elapsed since the DROP Effective Date, a Participant's DROP Account shall be credited with interest for such full calendar month at the rate of 3% per year, compounded annually. No interest shall be credited for any period less than a full calendar month.

(f) Amount of Retirement Benefit. Subject to the limitations contained in Section 415 of the Code, an eligible Participant who is subject to a valid and binding DROP Election shall be entitled to receive a monthly retirement income, beginning with the first day of the month coincident with or next following his or her DROP Retirement Date equal to:

(1) His or her Normal Retirement Pension, calculated in accordance with Section 4.02 as if the Participant had terminated employment with the Authority on the Participant's DROP Effective Date.

(2) Additional monthly retirement income that is the Actuarial Equivalent of the value of the Participant's DROP Account on the DROP Retirement Date.

(g) Form of Retirement Benefit. Following the DROP Retirement Date, the Participant's retirement benefit, as determined pursuant to Section 4.06(f), shall be payable in the form of monthly payments for the remainder of the Participant's life, unless an optional form of payment has been elected pursuant to Section 4.04.

A Participant may elect to have his or her benefits following the DROP Retirement Date paid in the form of a joint and survivor annuity or guaranteed period certain under Section 4.04 in accordance with the Plan's procedures for electing optional forms of benefits. The

election made by the Participant does not have to be the same as the election made with respect to the amount credited to his or her DROP Account under Section 4.06(e). A Participant may also elect to receive the value of his or her DROP Account (but not his or her Normal Retirement Pension) in the form of a single lump sum payment.

Upon the Participant's commencement of benefits, any election made by the Participant (including the designation of a Beneficiary under any option other than the guaranteed period option) shall be irrevocable.

The benefit payable to the Participant following his or her DROP Retirement Date shall be adjusted beginning as of January 1 of the year following the Participant's DROP Retirement Date for changes in the cost of living in accordance with the provisions of Section 4.02.

(h) Amount of Benefit Accruals and Cessation of Employee Contributions. Except as specifically provided in Section 4.06(i), a Participant who makes a DROP Election shall be treated as if he or she terminated employment as of the DROP Election Date.

(1) The Participant shall not be required to make any Employee contributions with respect to Compensation earned on or after the DROP Effective Date.

(2) Such Participant's Normal Retirement Pension shall be determined based only on years of Credited Service earned as of the DROP Effective Date and shall be determined under the provisions of this Plan in effect as of the DROP Effective Date.

(3) In determining Final Average Earnings, under this Plan, only Compensation with respect to employment as a Covered Employee prior to the DROP Effective Date shall be taken into account.

(4) The benefit accrued by the Participant subsequent to the DROP Effective Date shall consist solely of the amounts credited to the Participant's DROP Account under Section 4.06(e).

(i) Disability Benefits. On and after the DROP Effective Date, the Participant shall cease to be eligible for a Disability Retirement Pension under Article 5.

(j) Death Benefits. If a Participant who makes a DROP Election dies before the DROP Effective Date, the DROP Election shall be inoperative and the death benefits, if any, payable on account of the Participant's death shall be determined in accordance with the remaining provisions of the Plan.

If a Participant who makes a DROP Election dies after the DROP Effective Date but before his or her Normal Retirement Pension (following the DROP Retirement Date) the benefits payable upon the death of the Participant shall be determined as follows:

(1) The Participant's Beneficiary shall receive the amount of the Participant's DROP Account as a single lump sum.

(2) If the Participant elected to have the amount credited to his or her DROP Account determined in one of the optional forms permitted under Section 4.04, then the Participant shall be deemed to have reached his DROP Retirement Date on the day prior to the date of death and to have commenced payment of his or her Normal Retirement Pension according to the form that deferred benefit payments were being credited to the Participant's DROP Account under Section 4.06(e)(1).

If a Participant dies after commencement of his or her Normal Retirement Pension (following the DROP Retirement Date), the benefits, if any, to which the Participant's Beneficiary shall be entitled shall depend upon the form in which the Participant's benefits were payable at the time of his or her death, under the applicable form of benefit.

(k) Sunset. Absent mutual written agreement to the contrary, the provisions of this Section 4.06 shall terminate effective September 30, 2029 and shall be of no further force or effect after such date; provided, however, that notwithstanding the termination of this Section 4.06, the provisions of this Section 4.06 shall continue to apply to (and determine the benefits of) any eligible Participant whose DROP Effective Date occurred on or before September 1, 2029.

4.07 Required Notices to Participants.

(a) Notices Related to Plan Distributions. Effective for Plan Years beginning Years beginning on or after December 31, 2006, benefits under the Plan shall not be paid until at least 30 days (or shorter period as may be permitted by law) but not more than 180 days after a Participant's receipt of all required distribution notices and election forms pursuant to Section 402(f) of the Code. Such notices must include a description of the Participant's right (if any) to defer receipt of a distribution, the consequences of failing to defer receipt of the distribution, the relative value of optional forms of benefit, and such other information as may be required by applicable regulations and guidance.

(b) Paperless Communications. Notwithstanding anything contained herein to the contrary, the Administrator from time to time may establish uniform procedures whereby with respect to any or all instances herein where a writing is required, including but not limited to any required written notice, election, consent, authorization, instruction, direction, designation, request or claim, communication may be made by any other means designated by the Administrator, including by paperless (e.g., electronic) communication, and such alternative communication shall be deemed to constitute a writing to the extent permitted by applicable law, provided that such alternative communication is carried out in accordance with such procedures in effect at such time.

ARTICLE 5
DISABILITY RETIREMENT PENSION

5.01 When Payable. Disability Retirement Income benefits shall be granted to each Participant who becomes Disabled prior to his Normal Retirement Age; however, any Participant becoming partially disabled who shall remain in the police department in a position which he is capable of performing shall not receive a benefit from the Plan until he terminates employment. Participants granted Disability Retirement income benefits for partial disability shall be subject to recall to active service by the Board of Trustees when and if positions are available within the police department that they are capable of performing, in which case benefits shall cease.

A Normal Retirement Pension shall be granted to each Participant who after earning five (5) years of Continuous Service terminates his employment as a result of becoming disabled and who continues to be disabled until his Normal Retirement Age.

Upon receiving a Participant's written request for disability benefits and for purposes of Section 5.04, the Board of Trustees shall require such Participant to submit, from a physician of the Participant's choice, a written report of findings and recommendations. The Board shall then select a physician of its choice and require the Participant to submit to a medical examination. In the event there is no clear preponderance of medical evidence from the above two (2) physicians, a third physician will be selected by the original two (2) physicians, who will also examine the Participant and submit a written report of findings and recommendations.

A waiver of examinations, as required by this Section or Section 5.04, may be made by either the Board of Trustees or Participant for justifiable causes; but in no event shall any Participant be granted disability benefits without submitting to at least one (1) medical examination. Failure of any Participant to submit to medical examination as required by this Section or Section 5.04 may result in the denial, loss or reduction of the Participant's disability benefits.

5.02 Amount.

(a) The amount of the annual Disability Retirement Income benefit (payable monthly) for a Participant who has become disabled in the discharge of his official duties shall be:

(1) sixty percent (60%) of his annual Compensation at the participant's date of disability, adjusted each January 1st by the ratio of (1) the Consumer Price Index for the month of September of the latest year, to (2) the Consumer Price Index for the month of September one year earlier. This adjustment shall be limited to one and one-half percent (1 1/2%) annually, applied on a cumulative basis, less

(2) the amount of gross outside earnings which, when added to (a) above at any point in time, are in excess of the current rate of gross salary of someone in the same grade and step as the Participant was at his date of disability, less

(3) any periodic workers' compensation benefits payable (excluding attorney's fees incurred in pursuing the claim for Workers' Compensation benefits).

(b) The amount of the annual Disability Retirement Income benefit (payable monthly) for a Participant who has become disabled, but not as a result of activities in the performance of his official duties, shall be the amount determined in paragraph 1 of this section using fifty percent (50%) instead of sixty percent (60%).

(c) Upon obtaining Normal Retirement Age, the amount of the annual Normal Retirement Pension (payable monthly) shall be determined as:

(1) the Participant's Normal Retirement Pension based on his Final Average Earnings and completed years of Credited Service at date of disability, less

(A) any periodic workers' compensation benefits payable (excluding attorney's fees incurred in pursuing the claim for workers' compensation benefits), less

(B) in the case of an eligible Participant who retires or otherwise terminates employment after September 30, 1998 and before October 1, 2001, the amount resulting from the annual reduction of forty-five hundredths of one percent (0.45%) of Final Average Earnings times his years of Credited Service (subject to a maximum of 35 years). In the case of an eligible Participant who retires or otherwise terminates employment on or after October 1, 2001, the applicable reduction percentage shall be one-half of one percent (0.5%) of Final Average Earnings times his years of Credited Service. The applicable reduction factor, computed on an annual basis, shall apply for any month the benefit is paid following the Participant's sixty-sixth (66th) birthday.

The amount of the resulting benefit shall be increased to reflect all increases that would have applied, in accordance with Section 4.02, to a Normal Retirement Pension during the period from the date of disability to the date of benefit commencement subject to a maximum increase of six percent (6%) annually, and shall thereafter be subject to annual consumer Price Index adjustments as provided in Section 4.02.

Each Participant receiving Disability Retirement Income benefits shall file with the Board of Trustees, at least annually, by April 15th a statement of his earnings for the previous years on forms furnished by the Board, together with such supporting data as may be requested by the Board to establish a basis for determining earnings for operation of this section. The Board may from time to time adopt rules and regulations for defining earnings and further outlining procedures consistent with the purposes of this section. Failure of a Participant receiving Disability Retirement Income benefits to submit required information upon written request by the Board shall subject the Participant receiving Disability Retirement Income benefits to suspension of his Disability Retirement Income payments.

5.03 Period of Payment. For Participants who became Disabled in the discharge of official duties, monthly Disability Retirement Income benefits shall commence on the first day of the month following the conclusion of the period during which the Participant is entitled to receive the Supplemental Worker's Compensation benefit provided under Article 29 of the Collective Bargaining Agreement and any additional period during which the Participant uses accumulated sick leave. Monthly Disability Retirement Income benefits shall commence on the first day of the month following a ninety (90) day waiting period beginning on date of disability for Participants who became disabled for reasons other than the performance of official duties. Disability Retirement Income benefits shall cease on the first day of the month following upon the earlier of the Participant's recovery (in accordance with Section 5.04), or his Normal Retirement Age determined as if he had continued to earn credited Service until his Normal Retirement Age.

Any earned monthly Normal Retirement Pension benefits shall commence on the first of the month coincident with or next following the Normal Retirement Age of the disabled Participant and shall continue until the first of the month in which the Participant dies.

Any remaining difference between total benefits paid and the value of Accumulated Employee Contributions as of the date benefits commence shall be determined and paid as provided for in Section 4.04(d), subject to the limitations contained in Section 4.05.

5.04 Recovery. At least once each year during the first five (5) years following disability and at least once every three years thereafter, the Board of Trustees shall require such Participant to undergo medical examinations as outlined in Section 5.01. In the event that such Participant fails to submit to these medical examinations, benefits shall be discontinued until the Participant submits to the examinations; and should the refusal continue for one (1) year, all rights to disability benefits under this Article shall terminate.

The Board of Trustees may determine, upon receiving supporting medical data from any two (2) physicians, that a disabled Participant has sufficiently recovered to perform a part or all of the duties of a law enforcement officer, or to engage in other gainful employment in which he might reasonably expected to be engaged, in light of education, training or experience. To the extent that such Participant is partially disabled, or was partially or totally disabled but has recovered to some extent, and is unable to be medically certified to full-time active duty as a law enforcement officer, the Board of Trustees may determine the earnings potential of the Participant based upon the degree of disability then still existing and reduce the benefits payable in accordance with Section 5.02(a)(2). The determination of partial disability shall be based upon the medical record and the ability of the Participant to seek gainful employment in light of education, training, experience, retraining and rehabilitation.

In the event a Disabled Participant recovers from the disability so as to be medically certified to full-time active duty as a law enforcement officer prior to his Normal Retirement Age, such Participant shall be re-employed by the Authority as a law enforcement officer provided the participant meets all required law enforcement certification criteria.

In the event a Disabled Participant recovers from the disability so as to be medically certified to full-time active duty as a law enforcement officer prior to his Normal Retirement Age, and he is not reemployed by the Authority because he fails to meet all required law enforcement certification criteria, or because he refused to take the offered position, his Disability Retirement Income benefits under the Plan shall cease, he shall become ineligible to receive a Normal Retirement Pension benefit and his benefit from the Plan shall be determined as if he had terminated employment on the date of his disability. His period of disability shall not be considered for the purposes of determining Credited Service under the Plan.

In the event a Disabled Participant recovers from the disability prior to Normal Retirement Age, and is reemployed by the Authority, the provisions of Section 2.15 and 3.02 shall apply.

ARTICLE 6 EARLY RETIREMENT PENSION

6.01 When Payable. An Early Retirement Pension shall be granted to each Participant who retires prior to becoming eligible to receive a Normal Retirement Pension but on or after the date on which he has attained Age fifty (50) and has completed ten (10) years of Credited Service.

6.02 Amount. Unless an optional method of payment is elected, as described in Section 4.04, the annual Early Retirement Pension benefit payable in monthly installments to an eligible Participant shall equal:

(a) the Normal Retirement Pension to which the Participant would be entitled pursuant to Section 4.02 had he worked to his Normal Retirement Age, but based on his current Final Average Earnings as of retirement, multiplied by

(b) the ratio of his years of Credited Service at termination to the years of Credited Service he would have had upon attainment of his Normal Retirement Age, and multiplied by

(c) an early retirement reduction factor equal to one (1.00) minus four-tenths of one percent (0.4%) for each complete month by which the early retirement date precedes the Normal Retirement Date. In the case of an eligible Participant who retires or otherwise terminates employment on or after October 1, 2001, but before October 1, 2019, the applicable reduction percentage following the Participant's sixty-sixth (66th) birthday shall be one-half of one percent (0.5%) of Final Average Earnings times his total years of Credited Service.

In the case of an eligible Participant who retires or otherwise terminates employment on or after October 1, 2019, the applicable reduction percentage following the Participant's sixty-seventh (67th) birthday shall be one-quarter of one percent (0.25%) of Final Average Earnings times his total years of Credited Service.

The Early Retirement Pension benefit shall be adjusted each January 1st following retirement to the amount determined by multiplying the benefit payment that would otherwise have been paid on January 1st by the ratio of (1) the Consumer Price Index for the month of September of the latest year, to (2) the Consumer Price Index for the month of September one year earlier. As used in this Plan, the Consumer Price Index shall be defined as the Washington Metropolitan Area CPI-W Index. This adjustment shall be limited to six percent (6%) annually, applied on a cumulative basis.

6.03 Period of Payment. Monthly pension benefits shall commence on the first of the month coincident with or next following the Participant's retirement and shall continue until the first of the month in which the retired Participant dies, unless an optional method of payment has been elected, in which case the monthly pension benefits shall be continued as provided for under the option elected.

6.04 Optional Methods of Payment. Optional methods of payment may be elected in accordance with the provisions of Section 4.04, subject to the limitations contained in Section 4.05.

ARTICLE 7 VESTED PENSION

7.01 When Payable. A Vested Pension shall be granted to each Participant who terminates employment with ten (10) or more years of Credited Service and who is not eligible for any other pension under this Plan.

7.02 Amount. Unless an optional method of payment is elected, as described in Section 4.04, the annual Vested Pension payable in monthly installments to an eligible Participant shall equal:

(a) the Normal Retirement Pension to which the Participant would be entitled had he worked to his Normal Retirement Age, but based on his current Final Average Earnings, multiplied by

(b) the ratio of his years of Credited Service at termination to the years of Credited Service he would have had upon attainment of his Normal Retirement Age. When a Participant receiving a Vested Pension who retired or otherwise terminated employment after September 30, 1998 and before October 1, 2001 attains age 66, the amount of that Vested Pension shall be recalculated as follows: the annual benefit amount payable under this Article shall be reduced by forty-five hundredths of one (1) percent (0.45%) of the Participant's Final Average Earnings multiplied by his total years of credited service (subject to a maximum of 35 years). In the case of a Participant receiving a Vested Pension who retired or otherwise terminated employment on or after October 1, 2001 but before October 1, 2019, the applicable reduction percentage following the Participant's sixty-sixth (66th) birthday shall be one-half of one percent (0.5%) of Final Average Earnings times his total years of Credited Service (subject to a maximum of 35 years). For a Participant who retired or otherwise terminated employment on or after October 1,

2019 the applicable reduction percentage following the Participant's sixty-seventh (67th) birthday shall be one-quarter of one percent (0.25%) of Final Average Earnings times his total years of Credited Service (subject to a maximum of 35 years). The Vested Pension shall be adjusted each January 1st following benefit commencement to the amount determined by multiplying the benefit payment that would otherwise have been paid on January 1st by the ratio of (1) the Consumer Price Index for the month of September of the latest year, to (2) the Consumer Price Index for the month of September one year earlier. As used in this Plan, the Consumer Price Index shall be defined as the Washington Metropolitan Area CPI-W Index. This adjustment shall be limited to six percent (6%) annually, applied on a cumulative basis.

7.03 Period of Payment. Monthly Vested Pension benefits shall commence on the first of the month coincident with or next following the sixty-fifth (65th) birthday of the Participant and shall continue until the first of the month in which the Participant dies, unless an optional method of payment has been elected, in which case the monthly pension benefits shall be continued as provided under the option elected.

7.04 Optional Methods of Payment. Optional methods of payment may be elected in accordance with the provisions of Section 4.04, subject to the limitations contained in Section 4.05.

ARTICLE 8 DEPENDENT PENSION

8.01 When Payable.

(a) Spouse. If a Participant dies before attaining his Actual Retirement Date, while an Employee of the Authority, the Spouse of the deceased Participant shall be entitled to a Dependent Pension, commencing on the first of the month following such Participant's date of death.

(b) Children. The benefit amount shall be paid to all Children of the Participant who are, on the date the benefit is paid (1) under age eighteen (18), (2) full-time students at least age eighteen (18), but under age twenty-three (23), or (3) currently and have continuously been incapable of self-support for medically determinable reasons, since the date of the Participant's death.

8.02 Amount. The amount of the Dependent Pension shall be \$1,500 monthly to the surviving Spouse and \$1,000 monthly for each dependent Child up to a maximum monthly benefit of \$4,500. The benefit amount shall not be subject to adjustment for changes in the Consumer Price Index.

8.03 Period of Payment. Monthly pension benefits payable to the Spouse and dependent Children shall commence as of the first of the month following the Participant's date of death and continue until the first of the month in which the Participant's Spouse dies or remarries. Monthly pension benefits payable to the Children shall commence on the first of the month following the death of the Participant and shall continue until the

attainment of age eighteen (18) or twenty-three (23) if a full-time student or until the Child marries or becomes self-supporting. After all pension benefits payable under this Article have been paid, any remaining difference between the Accumulated Employee Contributions and the total benefits paid shall be determined and paid as provided for in Section 4.04(d).

8.04 Notwithstanding anything contained herein to the contrary, all distributions made pursuant to the terms of this Section and/or Plan shall comply with the requirements of Section 401(a)(9) of the Internal Revenue Code (and accompanying Treasury Regulations), which requirements are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.

ARTICLE 9 OTHER TERMINATION

9.01 Termination Benefit. If a Participant ceases to work for the Authority at any time and for any reason prior to the date on which such Participant has met the age, service, and other requirements essential for a Normal Retirement Pension, a Disability Retirement Pension, an early Retirement Pension, a Vested Pension, or a Dependent Pension, such Participant (or such Participant's beneficiary) shall be eligible to receive the Participant's Accumulated Employee Contributions. If a Participant (or his dependent eligible for Dependent Pension) is eligible for a Normal Retirement Pension, a Disability Retirement Pension, an Early Retirement Pension, a Vested Pension, or a Dependent Pension payable under this Plan at the time that the Participant ceases to work for the Authority, that Participant or, for a Dependent Pension, the Participant's dependent eligible for Dependent Pension, must irrevocably waive any entitlement to that Pension in order to receive the Participant's Accumulated Employee Contributions.

ARTICLE 10 LIMITATIONS ON BENEFITS

10.01 Maximum Benefit and Contributions

(a) Notwithstanding any Plan provisions to the contrary, effective for Limitation Years beginning on or after January 1, 2008, to the extent necessary to prevent disqualification under Section 415 of the Internal Revenue Code, and subject to the remainder of this Article 10, the maximum monthly benefit to which any Participant may be entitled in any Limitation Year with respect to his Accrued Benefit pursuant to Sections 4.02, 5.02, 6.02 or 7.02 (hereafter referred to as the "maximum benefit") shall not exceed the defined benefit dollar limit (adjusted as provided in Section 10.02), which limit shall be determined in accordance with the following:

(1) The defined benefit dollar limit shall be \$13,333, as adjusted for the Limitation Year under Section 415(d) of the Internal Revenue Code.

(2) The defined benefit dollar limit as set forth above is the monthly amount payable in the form of a straight life annuity, beginning no earlier than age 62

(except as provided in Section 10.02(b)(l)) and no later than age 65. In the case of a monthly amount payable in a form other than a straight life annuity, or beginning before age 62 or after age 65, the adjustments in Section 10.02 shall apply.

(b) The dollar limits in this Section 10.01 shall be adjusted, effective January 1 of each year, under Section 415(d) of the Internal Revenue Code in such manner as the Secretary shall prescribe. A limit as adjusted under Section 415(d) of the Internal Revenue Code shall apply to Limitation Years ending with or within the calendar year for which the adjustment applies but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. To the extent that the monthly benefit payable to a Participant who has terminated employment is limited by the application of this Section 10.01, such limit shall be adjusted to reflect any subsequent adjustments made in accordance with Section 415(d) of the Internal Revenue Code, but the adjusted limit shall apply only to benefits payable on or after January 1 of the calendar year for which the adjustment applies.

10.02 Actuarial Adjustments Relating to Defined Benefit Dollar Limit

(a) Adjustment for Benefit Payable in Form Other than Straight Life Annuity

(1) If a monthly benefit is payable in a form other than a straight life annuity, before applying the defined benefit dollar limit, the benefit shall be adjusted, in the manner described in Section 10.02(a)(2) or (3), to the actuarially equivalent straight life annuity that begins at the same time. No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving Spouse under a qualified joint and survivor annuity (as defined for purposes of Section 415 of the Internal Revenue Code) to the extent such benefits would not be payable if the Participant's benefit were paid in another form, (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits), or (c) in the case of a form of benefit not subject to Section 417(e)(3) of the Internal Revenue Code, the inclusion of a feature under which a benefit increases automatically to the extent permitted to reflect cost of living adjustments and the increase, if any, in the defined benefit dollar limit under Section 415(d) of the Internal Revenue Code.

(2) If the benefit of a Participant is paid in a form not subject to Section 417(e) of the Internal Revenue Code, the actuarially equivalent straight life annuity (without regard to cost-of-living adjustments described in Section 10.01) is equal to the greater of (a) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same time, or (b) the annual amount of the straight life annuity commencing at the same time that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate and the applicable mortality designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code.

(3) If the benefit of a Participant is paid in a form subject to Section 417(e) of the Internal Revenue Code, the actuarially equivalent straight life annuity is equal to the greatest of: (a) the annual amount of the straight life annuity commencing at the Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form, (b) the annual amount of the straight life annuity commencing at the time that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5% interest rate assumption and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code, or (c) the annual amount of the straight life annuity commencing at the same time that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code, divided by 1.05.

For purposes of this Section 10.02, whether a form of benefit is subject to Section 417(e) of the Internal Revenue Code is determined without regard to the status of the Plan as a governmental plan as described in Section 414(d) of the Internal Revenue Code.

(b) Adjustment for Benefit Commencement before Age 62 or after Age 65

(1) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limit applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the Actuarial Equivalent of the defined benefit dollar limit applicable to the Participant at age 62 (adjusted for participation of fewer than 10 years, if applicable) computed using a 5% interest rate and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code. However, if the Plan provides an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limit is the lesser of: (1) the limitation determined under the immediately preceding sentence, or (2) the defined benefit dollar limit (adjusted for participation of fewer than 10 years, if applicable) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the age of benefit commencement to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Section. The adjustment in this Section 10.02(b)(1) shall not apply to a Participant who has been credited with at least 15 years of continuous service as a full-time Employee. In addition, the adjustment in this Section 10.02(b)(1) shall not apply as a result of benefits paid on account of Disability under Article 5 or death.

(2) If the benefit of a Participant begins after age 65, the defined benefit dollar limit applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limit applicable at age 65 (adjusted for participation of fewer

than 10 years, if applicable) computed using a 5% interest rate assumption and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code. However, if the Plan provides an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limit is the lesser of (1) the limitation determined under the immediately preceding sentence, or (2) the defined benefit dollar limit (adjusted for participation of less than 10 years, if applicable) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the age of benefit commencement to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Section. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the age of Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including any actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical participant who is age 65 and has the same accrued benefit as the Participant.

(3) For purposes of this Section 10.02(b), no adjustment shall be made to the defined benefit dollar limit to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity (as defined for purposes of Section 415 of the Internal Revenue Code) upon the Participant's death.

10.03 Reduced Dollar Limit

If the Participant has fewer than 10 years of participation in the Plan (as determined under Section 415 of the Internal Revenue Code and the Treasury regulations thereunder), the defined benefit dollar limit shall be multiplied by a fraction, the numerator of which is the number of years (or part thereof) of participation in the Plan and the denominator of which is 10. For this purpose, a Participant who makes a valid DROP Election shall continue to accrue years of participation until his or her DROP Retirement Date. The adjustment in this Section 10.03 shall not apply to benefits paid on account of Disability under Article 5 or as a result of the death of the Participant.

10.04 Other Reductions in Maximum Benefit and Contributions

In addition to the foregoing, the maximum benefit and contributions shall be reduced to the extent necessary to prevent disqualification of the Plan under Section 415 of the Internal Revenue Code, with respect to any Participant who is also a participant in:

(a) Any other tax qualified retirement plan maintained by the Authority, including a defined benefit plan in which an individual medical benefit account (as described in Section 415(1) of the Internal Revenue Code) has been established for the Participant;

(b) Any welfare plan maintained by the Authority in which a separate account (as described in Section 419A(d) of the Internal Revenue Code) has been established to provide post-retirement medical benefits for the Participant; and/or

(c) Any retirement or welfare plan, as aforesaid, maintained by an affiliated or predecessor employer, as described in Treasury regulations under Section 415 of the Internal Revenue Code, or otherwise required to be taken into account under such Treasury regulations.

10.05 Miscellaneous

(a) Multiple Annuity Starting Dates. If a Participant has distributions commencing at more than one Annuity Starting Date (determined in accordance with Section 415 of the Internal Revenue Code and the Treasury regulations thereunder), the benefits payable as of each such Annuity Starting Date shall satisfy the limitations of this Article 10 as of each such date, actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates.

(b) Grandfathered Benefits. The application of the provisions of this Section shall not cause the maximum permissible benefit for any Participant to be less than the Participant's Accrued Benefit under this Plan as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of this Plan that were both adopted and in effect before April 5, 2007 and that satisfied the limitations under Section 415 of the Internal Revenue Code as in effect as of the end of the last Limitation Year beginning before July 1, 2007.

(c) Incorporation of 415 Limits. To the extent that a Participant's benefit is subject to a provision of Section 415 of the Internal Revenue Code that has not been set forth in the Plan, such provision is hereby incorporated by reference into the Plan and shall be deemed to be part of the Plan.

ARTICLE 11 QUALIFIED MILITARY SERVICE

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

ARTICLE 12
REPAYMENT OF ACCUMULATED EMPLOYEE CONTRIBUTION
UPON REHIRE AND TRANSFER
TO A POSITION NOT COVERED BY THIS PLAN

12.01 Transfer To A Position Not Covered By This Plan. In the event that a Participant of this Plan transfers to a position within the Authority and not covered by this Plan, the Employee's participation under this Plan shall cease as of such transfer date. In the event, the Employee will be entitled to a benefit under this Plan based upon Credited Service and Final Average Earnings as of the date of transfer; provided, however, that for purpose of determining eligibility for benefits under this Plan, all Continuous Service with the Authority shall be considered. In the event that an Employee transfers to a position within the Authority and not covered by this Plan and returns to coverage under this Plan within one year of first transferring, he will be considered for all purposes to never have left this Plan and will be credited with Credited Service for the period of employment covered by the other Plan.

12.02 Repayment of Accumulated Employee Contribution Upon Rehire. If a Participant who has received a refund of his Accumulated Employee Contribution is rehired in a position covered by this Plan, notwithstanding a waiver of pension benefits as provided in Article 9.01 herein, the Participant may repay his Accumulated Employee Contribution that was withdrawn plus interest at the rate of eight percent (8%) per year compounded annually from the date of receipt of the refund through the date that the repayment, including interest was completed.

Upon such repayment, the Participant's prior service covered by the refunded Accumulated Employee Contribution shall be considered Credited Service and Continuous Service.

To be eligible to repay this Accumulated Employee Contribution, the rehired Participant must be an employee within the meaning of Article 2.23 for three years following rehire and must be able to perform the duties of a transit police officer or be disabled in the discharge of his official duties. The Participant shall be granted a sixty (60) day period commencing three years following rehire during which he must notify the Authority of his election to repay the Accumulated Employee Contribution and the specified interest thereon.

Any current employee who previously received a refund of his Accumulated Employee Contribution and who was rehired as an employee prior to July 1, 1997 shall be granted a one-time opportunity to elect to repay his Accumulated Employee Contribution that was withdrawn plus interest at the rate of eight percent (8%) per year compounded annually from the date of receipt of the refund through the date of repayment. For such employees, the Board of Trustees shall establish a sixty-day (60) time period in which the election must be made.

A Participant repaying his Accumulated Employee Contribution under this Article may elect to pay the amount due the Plan in a lump sum at the time of election or in equal payroll deductions over two (2) years, or a minimum ten percent (10%) lump sum and the remainder in payroll deduction. The period of repayment shall not extend beyond the Participant's actual Retirement Date.

In the event of death, retirement or other termination of employment, Credited Service shall include only that portion of the Prior Service, which at the time of termination had been paid for by the Participant. The amount of Prior Service to be included shall equal the amount of service purchased reduced by the ratio of total amount of principal paid to the original amount of principal due.

Where a Participant chooses to repay his Accumulated Employee Contribution with the Plan specified interest solely through payroll deduction and files an irrevocable election to that effect, his contributions will be treated as Employer contributions in the same manner as his current contributions under Plan Section 3.02 are treated as Employer contributions. The repayment of Accumulated Employee Contributions and interest through either a lump sum payment or a partial lump sum payment and partial payroll deduction will be treated only as Employee contributions for all purposes and will not be treated as Employer contributions for income tax purposes under 414(h)(2) of the Internal Revenue Code section.

ARTICLE 13 ELIGIBLE ROLLOVER DISTRIBUTION PRIVILEGES

13.01 Right To Trustee-To-Trustee Transfer Of Eligible Rollover Distributions. For all Eligible Rollover Distributions (as defined in Plan Sec. 13.02(c)) occurring after December 31, 1992, a Distribute (as defined in Plan Sec. 13.02(a)) may elect, at the time and in the manner prescribed by the Plan Trustees, to have any portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan (as defined in Plan Sec. 13.02(b)) specified by the Distribute in a direct Plan to receiving Eligible Retirement Plan payment.

13.02 Definitions: The following definitions shall be used in the construction of this Article.

(a) "Distributee" shall include a Participant or former Participant, and the Participant's or former Participant's surviving spouse.

(b) "Eligible Retirement Plan" shall mean: an individual retirement account as described in Internal Revenue Code Sec. 408(a), an individual retirement annuity as described in Internal Revenue Code Sec. 408(a), or a defined contribution plan qualified under Internal Revenue Code Sec. 401(a) that has elected to accept Eligible Rollover Distributions. For purposes of an Eligible Rollover Distribution to a surviving spouse, the previous sentence is inapplicable. Instead, an Eligible Retirement Plan shall mean either an individual retirement account as described in Internal Revenue Code Sec. 408(a) or an individual retirement annuity as described in Internal Revenue Code Sec. 408(b).

(1) An individual retirement account described in Section 408(a) of the Internal Revenue Code, including a Roth IRA described in Section 408A of the Internal Revenue Code;

(2) An individual retirement annuity described in Section 408(b) of the Internal Revenue Code, including a Roth IRA described in Section 408A of the Internal Revenue Code;

(3) A qualified trust described in Section 401(a) of the Internal Revenue Code or an annuity plan described in Section 403(a) of the Internal Revenue Code, that accepts the Distributee's eligible rollover distribution;

(4) An annuity contract described in Section 403(b) of the Internal Revenue Code that accepts the Distributee's eligible rollover distribution; and

(5) An eligible plan described in Section 457(b) of the Internal Revenue Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, that accepts the Distributee's eligible rollover distribution and agrees to account separately for amounts transferred into such plan from this Plan.

(c) "Eligible Rollover Distribution" shall mean any distribution of all or any part of the balance to the credit of the Distributee except for distributions (or any portion of distributions) which are (1) a series of substantially equal periodic payments made no less frequently than annually for either the life (or life expectancy) of the Participant or the joint lives (or life expectancies) of the Participant and his/her spouse or other designated beneficiary; (2) a series of substantially equal periodic payments made no less frequently than annually for specific period of time lasting ten or more years; (3) required under the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code or any successor statute; or (4) not included in the Distributee's gross income. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. Any hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Internal Revenue Code shall not be eligible for rollover. Any nontaxable distribution or portion thereof from a qualified plan may be directly rolled over tax-free to another qualified plan or a plan or annuity contract described in Section 403(b) of the Internal Revenue Code, if separate accounting and other requirements are met pursuant to Section 402(c)(2)(A) of the Internal Revenue Code.

(d) Nonspouse Beneficiary. A nonspouse beneficiary of a deceased Participant is also a distributee for the purposes of this Article 13, provided, however, in the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity under Section 408 of the Internal Revenue Code that is established on behalf of the nonspouse beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Internal Revenue Code. The determination of the extent to which a distribution to a nonspouse beneficiary is required

under Section 401(a)(9) of the Internal Revenue Code shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007-5 I.R.B. 395.

ARTICLE 14
MODIFICATION, AMENDMENT AND DISCONTINUANCE OF THE PLAN

14.01 Power To Modify, Amend Or Discontinue Plan Reserved. The provisions of this Plan may be modified or amended, or the Plan may be terminated subject to the terms and conditions of the collective bargaining agreements and any applicable law or regulation. Any modifications or amendments required for qualification of the Plan under the Internal Revenue Code may be made by written resolution of the Board of Trustees. These rights are subject to the condition that no part of the assets of the Plan shall, by reason of any modification, amendment or termination, be used for or diverted to purposes other than for the exclusive benefit of Participants, retired Participants and their beneficiaries under the Plan, unless and until all liabilities of the Plan have been satisfied, in which case any remaining assets may revert to the Authority.

By written resolution, the Board of Trustees may recommend changes in the language of this Plan that are not required as a condition of qualification under the Internal Revenue Code to the appropriate representatives of the Union and the Authority for their consideration. The recommended changes shall not be effective until both the Union and the Authority have agreed to those changes in writing.

14.02 Distribution Upon Termination Of The Plan. If the plan is terminated at any time or there is a complete discontinuance of contributions to the Plan, the rights of all Participants to the benefits accrued to the date of termination or discontinuance, to the extent then funded, shall be fully vested and non-forfeitable. All participants shall be entitled to the value of their Accumulated Employee Contributions. The funds then held by the Trustees in excess of the value of Accumulated Employee Contributions shall be allocated and applied by the Trustees in amounts which, when added to the value of Accumulated Employee Contributions, will provide the benefits contemplated by the Plan in the following order of priority:

(a) First, to provide for the continued payment of retirement benefits to all retired or former Participants and their beneficiaries who as of the date of termination or discontinuance were receiving benefits under this Plan. Any reduction in the retirement benefits within the group necessitated by any insufficiency of assets at or after the date of termination or discontinuance of the Plan shall be shared proportionately on the basis of similar annuity values, taking into consideration the contingent benefits attributable to the benefit being paid.

(b) Second, if any such assets remain after complete allocation 35 for the purposes of (a) above, to provide retirement pensions computed under Article 4 to all Participants and former Participants who, at the date of termination or discontinuance of the Plan, have reached their Normal Retirement Date and have not as yet received retirement benefits under this Plan. The amount, if any, to be allocated for this purpose

shall be based on immediate annuity values applicable to the Participant and such other contingent annuitants that may receive benefits attributable to the Participant, and shall be subject to any reduction necessitated by any insufficiency of assets as in (a) above.

(c) Third, if any such assets remain after complete allocation for the purposes of (a) and (b) above, to provide Early Retirement Pensions computed under Article 6 to Participants who, at the date of termination or discontinuance of the Plan, have satisfied the conditions of Section 6.01. The amount, if any to be allocated shall be based on immediate annuity values, as in (b) above, and shall be subject to reduction for insufficiency of assets as in (a) and (b) above.

(d) Fourth, if any such assets remain after complete allocation for the purposes of (a), (b), and (c) above, to provide vested Pensions computed under Article 7 to Participants and former Participants, who would be or who previously have become eligible to receive a Vested Pension but who have not yet received retirement benefits under the Plan and to Disabled Participants in accordance with Article 5 who have not yet received retirement benefits under this Plan. The amounts, if any, to be allocated shall be based on deferred life annuity values and shall be subject to reduction for insufficiency of assets in (a), (b), and (c) above.

(e) Fifth, if any such assets remain after complete allocation for the purposes of (a), (b), (c), and (d) above, to provide accrued pensions computed under Article 7 for all other Participants in the Plan as of the date of termination or discontinuance. The amount, if any, to be allocated for this purpose shall be determined as in (d) above.

Any funds that may remain after having provided in full for the benefits of all persons in the groups identified above shall be deemed an amount due to erroneous actuarial computation and shall be returned to the Authority.

The distribution of benefits in accordance with this Section 14.02 may be carried out through the continuance of the existing Trust, the retention and/or purchase of insurance of annuity contract, the creation of a new trust or trusts, or by payment of cash, or by any combination of the foregoing, as the Board of Trustees shall determine.

14.03 Effect Of Merger Or Consolidation. In the event that the Authority is merged into or consolidated with, or substantially all of the assets of the Authority are transferred to, another agency (hereinafter called the "successor"), with the result that Employees of the Authority covered by the Plan become employees of the successor and the successor undertakes to assume all of the rights and obligations of the Authority under this Plan, then such action shall not constitute a discontinuance or termination of the Plan, and the Plan shall continue in effect for the Participants in accordance with its terms. If the Plan is assumed by a successor, the Credited Service or Continuous Service of any Participant who is continued in the employ of such successor shall not be deemed to have been terminated or interrupted for any purpose under the Plan as a result of such merger, consolidation or purchase of substantially all of the assets of the Authority. The assumption of the Plan by the successor may be evidenced by the terms of the agreement

of merger, consolidation or purchase or may be evidenced by resolution of the governing body of the successor adopted within ninety (90) days after the date of the transaction.

14.04 Diversion Of Assets. No part of the assets accumulated for the Plan under the Trust shall be used directly or indirectly for any purpose other than the exclusive benefit of Participants under the Plan as it is established, or as the Plan may be changed by modification, amendment or termination, prior to the satisfaction of all liabilities under the Plan.

14.05 Applicable Law. Nothing contained in either the Plan documents or the Trust Agreement is intended to violate the express provisions of, or exceed the powers vested in WMATA by, Pub. L. 89-774, November 6, 1966, 80 Stat. 1324; Pub. L. 92-349, July 13, 1972, 86 Stat. 466; Pub. L. 92-517, October 21, 1972, 86 Stat. 999, and Pub. L. 94-306, June 4, 1976, the consent legislation of the District of Columbia, State of Maryland, and Commonwealth of Virginia, and any future amendment to any of the above statutes (hereinafter known collectively as the WMATA Compact). In the event of a conflict or inconsistency between the WMATA Compact and any other State or Federal statute or common law, or this Plan or Trust Agreement, it is the intent of the Union and WMATA that the WMATA Compact govern.

ARTICLE 15 ADMINISTRATION OF THE PLAN

15.01 The Trust And Board Of Trustees. The Authority and the Union have entered into an Agreement with the Board of Trustees for the establishment of the trust including provisions with respect to the power and authority of the Trustees, limitations on the liability of the Trustees, and that, with respect to any payments to or for the benefit of any Participant or beneficiary under this Plan, the Trustees shall make said payments in accordance with the terms of the Agreement. The Agreement shall be deemed to form a part of this Plan, and any and all rights or benefits, which may accrue to any person under this Plan, shall be subject to the terms and provisions of the Agreement.

15.02 Investment Of Contributions. The contributions made shall be invested through the trust fund established by the Agreement and in accordance with the provisions of the Agreement of which this Plan is a part. The Agreement covers the detailed provisions with respect to the responsibility of the Trustees for the investment of the funds received.

15.03 Delegation Of Authority. The Board of Trustees shall be designated as "Plan Sponsor" and "Plan Administrator." The Authority shall maintain, or cause to be maintained, records on the employment and compensation history of each Participant in sufficient detail to permit an accurate determination of any benefits to which the Participant may be entitled under the Plan. The Board of Trustees shall direct their duties with respect to the Plan solely in the interest of the Plan's Participants and beneficiaries for the exclusive purpose of providing benefits to the Plan's Participants and beneficiaries and defraying reasonable expenses of administering the Plan.

15.04 Conduct of Board of Trustees Business. The Board of Trustees shall conduct its business and hold meetings as determined by it from time to time. A majority of the Trustees shall have the power to act, and the concurrence of any member may be by telephone, telegram or letter. The Board of Trustees may delegate any one of its members to carry out specific duties and to sign appropriate forms and authorizations. In carrying out its duties, the Board of Trustees may, from time to time, employ an administrative organization and agents and may delegate to them ministerial and limited discretionary duties as it sees fit, and may consult with counsel, who may be of counsel to the Authority.

15.05 Board of Trustees Officers, Committees and Agents. The Board of Trustees shall elect from its members a Chairman and a Secretary and shall appoint such committees as it shall deem necessary and appropriate, and may authorize one or more of its number or any agent to execute or deliver any instrument on its behalf and do any and all other things necessary and proper in the administration of the Plan.

15.06 Expenses Of The Board Of Trustees And Plan Costs. The expenses of administering the Plan, including the printing of literature and forms related thereto, the disbursement of benefits thereunder; the compensation of administrative organizations, agents, actuary, counsel, or Trustees shall be paid by the Trustees from the Trust Fund.

15.07 Records Of The Board Of Trustees. The Board of Trustees shall keep a record of all its proceedings, which shall be open to inspection by the Authority and the Union.

15.08 Board of Trustee's Right To Administer And Interpret The Plan. The Board of Trustees shall have the power and authority to administer and interpret the Plan and to adopt such rules and regulations as in the opinion of the Board of Trustees are necessary or advisable to implement, administer and interpret the Plan, or to transact its business. Such rules and regulations as are adopted by the Trustees, shall be binding upon any persons having an interest in or under the Plan.

15.09 Claims Procedure. The Trustees shall establish the procedure for the submission, processing and disposition of claims for benefits and requests for interpretations of the Plan submitted by Employees.

15.10 Jurisdiction. Jurisdiction and venue of all litigation against this Plan, Trustees or the Trust Agreement shall be exclusively in the United States District Court for the District of Columbia. The Plan and Trust Agreement shall be construed, administered and enforced pursuant to statutes and common law of the District of Columbia, except as otherwise provided herein. The Union and the Authority agree that ERISA is inapplicable to this Plan and Trust Agreement.

15.11 No Waiver Of Rights Or Limitations. The naming of Trustees to this Plan and Trust Agreement by WMATA shall not be construed as a waiver of any rights granted or limitations imposed on WMATA by the WMATA Compact.

15.12 Trustee Power To Recover Overpayment Of Benefits. The Board of Trustees shall have the power to recover overpaid benefits from any Participant, Participant's estate, or beneficiary receiving benefits on the Participant's earnings and service credit, by whatever way the Board of Trustees deems appropriate. Both WMATA and the Union expressly agree that all legal means may be used to recover overpayments, including but not limited to withholding the amount of the overpayment from succeeding benefit payments, making payment plan arrangement with the recipient of the overpayment, and filing suit.

ARTICLE 16 GENERAL PROVISIONS

16.01 Right To Employment. Nothing contained in the Plan or the establishment of the Trust hereunder or any modification thereof, or the creation of any fund or account for the payment of any benefit shall be construed to give any Employee, Participant or beneficiary any right to employment or continued employment with the Authority or any legal or equitable rights against the Authority, any member of the Board of Directors, officer, agent or employee of the Authority, against the Union, or any officer or agent of the Union, or against the Trustees or their agents or employees, except as herein provided.

16.02 Incapacity. In the event that any retired Participant is unable to care for his affairs because of illness or accident, any payment due (unless a duly qualified guardian or other legal representative has been appointed) may be paid to the Participant's Spouse, parent, brother, sister or other person deemed by the Trustees to have incurred expenses for the care of such retired Participant.

16.03 Reports To Participants. Each Participant will be notified on an annual basis of the total amount of his Accumulated Employee Contributions. The form and manner of notification will be adopted by the Trustees.

16.04 Assignment And Loan. No employee shall have the right to assign, transfer, encumber or otherwise subject to lien any of the benefits provided under this Plan. The right of any Participant, Employee or beneficiary to any benefit or to any payment hereunder or to any separate account shall not be subject to alienation, transfer, assignment or encumbrance or otherwise subject to lien, and no loans shall be made under the Plan on the basis of any account held on behalf of a Participant or former Participant.

16.05 Settlement Of Small Pensions. In the event that the pension provided for any Participant of the Plan is less than \$20 a month, the Trustees may, but shall not be required to, cause such pension to be satisfied by the payment to the Participant entitled thereto of a pension of Actuarial Equivalent value in quarterly, semi-annual or annual installments or in a lump sum which the Trustees determine to be the Actuarial Equivalent of the pension to which the Participant is entitled.

16.06 Forfeitures. Forfeitures, if any, must not be applied to increase the pension benefits any Participant would otherwise receive under the Plan.

16.07 Gender And Pronoun. The masculine pronoun, wherever used, shall include the feminine pronoun, and the singular number shall include the plural number, unless the context of the Plan requires otherwise.

16.08 Liability. No liability shall attach to or be incurred by the Authority, any member of the Board of Directors, officer, agent or employee of the Authority, the Union, any officer or agent or agent of the Union, the Trustees or their agents or employees by reason of the terms, conditions or agreements contained in this Plan or in the Agreement executed in connection herewith. The Authority, any member of the Board of Directors, officer, agent or employee of the Authority, the Union, any officer or agent of the Union, and the Trustees or their agents or employees shall be entitled to rely upon any and all certificates and reports or opinions given by any duly appointed accountant, actuary, investment advisor or legal counsel (who may be counsel for the Authority), and shall be fully protected against any action taken in good faith in reliance upon such tables, valuations, certificates, reports or opinions.

16.09 Tax Qualification. This Plan has been adopted and is based upon the condition precedent that the Plan be initially qualified by the Internal Revenue Service as meeting the requirements of the Internal Revenue Code and regulations issued thereunder with respect to qualified pension plans, so as to exempt the Trust established as a part of the Plan from tax on its income. Notwithstanding any other provisions of the Plan, if the Commissioner of Internal Revenue or his delegate determines that the Plan or the amended Plan as it may be amended by the Board of Trustees in an effort to receive such approval, does not initially qualify under the applicable provisions of the Internal Revenue Code, the Board of Trustees will make such changes as required to so qualify the Plan.

16.10 Employee Choice of Benefits. Where a Participant shall be eligible to receive more than one benefit under this Plan at the same time that Participant shall make an irrevocable election as to which of the benefits he chooses to receive. No Participant shall receive more than one benefit under this Plan at the same time. However, nothing in this section shall be construed to deny any Participant the right to receive a dependent pension at the same time as the Participant receives a benefit based on his/her own earnings and service.

ARTICLE 17 PLAN EXECUTION

17.01 Number Of Counterparts. The Plan may be executed in any number of counterparts, each of which when duly executed by the Authority shall be deemed to be an original, but all of which shall together constitute but one instrument which may be evidenced by any counterpart.

17.02 Section Headings. All section headings used throughout this Plan are for the purposes of identification only and are not to be used in construing this instrument.

ARTICLE 18 HEART AMENDMENTS

18.01 Effective Date of Article XI. This Article is intended to reflect certain provisions of the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART") and to demonstrate good faith compliance with the provisions of HEART. The provisions of this Article 18 shall be construed in accordance with HEART, and guidance issued thereunder, and shall supersede any provisions of this Plan to the extent those provisions are inconsistent with the provisions hereof. This Article 18 shall be effective as of January 1, 2009 (except to the extent that another date is explicitly provided herein or is required by applicable law).

18.02 Definitions. For purposes of this Article 18, the following definitions shall apply:

(a) "Differential Wage Payment" shall mean any payment that, under the policies that may be established from time to time by the Employer, is made by the Employer to an individual with respect to any period during which the individual is performing service in the Uniformed Services while on active duty for a period of more than 30 days, and which represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer, all within the meaning of Section 3401(h)(2) of the Code.

(b) "Qualified Military Service" shall mean any military service in the Uniformed Services by an individual, if such individual is entitled to reemployment rights with respect to such military service, all within the meaning of Section 414(u)(5) of the Code.

(c) "Uniformed Services" shall mean the uniformed services as defined in Chapter 43 of Title 38 of the United States Code.

18.03 Treatment of Differential Wage Payments. The following provisions shall apply to Differential Wage Payments that may be paid by the Employer.

(a) Employee Status. To the extent that an individual receives a Differential Wage Payment, such individual will be treated as an Employee of the Employer making such payment. Notwithstanding the foregoing, for purposes of Section 401(k) (2) (B) (i) (I) of the Code, a Participant will be treated as having terminated employment during any period he or she is performing service in the Uniformed Services.

(b) Treatment as Compensation. In the event that an individual receives Differential Wage Payments under the policies that may be established from time to time by the Employer, such Differential Wage Payments will be treated as compensation for purposes of 415, as applicable, to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for

the Employer rather than entering Qualified Military Service. Further, the Plan will not be treated as failing to meet the requirements of any provision described in Section 414(u)(1)(C) of the Code by reason of any contribution or benefit that is based on such Differential Wage Payments, but only if all Employees of the Employer performing service in the Uniformed Services are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, are eligible to make contributions based on such Differential Wage Payments on reasonably equivalent terms.

18.04 Death Benefits. If an individual dies on or after January 1, 2007, while performing Qualified Military Service, the Participant's beneficiaries are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if such Participant resumed and then terminated employment on account of death."

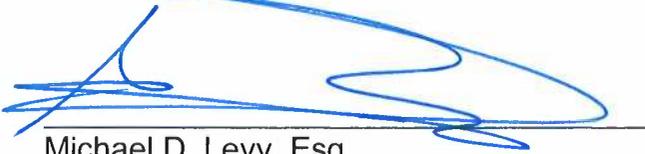
IN WITNESS WHEREOF, this document has been executed this ____ day of _____ 2025.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY



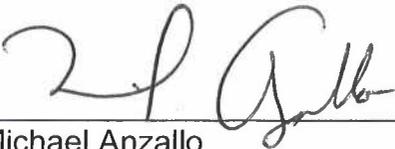
Randy Clarke
General Manager & CEO

09/29/25
Date



Michael D. Levy, Esq.
VP & Chief Labor & Employee Relations Officer

9/29/25
Date



Michael Anzallo
Chief, Metro Transit Police

9-29-25
Date



Colin Dorrity
Chairman
FOP/Metro Transit Police Labor Committee, Inc.

09/29/25
Date

APPENDIX B1- Actuarially Equivalent Factors (Retirement)

1. Joint and Survivor Option

Percentage of Reduced Benefit to be Continued to Beneficiary	Factor to Determine Benefit Payable to Participant Under Joint and Survivor Option
100%	83.00% plus (minus) .40% for each year that beneficiary is older (younger) than the Participant. Factor cannot exceed 91%
75%	86.00% plus (minus) .40% for each year that beneficiary is older (younger) than the Participant. Factor cannot exceed 93%
66.67%	88.00% plus (minus) .40% for each year that beneficiary is older (younger) than the Participant. Factor cannot exceed 94%
50%	90.00% plus (minus) .30% for each year that the beneficiary is older (younger) than the Participant. Factor cannot exceed 95%

2. Life With 10 Year Period Certain Option

95% plus (minus) .60% for each year that the Participant's age on his last birthday before his retirement is less (greater) than 60. Factor cannot exceed 98%.

3. Life With 5 Year Period Certain Option

99.00% plus (minus) .20% for each year that Participant's age on his last birthday before retirement is less (greater) than 60. Factor cannot exceed 100%

**LOCAL FRATERNAL ORDER OF POLICE
2025 SALARY SCHEDULE**

											<i>Longevity* **</i>			
Step Number	1	2	3	4	5	6	7	8	9	10				
Progression Interval	1 Year Interval					2 Year Interval					3 Year Interval	1 Year Interval	4 Year Interval	2 Year Interval
PO-1	74,505	77,187	79,734	83,821	91,906	99,286	106,402	109,987	113,290	115,995	117,155	118,326	119,510	
PO-2			83,310	87,882	95,595	103,056	110,315	115,043	119,836	125,365	126,619	127,885	129,164	
PO-3					98,393	107,089	115,116	120,469	127,527	133,718	135,055	136,406	137,770	
PO-4 MPO ¹										137,061	138,432	139,816	141,214	
YEARS of SERVICE	0	1	2	3	4	6	8	10	12	15	16	20	22	

¹ SR. Detective & Master Police Officer (MPO) - 2.5% above Grade PO-3 Step 10 annualized pay rate of \$137,061

Progression Between Steps

- Steps 1 thru 5: 1 year interval between steps
- Steps 6 thru 9: 2 year interval between steps
- Step 10: 3 year interval between steps 9 and 10

4.57% Increase Effective 10/1/2025

** Effective January 26, 2025 - Police Officers who reach the end of sixteen (16), twenty (20), and twenty-two (22) years of service respectively will receive an additional one percent (1%) increase to their base compensation at the end of each aforementioned year.*

*** Effective January 26, 2025 - Police Officers with more than twenty-two (22) years of service, received a onetime one percent (1%) increase to their base compensation. Such employees shall not be eligible for any additional longevity.*

Fraternal Order of Police
Metro Transit Police Labor Committee, Inc.
711 4th Street, N.W. Washington, DC 20001
Ph: (202) 408-7767
Fax: (202) 408-7880



AGREEMENT

Between

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

and

LOCAL UNION 922

of the

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

Effective from November 1, 2024

through

October 31, 2028, Inclusive

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.¹

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AGREEMENT

Whereas the Washington Metropolitan Area Transit Authority (hereinafter "Authority") was ordered on August 10, 1973, by a Board of Arbitration, established pursuant to Public Law 92-349, to recognize Automotive Local 922, an affiliate of the International Brotherhood of Teamsters (hereinafter "Union") as the sole and exclusive collective bargaining agent for all employees of its Prince George's County Division at Landover in certain classifications, and,

Whereas the Authority was ordered to negotiate with the Union concerning the wages, hours and other working conditions of the employees represented by the Union, and

Whereas the Authority and the Union have agreed that certain provisions be incorporated in an Agreement between the Authority and Local 922, I.B.T., and

Whereas the Authority and the Union desire to further amend the existing Labor Agreement (hereinafter "Agreement", entered into and effective the 23rd day of August 1973, and amended as of May 1, 1974, by and between the Authority and the Union,

It is hereby agreed by and between the parties that the following contains the complete Agreement as amended:

GENERAL TERMS

Section 1 - Purpose of Agreement

- (a) The purpose of this Agreement is to provide the best possible service to the public, to provide the best possible working conditions for the employees, and at the same time to have due regard for the economical operation of the Authority's properties.
- (b) Both the Union and the Authority agree that they will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex or national origin in any manner including upgrading, demotion, transfer, layoff, termination, rate of pay or other forms of compensation or benefits.

Section 2 - Recognition

- (a) The Authority recognizes the Automotive Local 922, I.B.T. as the exclusive bargaining representative for the employees engaged in operating the facilities of WMA Transit Company acquired by the Authority on February 4, 1973, who are employed by the Authority as bus operators, mechanics, depot clerks, utility clerks working as depot clerks, garage clerks, cleaners, fleet servicers, maintenance workers, and storeroom clerks, excluding the purchasing agent and supervisors.

All references to “he” and/or “she” shall be replaced with “the employee,” except in instances where gender-specific terms are necessary for clarity, such as provision relating to maternity or paternity leave.

(b) Management's Rights: The legal rights, obligations and responsibilities of the Authority and the Union with regard to Collective Bargaining Agreement and resort to binding interest arbitration are specified in the WMATA Compact. Within that framework, the Authority recognizes Local 922, I.B.T. as the exclusive bargaining representative of the employees covered by this Agreement, and, except as expressly waived by other specific provisions of this Agreement, the Union reserves the right to bargain and where necessary to seek interest arbitration concerning all issues relating to wages, hours and working conditions.

The Union acknowledges that all matters pertaining to the management of operations, including the type, kind and extent of service to be rendered to the public, the equipment used, the maintenance of reasonable efficiency standards, the hiring and establishment of standards for selection and qualification of employees, standards for the promotion of employees and their discipline and discharge for proper cause, and the development and enforcement of reasonable rules and regulations regarding employment are the prerogatives of the Authority and are reserved by the Authority unless expressly waived by specific provisions of this Agreement, or by the past practices of the parties.

Section 3 - Union Shop and DRIVE

(a) On and after the thirtieth day following the effective date of this contract, all of the employees of the Authority included in the bargaining unit as defined in Section 2 hereof shall become and remain members in good standing of the Union as a condition precedent to continued employment, and the Union agrees to receive into the membership all such eligible employees according to the laws of the Union and participate in the Health and Welfare Trust Fund provided for in Section 18. This Section shall become operative as to new employees thirty (30) days from the date of their appointment.

(b) The Authority shall, on or before the fifteenth day of each month, deduct from the pay (including vacation and sick leave pay, as well as other pay) of each member of the Union employed by the Authority who, in compliance with the law, has filed, in writing, a request to do so, such dues, fines and assessments and employee contributions to the Health and Welfare Plan provided for in Section 18 of this Agreement and to the Union's Prepaid Legal Plan, in amounts as the Union shall have determined to be payable from each member. The Union shall furnish to the Authority a list of employees, members of the Union, and the amount of the deduction to be made from the pay of each member. The Authority shall remit to the proper and duly authorized officer of the Union the aggregate of such deductions, together with the list of the names of the employees from whom such deductions have been made. The Authority shall send to said officer of the Union with the first presentation of the checkoff list each month the name, payroll designation and date of appointment of each new hourly-rated employee employed during

the month, and the names of hourly-rated employees leaving the service during each month. On or before the first day of April of each of the contract years the Authority shall, upon request, furnish to the Union a complete list of all employees covered by this Agreement, showing the names, classification, rate of pay and department in which employed; the Authority will also on request at that time furnish the Union with the names, classification, and department in which employed, of such other members of the Union as have filed checkoff requests as provided above.

(c) The Union agrees to indemnify and hold WMATA harmless from any and all claims, suits, judgments, attachments and any other liability resulting from any deductions from wages made in accordance with this section and Section 18 of the Basic Agreement.

(d) DRIVE Authorization and Deduction

In addition to the terms and conditions contained in the above referenced Collective Bargaining Agreement between the Authority and the Union, the Authority and the Union hereby further agree that:

The Authority agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Authority of the amounts designated by each contributing employee that is to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase weeks worked excludes any week other than a week in which the employee earned a wage. The Authority shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

Section 4 – Discipline and Grievance Procedure

(a) Grievances shall be processed in the following manner:

Step 1 - Any employee who has a grievance shall (together with the Union representative if the employee so desires) discuss the matter with the employee's immediate superior in an attempt to settle the matter satisfactorily. If the matter has not been settled within five (5) working days of the management action which gave rise to the grievance, the employee may, within ten (10) working days thereafter, file an official written grievance form, a copy of which shall be filed with the employee's immediate superior and another copy shall be filed with the Union through the employee's shop steward (or other officially designated representative).

Step 2 - If the Union, through the employee's shop steward (or other officially designated representative) finds merit to the grievance, it shall, within ten (10) working days after the date of the filing of the formal written grievance, confer with the superintendent of the division (or other management official in charge of the division, garage, or other facility where the grievant is employed) in an effort to resolve the grievance satisfactorily. The occurrence of such conference shall be noted on the

grievance form and signed by the participants. The management official involved shall render a written decision on the grievance within ten (10) working days after such conference with the Union.

If the management action which gave rise to the grievance was taken at a level higher than the superintendent of the division (or other management official in charge of the division, garage or other facility where the grievant is employed) Step 2 may be waived and the Business Agent (or the Business Agent's designee) may proceed directly to Step 3 within ten (10) working days after the date of the filing of the formal written grievance.

Step 3 - If the Union through the Business Agent (or the Business Agent's designee) is not satisfied with the Step 2 decision, it may, within ten (10) working days of the receipt thereof, confer with the Office Director (or the Office Director's designee). The occurrence of such conference shall be noted on the grievance form and signed by the participants. The management official involved shall issue a written decision on the appeal within ten (10) working days of the conference with the Union.

Step 4 - If the Union, through the Business Agent (or the Business Agent's designee), is not satisfied with the Step 3 decision, it may appeal the grievance by requesting a conference with the General Manager (or the General Manager's Designee) within ten (10) working days of receipt thereof. The General Manager (or the General Manager's designee) will hold said conference and issue a written decision within twenty (20) working days of the receipt of the Step 4 grievance or the Step 3 appeal.

Step 5 - If the Union is not satisfied with the Step 4 decision, it may, within 20 calendar days after receipt thereof, invoke arbitration in accordance with Section 5 of this Agreement.

Questions arising under the Agreement may be processed directly by the Union commencing with the matter being reduced to writing and served on the affected Office Director (or the Office Director's designee). Within ten (10) working days of receipt of such written notice, the affected Office Director (or the Office Director's designee) will confer with the Union and issue a written decision on the question within twenty (20) working days of such conference. If the Union is not satisfied with that decision, it may appeal the decision to the General Manager's designee and pursue arbitration in accordance with the procedures set forth in Steps 4 and 5 above.

(b) An employee will not be discharged, suspended, or otherwise disciplined, without sufficient cause. When traditional suspensions are employed, the employee may elect to utilize earned vacation to protect earning levels to the extent possible, however, such voluntary election will preclude the employee from filing a grievance as it relates to the violation finding and disciplinary action taken. In each case in which the Authority disciplines an employee the employee will be given a written statement of the charges against him/her, and a copy thereof will be furnished to the Union. After the completion of its investigation, the Authority shall give written notice to the employee and the Union of its decision, whether to exonerate, or impose discipline. If the decision is to discipline, such discipline shall be stated in the notice from the employee's superintendent/manager

(or designee). Such notice shall be sent not later than twenty (20) working days from the date the employee's superintendent/manager (or designee) first obtained knowledge of the incident or act which forms the basis of the charge or charges except in cases alleging prohibited discrimination which are administratively filed directly with the Authority's Office of Civil Rights which will be investigated within sixty (60) calendar days and the findings reported to management for its consideration thereafter circumstances warranting the discipline. If an employee makes a statement to the Authority in the course of an investigation, the employee shall be given a copy of that statement. No employee may be disciplined for an accident in which mechanical fault is alleged to have contributed to the accident unless the Authority's test of that mechanical equipment is attended by a designated Union representative. No platform instructor may be disciplined for an accident which occurs while the instructor's student is operating the vehicle.

The Authority shall, without further cause or recourse to any program, discontinue the employment of any employee who violates the Substance Abuse Policy within the first one hundred and eighty (180) calendar days of employment. Any such discharge shall not be subject to the grievance procedure contained in this Section 4. The amendment made to Section 4 shall apply to employees hired on or after August 1, 2002.

(c) It shall be the policy of the Authority not to suspend employees for minor violations of the rules if the corrective behavior can be obtained by other means of discipline. Suggestions from the Union will be welcomed regarding the best way to ensure good service without hardship on the employees. All rule changes, including standard operating procedures, shall be provided to the Union, Shop Stewards, and posted on the bulletin boards for a minimum of thirty (30) days.

(d) If, when an employee is suspended or discharged, it is found either through agreement by the Authority and the Union or by the judgment of the Board of Arbitration, that the employee was suspended or discharged without sufficient cause, the employee shall be reinstated in the employee's former position and reimbursed for lost wages and fringe benefits less interim earnings and other compensation such as but not limited to unemployment compensation, but if in the case of such discharge it is found that a suspension would have been proper, the time for a reasonable suspension shall be deducted from the payment of such lost time.

An employee who is suspended may, at the employee's option, use earned vacation time to avoid losing pay as a result of such suspension. An election to use earned vacation time to cover a suspension must be made in writing at the time the employee is provided written notice of the suspension. If, as the result of the resolution of a grievance, all or any portion of such earned vacation time is restored and such restored vacation days have passed, then the employee shall not be entitled to re-pick any vacation days but shall be paid for the vacation days restored. Such payment shall be made in a lump sum as soon as practical following the resolution of the grievance. If the vacation days picked by the employee have not passed at the time the grievance is resolved, the employee shall take the vacation days originally designated by the employee to cover the suspension. Absent mutual agreement to the contrary, the option to use earned vacation time to avoid losing pay as a result of a suspension shall terminate at the end of this

contract term. This provision shall apply to suspensions that are effective on or after February 24, 2000.

An employee who, as the result of the resolution of a grievance, receives retroactive pay in excess of one month shall furnish written authorization permitting the Authority to obtain Social Security records to verify interim income.”

The Authority will provide the Union with access to recordings used during the investigation and discipline process. Once discipline has been issued, and a grievance filed, the Authority will make such recordings available for review at the Steps 1 & 2. A copy of any such recordings will be provided to the Union at Step 3. If an incident involves law enforcement, the Union will request access to the audio and/or video recording from the appropriate law enforcement agencies.

(e) An employee, not permitted to work on account of his/her medical condition, who feels capable of performing all regular duties, and whose physician contends is medically able to do so, may request that an independent medical evaluation be obtained and considered by the Authority before the Authority's Medical Director reaches a final decision. The employee shall have the privilege of having his/her own physician present (without cost to the Authority) at any and all such examinations to obtain independent medical evaluations/testimony and shall be furnished a copy of such medical reports.

Section 5 - Arbitration of Grievances

If the decision does not satisfactorily settle the grievance, it may be referred within ten (10) days of said decision to an arbitrator appointed by the Federal Mediation and Conciliation Service in accordance with its policy. The decision of said arbitrator shall be final and binding. He shall not have the power to add to, subtract from, delete or modify any terms of the Agreement. The cost of the arbitration proceeding shall be borne equally.

Section 6 - Arbitration of Future Contracts

In the event that, pursuant to Section 57 of this Agreement, either party requests changes in this Agreement or requests termination of all or any part of this Agreement and negotiations fail to result in an agreement between the parties, all issues in dispute shall be submitted to a Board of Arbitration on written demand of either party. The Board of Arbitration shall be composed of three (3) persons, one (1) to be chosen by the Authority, one (1) to be chosen by the Union, and the two (2) thus selected to select one (1) disinterested arbitrator. The findings of a majority of said Board of Arbitration shall be final and binding on the parties hereto. Each of the parties hereto shall name its arbitrator within five (5) working days after having received written notice from the other party hereto. If, after a period of five (5) working days from the date of the appointment of the two (2) arbitrators representing the Union and the Authority the disinterested arbitrator has not been selected, then either arbitrator may request the Federal Mediation and Conciliation Service to furnish a list of five (5) persons from which the third arbitrator shall be selected. The Federal Mediation and Conciliation Service shall be asked to furnish such list within seven (7) working days of the receipt of the request. The arbitrators

appointed by the parties, no later than five (5) working days after the receipt of such list, shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate one (1) name until only one (1) name remains. The remaining person on the list shall be the disinterested arbitrator and shall act as chairman of the board. All the conditions in this contract shall remain undisturbed during the arbitration proceedings. Each of the parties hereto shall bear the expense of its own arbitrator, and the parties hereto shall jointly bear the expense of the third arbitrator. The Board of Arbitration shall hear evidence and arguments on all matters in dispute as expeditiously as practicable. The findings of a majority shall be submitted without undue delay and shall be retroactive to the expiration date of the contract.

Section 7 - No Strike No Lockout

During the period covered by the Agreement, the Union and its members will not engage in, condone or encourage any strike, work stoppage, slow down, picketing or other interference with the operations of the Authority and the Authority will not lock out employees.

It is specifically agreed and understood that violations of this provision by the Union, by an employee or by the Authority shall not be subject to the grievance and arbitration procedures of this Agreement and in the event of a violation, threatened violation, or dispute regarding this provision, each party specifically reserves the right to seek such relief as it may be entitled to from any court of competent jurisdiction. In addition, any employee violating this provision shall be subject to immediate discharge, which discharge shall not be subject to the grievance and arbitration provisions of this Agreement; provided, however, that if there is a dispute as to whether an employee did in fact violate this provision such dispute shall be subject to said grievance and arbitration provisions.

Section 8 - Probationary Period

(a) The Authority may discipline or discharge any new employee during a probationary period of ninety (90) calendar days, minimum forty-five (45) work days at its own discretion and no grievance can be claimed therefore by the Union, (by mutual written agreement of the parties, the forgoing probationary period may be extended); provided, that any employee who has served probationary period and has subsequently been separated from the Authority's service shall not be required to serve any probationary period if reemployed within one (1) year from the date of such separation. For newly hired maintenance employees, this probationary period shall begin upon completion of the initial training period and will extend for ninety (90) calendar days or forty-five (45) workdays, whichever is longer. Any employee who has served less than the forty-five (45) working day probationary period and has subsequently been separated from service and is reemployed within one (1) year from the date of such separation shall be required to serve the balance of the ninety (90) calendar days, or forty-five (45) working days, whichever is greater, as a probationary period. Such employees reemployed within one (1) year from the date of separation shall be required to become members of the Union thirty (30) days from the date of their reemployment. Any employee who has been

separated from service and is reemployed within one (1) year shall receive the rate of pay to which their previous service as an employee with the Authority would entitle them to in the absence of any break in service.

The Authority shall notify the Union in writing of the fact of the employment or re-employment of any employee at the time of such employment or re-employment.

(b) A newly hired employee who receives Authority training in order to obtain a Commercial Driver's License (CDL) for the position hired shall be required to reimburse the Authority for the cost associated with such training in the event the employee voluntarily leaves the service of the Authority within one year of receiving the CDL.

Section 9 - Seniority

(a) Seniority attained under predecessor companies shall be maintained. Wherever continuous service is required for benefits and practices it shall be interpreted to include continuous service with predecessor companies.

Effective October 31, 2002, seniority shall remain the same (i.e., part-time, New Service and all full-time) wherever you are at that time will determine your work selection. Seniority shall apply in the event of a reduction in force, vacation holiday selection, picking work assignment, filling full-time vacancies.

(b) Female employees shall be granted maternity leave without loss of seniority provided they provide the Authority two weeks' notice of their intent to return to work and that they are available for work upon release from their physician but no later than six months after delivery.

(c) Employees returning to work from an inactive status forty-five (45) days prior to the pick, will not pick or cause a bump down, but will work the extra board until the next scheduled pick and/or successful bid on any advertised run.

(d) Layoff and Recall: Should the Authority reduce the working force such reduction shall be effective within such seniority districts on the basis of district seniority. A reduction of forces will be made by separating the employee in each of the classifications within each group or section to be reduced having the least amount of district seniority, then the employee having the next lowest district seniority, and so on until the total reduction has been made.

An affected employee may elect to accept demotion into a lower classification, for which the employee is qualified, instead of being separated, in which case the employee will take precedence over all employees in such lower classification having less seniority.

The Authority will make provision, if necessary, for an affected employee, by removing or demoting employees within the same classification who have less seniority in the district than that of the affected employee, whenever such affected employee is qualified for an alternate position.

Employees will be permitted to change classifications or occupations instead of being separated, as provided above, upon passing qualifying examinations.

Employees who have been laid off as a result of reduction in forces shall retain their seniority and recall rights, based on their seniority as of the day of their lay-off and shall be recalled in order of their seniority in any job or jobs on which the employees have been previously -employed for- a period of sixty (60) months from the date of their lay-off; provided, however, that laid off- employees shall, at the time of lay-off, notify the Authority of their desire to be placed on the recall list and thereafter, in order to retain such seniority or recall rights, shall at intervals of not more than sixty (60) calendar days communicate to the Authority in person or in writing their desire to be retained on the recall list.

A certified mail letter with a return receipt sent to the last address furnished to the Authority shall be deemed sufficient notice to such laid off employees of the availability of the job. Should such employees so notified not reply and make themselves available for the job within a period of seven (7) calendar days, the employees shall have forfeited their right to further recall.

Section 10 - Subcontracting

The Authority shall not contract out or subcontract any work normally performed by the employees within the bargaining unit defined in this Agreement which would result in a lay-off, transfer or demotion of these employees.

Section 11 - Employees Serving as Union Officers

Any member of the Union elected to or appointed to any office which requires his absence from the service of the Authority, within the gift of the Union or its International Office, shall be granted leave of absence upon request to attend the duties of said office, and upon the expiration of his tenure of office he shall be returned to his proper place in the service, maintaining his full seniority rights from the time of his last employment by the Authority (or its predecessor companies) provided he is physically qualified to perform such services, and shall be considered as in active service from the time of his last employment.

Section 12 - Leave of Absence on Union Business, Union Bulletin Board

(a) Any member or members appointed by the Union to perform committee work, or as delegates to conventions, shall be granted leave of absence for the performance of said duties.

(b) The Union shall have the privilege of placing in each shop or garage a bulletin board where notices of the Union can be posted. The bulletin board shall not be used for posting political matter of any kind whatsoever, relating to Federal, state or local political office.

(c) Employees who are excused from work while on Union Business will be granted work credits of twenty (20) days per year for safety award eligibility.

Section 13 - Payment for Lost Time

(a) An employee shall be paid for all time lost from work when required by the Authority to go to the General Office to make statements, or to locate additional evidence in connection with accidents or occurrences for which he/she is shown to be in no way responsible.

(b) An employee required by the Authority to attend Court or Inquest shall be paid for all time lost from work, or all time spent, whichever is greater. Travel time shall be included in computing time lost from work, or time spent.

Under circumstances otherwise not compensated in this Section 13(b), an employee required (summoned) to attend Court or Inquest not required or at the behest of the Authority shall utilize vacation leave (day of vacation) not to exceed eight (8) hours of vacation pay for each day of such required attendance. A single day of vacation earned but not selected during the current vacation year will be utilized first before adjustments are made to previous selected (picked) single vacation days. Employees with no available vacation single days will be granted leave without pay to attend the Court or Inquest.

(c) An employee summoned or required by the Police or Court Authorities to attend Court or Inquest shall be paid for all time lost from work when involved in an accident or occurrence with an Authority vehicle while on duty, and under the following circumstances:

1. When involved in a non-moving (standing) accident or occurrence where the Authority vehicle was standing at the time of impact, provided, the Authority vehicle had been standing a reasonable length of time prior to the impact, so the employee would in no way be judged as contributing to the accident.

2. When there is reasonable evidence to establish that a mechanical failure or defect, which was properly reported on the accident report by the employee, was a contributing factor to the accident or occurrence.

(d) An employee who is involved in a moving accident and is required by the Police or Court Authorities to attend Court or Inquest will not be paid for time lost from work or spent attending Court or Inquest, unless there are extenuating circumstances which establish that the operator did not contribute to the accident. However, at the request of the employee, the Authority will make reasonable efforts to adjust the employee's working hours, or assign substitute work, so as to provide the employee an opportunity to work and earn a day's pay.

1. Consideration will be given to an employee involved in a moving accident when there are extenuating circumstances supported by evidence beyond reasonable doubt that the operator in no way contributed to the accident.

2. The Authority shall reimburse employees for the cost of any driver's permit (other than a permit authorizing the driving of buses issued by the Department of Motor Vehicles of the jurisdiction in which the employee -resides - District of Columbia, Maryland- or Virginia) where work requires such permit.

3. Any loss of personal property of an employee, resulting from a hold-up, robbery, or theft, occurring while the employee is on duty, shall be reimbursed by the Authority, provided, that the employee is not carrying an amount of money or property which is unreasonable under all the circumstances.

(e) Employees holding a position that requires a Commercial Driver License (CDL) shall submit an annual authorization allowing the Authority to obtain a copy of their record at the appropriate Department of Motor Vehicles (or similar agency).

(f) The Authority shall establish a protocol to provide employees with 60 days' notice of pending expiration of DOT Medical Examiner's Certificate and scheduled appointment with Authority's medical Department, sufficiently in advance of expiration date of certificate.

Section 14 - Free Transportation

Free transportation at all times shall be furnished for all employees and retired employees of the Authority on all lines.

Section 15 - Vacations

(a) One (1) weeks' vacation with pay will be granted employees of one (1) year or more and less than two (2) years of continuous service, two (2) weeks to employees of two (2) or more and less than five (5) years of continuous service, three (3) weeks to employees of five (5) or more and less than ten (10) years of continuous service, four (4) weeks to employees of ten (10) or more and less than fifteen (15) years of continuous service, five (5) weeks to employees of fifteen (15) or more and less than thirty (30) years of continuous service, and six (6) weeks to employees of thirty (30) years of continuous service, completed at the beginning of, or attained during, the vacation year.

Effective with the 2001 vacation year, employees with twenty (20) years of continuous service but less than thirty (30) years, completed at the beginning of, or attained during, the vacation year, will be granted one (1) day of vacation with pay in addition to the five (5) week allowance.

Employees with less than one (1) year of continuous service shall be granted one (1) "Personal Leave Day" per quarter, within the first three (3) quarters of the year, for a total of three (3) days within the first year, provided they are free of any attendance

infractions (no tardiness or missed days) or safety violation in that quarter. Leave taken using this Personal Leave Day will not be included as an attendance infraction and will not be carried over. Employee will have 24 months from the first day of employment to utilize the earned "personal leave day(s)."

(b) One (1) additional day of vacation with pay for each year of continuous service, beginning with the thirty first (31st) year, completed at the beginning of, or attained during, the vacation year, will be granted employees.

(c) To be eligible for a vacation as provided for above, an employee must have worked on a number of days equaling at least seventy (70) percent of the number of days, to include maternity or paternity leave, on which s/he was scheduled to work in the twelve (12) months prior to the beginning of the vacation year (July 1 through June 30) in which the vacation is to be taken (or, in the case of employees who first become eligible for a one week vacation after July 1, in the twelve (12) months prior to his vacation); provided, that absences due to illnesses of more than seven (7) days and totaling not more than sixty (60) days authenticated by a doctor's certificate will be, upon application of the employee, considered as time worked for the purposes of this section, as will time spent on jury duty and Union Business, the latter not to total more than sixty (60) working days; provided further, that an employee who has worked less than seventy (70) percent, including maternity or paternity leave, of the number of days on which he was scheduled to work in the twelve (12) months prior to the beginning of the vacation year but who has worked fifty (50) percent or more of such scheduled working days shall be entitled to one-half (1/2) of the paid vacation to which he would have been entitled had he worked at least seventy (70) percent, including maternity or paternity leave, of such scheduled working days. Notwithstanding the foregoing, if any employee receives Workers' Compensation benefits for one (1) full year of absence or more, such employee shall not be entitled to receive a paid vacation until returning to work and fulfilling the above work requirement(s).

(d) One (1) weeks' vacation will be interpreted for each individual as forty (40) hours, and one (1) days' vacation, as eight (8) hours at his straight time rate without any overtime allowances. For parttime bus operators vacation pay shall be based on the average number of weekly (or daily) pay hours received during the preceding four complete work weeks. Effective with vacations earned in the vacation year beginning July 1, 1989, all employees in operating classifications shall have their vacation pay calculated on the basis of their regularly scheduled assignment at the time the vacation is taken, provided that fulltime extra board operators and parttime operators shall receive vacation pay based on the average number of weekly (or daily) pay hours received during the preceding four (4) weeks. Effective September 3, 1993, weekly vacation pay for Depot Clerks shall be equivalent to the pay of the individual's regular weekly assignment. Effective February 7, 2019, for part-time bus operators, vacation pay shall be standardized to four (4) hours of leave under this section.

(e) Vacation pay shall be paid in regular weekly periods and shall be paid in the normal payroll cycle and on regular pay days so that the normal continuity of an employee's pay shall not be interrupted during the period of his vacation, except where the employee

gives the Authority at least two (2) weeks' notice in advance of his vacation that he wishes his vacation pay before taking his vacation, in which case it will be paid not later than his last work day during the week preceding his vacation; provided, that if an employee who is entitled to vacation under the provisions of this section, because of illness, loses one (1) or more full weeks he will, upon application, be allowed to have his vacation run concurrently with such period of absence and be paid for the vacation to which he is entitled.

(f) Employees with two (2) or more years of continuous service may elect, at the time of the annual vacation pick, to set aside five (5) days of vacation to be used in single day increments. Use of single days of vacation shall require three (3) working days advance notice to the supervisor. Additionally, the Authority shall promulgate reasonable rules and procedures to govern the administration of the program.

Operating employees with two (2) or more years of service shall be permitted to set aside ten (10) days of their vacation entitlement to be used in single day increments.

(g) With respect to employees returned from military service who are restored to service within the time limit provided by law, for the purpose of determining vacation allowance under the length of service requirement, the time of service prior to entering military service, and the time of military service, will be counted. Such employee, for his first vacation following such return, will be granted the vacation to which he is entitled after the completion of six months' continuous service following his return to service, if during such six month period he has worked at least 110 days; provided, that absences due to illnesses of more than seven (7) days, and totaling not more than sixty (60) days, authenticated by a doctor's certificate, will, upon application of the employee, be considered as time worked for purposes of this section, as will time spent on jury duty and union business, the latter not to total more than sixty (60) working days.

(h) In the event the active service of an employee who has become entitled to a vacation terminates for any reason before he has taken all or part of the vacation to which he has become entitled, he (and in the event of his death, his beneficiary) shall be paid for his vacation or for such portion of his vacation as has not been used.

(i) In cases where an employee's active service terminates by reason of retirement or entrance into the armed forces of the United States, he shall be granted, in addition to the vacation previously earned, as described above, a prorated vacation in the proportion that the calendar period he has been on the payroll since the previous July 1 bears to twelve (12) months. In cases where an employee's active service terminates for any reason other than retirement or entrance into the armed forces of the United States, and where such employee has been on the payroll for at least fifty (50) percent of the calendar period, including maternity or paternity leave, since the previous July 1 as of the time his/her active service terminates, s/he shall be granted, in addition to the vacation previously earned, as described above, a prorated vacation in the proportion that the calendar period s/he has been on the payroll since the previous July 1 bears to twelve (12) months.

(j) To be eligible for a prorated vacation, as provided for in paragraph (h) above, an employee must have worked at least seventy percent (70%) of the number of days, including maternity or paternity leave, s/he was scheduled to work during the period from the July 1 preceding his termination to the date of his termination; provided, that absences due to illness of more than seven (7) days, and totaling not more than that proportion of one hundred twenty (120) days sixty (60) days effective with the determination of 1996 vacations] that the calendar period he was on the payroll since the previous July 1 bears to twelve (12) months, authenticated by a doctor's certificate, will be, upon application of the employee, considered as time worked for the purposes of this section, as will time spent on jury duty and union business, the latter not to total more than sixty (60) working days.

(k) Employees approaching retirement shall have the option of either taking their earned vacation, whether pro rata or otherwise, prior to retirement, or taking vacation pay in lieu of vacation after retirement.

(l) Vacations may neither be waived nor made cumulative but may be split into weekly periods, upon request of the employee, whenever practicable. Vacations shall run between assigned days off whenever practicable. Vacations shall be taken following the assigned days off in the week originally picked, even if the assigned days off are changed.

(m) Vacations shall be picked according to seniority. An employee who, during the vacation year, shall become entitled to receive a vacation, or a longer vacation than he would be entitled to pick on the basis of years of continuous service at the time of the pick, shall be entitled to pick, the week of vacation or additional week of vacation to be taken subsequent to the anniversary date of his employment by the Authority. Vacations shall be scheduled during the vacation year July 1 through June 30 as may be to the least detriment of the service and must be completed within four (4) weeks beyond the end of the vacation year.

Vacation declarations (in terms of weeks, single-days and banked) shall be made by each employee in advance of the actual vacation selection process. The declarations will be used in conjunction with the establishment of the Authority's manpower requirements to assure that each employee will be entitled to select their complete vacation entitlement for the current year in seniority order.

The Authority will provide, at the beginning of a vacation pick, an adequate number of weeks to be selected so that there will not be a need during or at the end of the pick to add additional weeks to complete the picks. If such a miscalculation should occur, the Authority will be responsible to cancel the pick and establish a new pick.

(n) An employee who is entitled to more than four (4) weeks' vacation with pay in any year, shall be permitted to accumulate (notwithstanding paragraph (1) above) all vacation in excess of four (4) weeks to which he may be entitled in any year. An employee who elects to accumulate vacation under this provision or having accumulated vacation elects to use it in a subsequent year, shall notify the Authority of his election not later than April 1 preceding the vacation year during which such vacation will be accumulated or used.

Accumulated vacation credited to employees as of April 30, 1974, shall be credited to them at the wage rate levels in effect on April 30, 1974, and shall be paid for at those rates when ultimately taken. An employee who, on or after May 1, 1974, elects to accumulate vacation thereafter shall be paid for such accumulated vacation, when taken, at the wage rate level which was in effect in the last week of the vacation year in which the vacation would have been taken originally had it not been accumulated.

However, effective with the vacation to be taken in 1996, the Authority, in coordination with the vacation pick, may offer to buy back vacations, provided that such offer must be extended across the bargaining unit without discrimination. Employees with four or more weeks of vacation entitlement may volunteer to sell one week of vacation per year. Employees opting to participate shall receive a lump sum equal to one weeks' vacation pay in the payroll period following the date of declaration.

Commencing July 1, 2007, employees may elect to accumulate and carry over from one year to the next earned vacation on the basis of continuous length of service as follows:

1. Not more than 30 days - less than 15 years of service
2. Not more than 45 days - 15 or more years of service

During the annual vacation selection (pick) employees will be permitted to set aside or accrue earned vacation days.

The utilization of accumulated vacation requires prior approval of supervision in situations other than those contemplated in paragraph (m). Approval is subject to the demands of the service requirements of the Authority.

Accumulated vacation shall be paid at the employee's current hourly rate of pay when utilized or upon leaving the services of the Authority (resignation, termination, retirement, etc.). Employees shall have their daily pay calculated on the basis of their regularly scheduled assignment at the time the vacation is taken. Extra Board Operators shall have their daily pay calculated on the basis of the average number of weekly (or daily) pay hours received during the preceding four complete work weeks.

(o) Vacation picks shall be posted at each Division, and will show each employee's name, badge number, seniority date and the vacation dates selected.

(p) In the event an employee fails to exercise his or her right to select vacation within 72 hours from the official notice of the individual's right to pick, the employee designated by the Union to assist in the general pick shall select the individual's vacation on behalf of the affected employee. It is understood that prior to the 72-hour point the management shall assume the full responsibility for vacation selection procedures.

(q) All nonoperating employees may split the entire vacation entitlement into individual days; notwithstanding Section 15(b), operating employees with a four-week vacation entitlement or more may split up to two weeks of vacation into individual days.

(o) Vacation picks shall be completed by July 1; and the vacation entitlement shall be

based upon required workdays calculated from May 1 through April 30 of the previous year.

Section 16 - Sick Leave

(a) The provisions of this section will apply only for full-time employees and part-time bus operators in active service.

(b) Employees in the active service of the Authority who have had one (1) or more years of continuous service will be allowed sick leave of twelve (12) days of eight (8) hours each per year on an annual basis. Daily sick leave pay for parttime bus operators shall be based on the average number of daily pay hours received during the preceding four complete work weeks. Such sick leave shall be cumulative. Any unused portion of such twelve (12) days per year shall accumulate to the credit of the employee, and there shall be no limit to the amount of such accumulation. Employees who are ill for a period of more than two (2) consecutive workdays shall be paid for sick leave beginning with the third day of illness if that is a scheduled workday.

An employee shall receive payment for sick leave beginning with the first day of illness if that is a scheduled workday. A doctor's certificate shall not be required in cases of absences of three (3) days or less, except that the Authority may require a doctor's certificate in any case where there are more than four (4) such absences in any period of twelve (12) months.

(c) Fractional days of sick leave are to be paid and charged to supplement any benefit under Workers' Compensation to the extent required to make up a regular day's pay for the compensable working days involved. Such fractional days of sick leave as may be involved in one period of disability shall be charged to the accumulated sick leave bank of the employee. Benefits under the Teamsters Local 922 Employer's Health Trust shall not be deducted, and such benefits shall not affect any sick leave or Workers' Compensation payments.

Fractional days of sick leave shall also be paid and charged in any case where an employee is relieved from duty for a portion of a regular scheduled work day on account of illness or injury; provided, however, that in the event the employee is not entitled to sick leave until after he has exhausted a waiting period, the day on which he became ill shall be counted as a waiting day. In the event fractional days of sick leave are paid, the Authority shall make up the difference between the time worked and eight (8) hours, and the employee's sick leave will be reduced by the equivalent number of full minutes.

(d) Payment for sick leave will begin on the day or days provided for in paragraph (b) above (i.e., the third or first day) after the employee has reported his illness or injury to the Authority; provided, that such report has been made no later than four (4) hours after the hour the employee is scheduled to report for work, and that the employee is by that day under the care of an attending physician. However, upon proof by an employee that for reasons beyond his control he was unable to report on time or to have someone report

for him on time and that report was made as soon thereafter as possible, then such proof will be used to establish the workday on which payment for sick leave will begin.

(e) Written application for sick leave must be made on an appropriate form upon returning to work or within ten (10) calendar days of reported illness, unless there are extenuating circumstances beyond the employee's control which prevent the employee from complying. The application must be accompanied by a certificate signed by a duly qualified physician, (including, for purposes of this provision, the doctor's nurse), who has attended the employee during the period of his injury or illness, stating the nature of the illness or injury, the beginning and ending dates the employee was under his care and the date when the physician considers the employee able to resume his normal duties. The attending physician must be an M.D., chiropractor, podiatrist, or an osteopathic physician who is a member of the Association of Osteopathic Physicians, or in dental cases, a D.D.S. Such persons must be graduates of recognized professional schools in their respective fields. The certificate must be on the physician's prescription blank or letterhead and free from changes and erasures.

In cases of injury or illness which are likely to be protracted, application for paid sick leave may be made before the return of the employee to duty and in such cases the certifying physician will certify that he is the attending physician, stating the nature of the illness or injury, the beginning date when the employee was under his care and the probable length of time the employee will be unable to attend his normal duties. Sick leave payments in such cases will be made as soon as practicable after the employee is entitled to receive the same and will be paid in regular five-day weekly periods. In the event of death of any employee covered by this Agreement, his beneficiary shall be paid in accordance with the terms of this Agreement for the number of days the employee was sick.

(f) Upon request of the Authority an employee claiming sick leave pay shall submit to an examination by the Medical Officer of the Authority or by a doctor whom he may designate; provided, however, that no employee at any time will lose any pay because a physician is not available, whether his illness or injury is of one (1) day's duration or more.

(g) Sick leave payments will not be made to employees whose illness or injury is caused or results directly or indirectly from the use of intoxicants, narcotics, or from their own misconduct. However, employees who enter the Authority's drug and/or alcohol rehabilitation program voluntarily, or as the result of a referral prior to an act which gives rise to discipline or discharge, or as the result of a grievance resolution, shall be entitled to use their accumulated sick leave for the purpose of participating in an Authority approved program and under the supervision of the Authority's Rehabilitation Coordinator. These employees shall be subject to the reporting, supervision and rehabilitation requirements established by the program's coordinator, as a condition for continued program participation as well as continued use of sick leave as provided in this Subsection (g). In the event the employee exhausts his/her accumulated sick leave he/she may be allowed a leave of absence (without pay) up to a maximum of six (6) months to successfully complete the rehabilitation program.

(h) Any unused accumulation of paid sick leave will be cancelled upon the termination of an employee's active service, whether voluntary or otherwise. Retirement credit may be available under the WMATA/Local 922 Retirement Plan.

(i) Where an application for sick leave payment has not been made in good faith, the employee making such application shall be subject to disciplinary action or dismissal. The Authority may take whatever steps it may deem necessary to establish the validity of a claim.

(j) Employees shall be allowed up to a maximum of two (2) hours leave from duty, when necessary, in order to keep an appointment at the Health Center on not more than eight (8) occasions per year. Such leave shall be paid and charged as sick leave, the total not to exceed sixteen (16) hours. In addition to the foregoing allowance, employees shall be entitled to use up to two (2) hours per year of their accumulated sick leave for the purpose of undergoing a medical examination and/or consultation required by the Authority. Employees required by the Authority to undergo a medical examination and/or consultation shall receive up to 2 hours pay per year which is not charged to sick leave.

Employees who return to duty following a medical leave of absence shall be paid by the Authority for all required training or break-in time.

(k) Nothing in this Section shall affect the prevailing practices of the Authority with regard to handling cases of illness or injury of its employees or the right of the Authority to require medical examinations at any time.

(l) An employee who becomes permanently physically or mentally disqualified (other than temporarily) from performing the work of the employee's class shall be awarded the first permanent vacancy or new job in the bargaining unit which pays not less than seventy-eight percent (78%) of the rate of the employee's job class or of the top operator, whichever is lower, for which the employee is qualified. If such disqualified employee refuses to accept such job award, the employee will not be considered physically or mentally disabled from performing his/her duties. If no bargaining unit job is available, the Authority will make every reasonable effort to place such employee in a non-bargaining unit job for which the employee is qualified at the established rate for that job. Further, if no bargaining unit job is available, or if the employee refuses a job offer, the employee will remain on the entitlement list for eighteen (18) months from the date of disability or until retirement, if sooner.

The employee, who becomes disqualified from performing the work of his/her job for reasons other than physical, shall be given reasonable opportunity to fill any new job or permanent vacancy in the bargaining unit for which the employee is qualified, at the established rate for that job. An employee shall not be considered disqualified as that term is used in this paragraph if the employee is or has been dismissed for sufficient cause.

(m) In the event an employee is ill or injured, or employee's spouse or child is ill, and the employee has accrued vacation time available, the employee may use such accrued

time in single days for the purpose of caring for themselves, the ill spouse or child. In addition, an employee may borrow up to five (5) days of the following year's vacation entitlement for purposes of this provision. The employee shall submit medical documentation to support the leave request.

(n) The Authority shall grant to employees up to six months of maternity leave following the date of childbirth. Employees may use available vacation and/or sick leave (if absence is for medical reasons).

(o) Effective for sick leave entitlements taken after July 1, 1996, employees shall be permitted to use up to two (2) days of paid sick leave per year for absence caused by illness or injury of dependent children or spouse.

(p) Absences protected by the Family and Medical Leave Act (FMLA) of 1993, as amended -shall not be counted as sick leave occurrences for disciplinary purposes under the Authority's absentee policy.

Section 17 - Retirement Plan

(a) The retirement and disability benefits for the employees covered by this Agreement are set forth in WMATA/Local 922 Retirement Plan which is set forth in full as Appendix A hereto and made a part hereof.

Section 18 - Health and Welfare

(a) Effective November 1, 2024, the Authority shall contribute to the 922/Employees Health Trust, on behalf of each employee on its roll covered by this Agreement and each retiree, a monthly contribution of one thousand two hundred and seventy dollars (\$1,270.00). Effective November 1, 2025, the, Authority shall contribute to the 922/Employees Health Trust on behalf of each employee, on its roll covered by this Agreement and each retiree, a monthly contribution of one thousand three hundred and thirty dollars (\$1,330.00). Effective November 1, 2026, the Authority shall contribute to the 922/Employees Health Trust on behalf of each employee on its roll covered by this Agreement and each retiree, a monthly contribution of one thousand and three hundred and ninety dollars (\$1,390.00). Effective November 1, 2027, the Authority shall contribute to the 922/Employees Health Trust on behalf of each employee on its roll covered by this Agreement and each retiree, a monthly contribution of one thousand four hundred and fifty dollars (\$1,450.00). Effective November 1, 2024, the Health Trust will determine the extent of any necessary employee deduction from wages per pay period or retiree contribution as an employee/retiree contribution to fund the remaining cost of benefits provided to employees, retirees and/or their dependents through the Trust.

(b) Newly hired employees as of November 1, 2020, and after, are not eligible for coverage under paragraph (a) above until the successful completion of any applicable training period. The Authority will ensure that payments are sent to the Trust sufficiently in advance to ensure coverage upon completion of an employee's training period."

(c) Full-time employees who are able to provide proof of health insurance coverage (other than provided by the Authority or through the Trust) may voluntarily opt out of Trust-sponsored health care coverage. Eligible employees shall receive an annual nonparticipation payment in the amount of one thousand five hundred dollars (\$1,500.00) paid by the Authority. Such option may be exercised during each open enrollment period.

(d) Retiree health benefits are eliminated for employees hired on or after January 1, 2012.

(e) A committee will be established to develop the implementation and process for adopting a Sick Leave Bank for members who can donate to the sick bank from their available accrued sick leave.

Section 19 - Holidays

(a) New Year's Day, Washington's Birthday, Martin Luther King Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Christmas, Presidential Inauguration Day (once every four years), or the days on which they are observed, and a floating day, a day of the employee's own choice, are guaranteed paid holidays for all employees, except those properly suspended or on furlough. Employees absent from work and receiving Workers' Compensation benefits on a holiday shall not be entitled to the holiday pay. On each such day each employee will be paid eight (8) hours at his regular rate without working, regardless of whether the holiday falls on a scheduled workday or on a regularly scheduled day off. Daily holiday pay for part-time bus operators shall be based on the average number of daily pay hours received during the preceding four complete work weeks.

(b) An employee who works on these days shall receive, in addition to the aforesaid eight (8) hours' pay, pay for all time worked with a minimum of sixteen (16) hours straight time pay. Part-time employees who work on holidays shall receive pay for all time worked, without a minimum, in addition to the aforesaid holiday pay.

(c) In order to qualify for the holiday allowance, employees must complete their assignments on their last scheduled workday preceding and their first scheduled workday following a holiday in addition to performing all of their assigned work on said holiday; provided that in determining for this purpose whether such assigned work has been performed, its non-performance by an employee will be excused if its non-performance was because of any of the following causes: jury duty, death in his immediate family, proven injury or illness, absence on Union business, military leave (for up to thirty (30) days), or any other absence with Authority approval; and provided further that an employee who performed service after a late report will be considered to have completed the assignment for purposes of this provision.

If any such holiday falls on a day during an employee's vacation, the employee shall receive in addition to his vacation pay, the eight (8) hours' holiday allowance for that day (or average pay hours as determined above in the case of part-time operators).

Employees who are scheduled to work on a holiday and desire to be excused from their assignment, may apply through the Authority's posted procedure for that holiday. The Authority will post a list of those employees to be excused forty-eight (48) hours (excluding Saturdays and Sundays) prior to the holiday. Those employees whose names do not appear on the excused list must be prepared to work as scheduled, unless otherwise notified.

(d) The Authority will establish the number of employees who may be off for a floating holiday on any given day. The employees will be entitled to use their floating holiday on a first come, first served basis up to the allotted number. If an employee has not used or designated his floating holiday by his birthday, as shown on the Authority's records, then he shall either be scheduled off on his birthday or be paid for such floating holiday. The eligibility period for the floating holiday runs from July 1 through June 30.

(e) All employees excused from working on a holiday shall be notified by 3:00 P.M. the preceding day or sooner for holidays observed on a day other than Monday. For holidays observed on Monday, such notification shall be provided on the preceding Friday.

Section 20 - Bereavement Leave

In the event of absence occasioned by death in the immediate family, an employee covered by this Agreement shall receive pay for not more than five (5) days of eight hours each, at the straight time rate; provided, however, that if the employee attends a funeral that is more than 150 miles from the employee's home of record, the employee shall receive pay for one (1) additional day of eight hours, at the straight time rate. For purposes of this provision immediate family means parent, or person who stands in place of the parent, child, adopted or foster child residing in the home, grandchild, spouse, parent of spouse, brother, sister, grandparents, brother-in-law, sister-in-law, Grandparent of spouse, any dependent relative domiciled in the employee's home, and a domestic partner as defined by the laws of the state where the employee resides; absence means absence on a scheduled workday. Additional unpaid leave shall be granted for the purpose of making funeral and other arrangements in connection with any death within the immediate family. In the event an employee has accrued vacation time available, the employee may also use one single day in the event of absence occasioned by death in the immediate family. Pay for part-time bus operators shall be based on the average number of daily pay hours received during the preceding four complete work weeks. Effective February 7, 2019, for part-time bus operators, bereavement pay shall be standardized to four (4) hours of leave under this section.

Section 21 - Uniforms, Work Clothes and Tools

(a) The Authority shall pay annually to each employee required by Authority rule or condition of work to wear uniforms to exclude depot clerks and operators, a uniform voucher in the amount of one hundred and fifty dollars (\$150.00). Lost vouchers will only be replaced within one year from the original date of issuance. This provision will become effective with respect to vouchers issued on or after January 1, 2000.

(b) The Authority shall provide each employee in those non-operating job classes in which employees are required by the Authority to wear prescribed work clothing three laundered sets of work clothes per week (work shirts, work pants or coveralls). These work clothes will contain an identifying patch. Employees will be required to wear the work clothes provided under this section. In addition to the above allowance, the Authority shall furnish at least one (1) snow suit as needed in foul weather for all maintenance employees who are assigned to work in inclement weather.

The Authority shall provide a one-time voucher in the amount of one hundred and fifty dollars (\$150) for work shoes for the life of this agreement for the identified positions below where the employee is an active employee at the time of ratification.

- All mechanics
- Cleaner
- Janitor
- Garage Clerk
- Inventory Parts Specialist
- Garage Fleet Servicer
- Storeroom Clerk

(c) The Authority shall pay on April 1 of each year a tool allowance of \$375.00 per year to an employee who is in a job classification that requires the employee to supply his own tools. The tool allowance shall not apply to an employee who is in a job classification that does not require the employee to have tools or an employee who draws all required tools from Authority stores. Incumbent employees in Garage Mechanic AA, Garage Mechanic A, and Garage Mechanic B jobs as of November 29, 1976, who are not in a job classification that requires the employee to supply his own tools but who have heretofore received the tool allowance, shall continue to receive the tool allowance so long as they continue in their present jobs. Their successors in these jobs (in which the Authority does not require purchase of tools) shall not receive the tool allowance. Employees newly hired or promoted into a classification (including TSP) eligible for the tool allowance shall receive, with their initial paycheck, a prorated tool allowance based upon the number of months between the point of hire or promotion and the next succeeding April 1.

The Authority will arrange for the storage of toolboxes in a locked or secure area when employees are off duty. When employees are assigned to a mobile maintenance crew and must transport their tools, the Authority shall arrange for the security of the tools on the vehicle by means of a lock box or other suitable means.

Annually each employee will provide the Authority with a complete tool inventory which will be verified and approved by the supervisor in charge of the facility. The annual inventory together with tools added during the year (which has been approved by the supervisor in charge of the facility) will be the basis of any subsequent claim for losses as the result of theft. The Authority will not be liable for tools lost due to theft in the event of employee negligence or for tools other than those required or approved by the Authority

and inventoried as provided above. Employees must notify the Authority when they remove their tools from the property. The Authority will not be liable for theft or the destruction of tools which are removed from the Authority's premises.

Employees newly hired on or after August 29, 2013, into classifications eligible for the tool allowance provided herein, shall be furnished, at the Authority's expense, all tools necessary to perform the work of their classification. Said employees shall not be eligible for the tool allowance. Additionally, incumbent employees may elect to be provided all necessary tools by the Authority in-lieu-of the tool allowance provided under this provision.

A union member will serve on the Technical Evaluation Team (TET) during the next RFP process. The union member(s) serving on the TET must complete training and any necessary Standards of Conduct certifications.

Section 22 - Work on Day Off

Any employee who works on a day off (except an employee working a beach trip as defined in Section 43 (e)) shall receive for such work time and one-half with a minimum of twelve (12) hours pay at the straight time rate. This minimum of twelve (12) hours pay shall not apply to operators doing charter, snow or regular route work. In order to be eligible for the overtime premium provided for in this provision, the employee must have completed all his assignments during his five (5) regularly scheduled workdays in that week, unless the failure to do so is due to any of the following causes: jury duty, death in his immediate family, proven injury or illness, absence on Union business or any other absence with Authority approval.

Section 23 - Wages

(a) The base rates in effect from November 1, 2024, through October 31, 2028, shall be as specified under the terms of the Memorandum of Understanding dated December 12, 2024.

(b) Effective as of the following dates, the Operator Rate in effect on November 1, 2024, shall be increased as follows:

0% effective November 1, 2024
3% effective November 1, 2025
3% effective November 1, 2026
3.5% effective November 1, 2027

In addition, all base rates, which are fixed to the Operator Rate shall be adjusted to reflect the increase in the Operator Rate.

(c) Effective as of the following dates, all base rates, other than those fixed to the Operator Rate shall be increased as follows:

- 0% effective November 1, 2024
- 3% effective November 1, 2025
- 3% effective November 1, 2026
- 3.5% effective November 1, 2027

The increases reflected in (b) and (c), above shall be compounded and wage rates shall be rounded to the fourth decimal place. The Authority may round the wage rate to the nearest full cent to accommodate the Authority’s payroll system, as in effect from time to time.

In the event the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, all Items as published and revised by the Bureau of Labor Statistics, U.S. Department of Labor, rises above the general wage increase from May to May, the additional percentage will be applied, capped at a 5.0% maximum adjustment per year, effective for contract years 2025, 2026, and 2027. Such increase, if any, shall be incorporated into the base rate and paid thereafter.

(d) Wage Restructuring

Cleaners hired by the Authority after November 1, 2020, shall have their base rate of pay set at 60 percent of the 7th year Operator Rate. Incumbents in the Cleaner classification shall have their rates protected and shall receive all future wage adjustments. All incumbent employees and new hires shall continue to be eligible for Longevity Progression

(e) Base wage rates for November 1, 2020, 2021, 2022 and 2023, are as follows:

November 1, 2020

1. Operating Job Classes

POSITION TITLE	11/01/20 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
FAREBOX PULLER* ^{2/}	90.0%
OPERATOR*	\$34.7279

2. Maintenance and Construction Job Classes ^{3/}

POSITION TITLE	11/01/20 RATE OR PERCENT OF OPERATOR RATE ^{1/}
CLEANER – Hired on or after October 6, 2020	60.0%
CLEANER* ^{4/}	78.0%
CLEANER-SHIFTER*	80.0%
JANITOR*	78.0%

GARAGE BODY LEAD MECHANIC ^{5/}	112.0%
GARAGE INSPECTION LEAD MECHANIC ^{5/}	112.0%
GARAGE HVAC LEAD MECHANIC ^{5/}	112.0%
GARAGE WHEELCHAIR LIFT MECHANIC ^{5/}	112.0%
GARAGE FLEET SERVICER AA ^{5/}	103.0%
GARAGE FLEET SERVICER A ^{5/}	100.0%
GARAGE FLEET SERVICER B ^{5/}	95.0%
GARAGE FLEET SERVICER C ^{5/}	90.0%
GARAGE FLEET SERVICER D ^{5/}	85.0%
GARAGE MECHANIC AA ^{5/}	112.0%
GARAGE MECHANIC A ^{5/}	104.0%
GARAGE MECHANIC B ^{5/}	102.5%
GARAGE MECHANIC C ^{5/}	100.0%
GARAGE MECHANIC D ^{5/}	90.0%

3. Division Clerks and Related Personnel Job Classes

POSITION TITLE	11/01/20 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
DEPOT CLERK	\$38.2748
GARAGE CLERK	104.0%
STOREROOM CLERK A	104.0%
STOREROOM CLERK AA	110.0%

November 1, 2021

1. Operating Job Classes

POSITION TITLE	11/01/21 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
FAREBOX PULLER* ^{2/}	90.0%
OPERATOR*	\$35.5859

2. Maintenance and Construction Job Classes ^{3/}

POSITION TITLE	11/01/21 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
CLEANER – Hired on or after October 6, 2020	60.0%
CLEANER* ^{4/}	78.0%
CLEANER-SHIFTER*	80.0%

JANITOR*	78.0%
GARAGE BODY LEAD MECHANIC ^{5/}	112.0%
GARAGE INSPECTION LEAD MECHANIC ^{5/}	112.0%
GARAGE HVAC LEAD MECHANIC ^{5/}	112.0%
GARAGE WHEELCHAIR LIFT MECHANIC ^{5/}	112.0%
GARAGE FLEET SERVICER AA ^{5/}	103.0%
GARAGE FLEET SERVICER A ^{5/}	100.0%
GARAGE FLEET SERVICER B ^{5/}	95.0%
GARAGE FLEET SERVICER C ^{5/}	90.0%
GARAGE FLEET SERVICER D ^{5/}	85.0%
GARAGE MECHANIC AA ^{5/}	112.0%
GARAGE MECHANIC A ^{5/}	104.0%
GARAGE MECHANIC B ^{5/}	102.5%
GARAGE MECHANIC C ^{5/}	100.0%
GARAGE MECHANIC D ^{5/}	90.0%

3. Division Clerks and Related Personnel Job Classes

POSITION TITLE	11/01/21 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
DEPOT CLERK	\$39.2316
GARAGE CLERK	104.0%
STOREROOM CLERK A	104.0%
STOREROOM CLERK AA	110.0%

November 1, 2022

1. Operating Job Classes

POSITION TITLE	11/01/22 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
FAREBOX PULLER* ^{2/}	90.0%
OPERATOR*	\$36.4755

2. Maintenance and Construction Job Classes ^{3/}

POSITION TITLE	11/01/22 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
CLEANER – Hired on or after October 6, 2020	60.0%
CLEANER* ^{4/}	78.0%
CLEANER-SHIFTER*	80.0%

JANITOR*	78.0%
GARAGE BODY LEAD MECHANIC ^{5/}	112.0%
GARAGE INSPECTION LEAD MECHANIC ^{5/}	112.0%
GARAGE HVAC LEAD MECHANIC ^{5/}	112.0%
GARAGE WHEELCHAIR LIFT MECHANIC ^{5/}	112.0%
GARAGE FLEET SERVICER AA ^{5/}	103.0%
GARAGE FLEET SERVICER A ^{5/}	100.0%
GARAGE FLEET SERVICER B ^{5/}	95.0%
GARAGE FLEET SERVICER C ^{5/}	90.0%
GARAGE FLEET SERVICER D ^{5/}	85.0%
GARAGE MECHANIC AA ^{5/}	112.0%
GARAGE MECHANIC A ^{5/}	104.0%
GARAGE MECHANIC B ^{5/}	102.5%
GARAGE MECHANIC C ^{5/}	100.0%
GARAGE MECHANIC D ^{5/}	90.0%

3. Division Clerks and Related Personnel Job Classes

POSITION TITLE	11/01/22 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
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DEPOT CLERK	\$40.2124
GARAGE CLERK	104.0%
STOREROOM CLERK A	104.0%
STOREROOM CLERK AA	110.0%

November 1, 2023

1. Operating Job Classes

POSITION TITLE	11/01/23 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
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FAREBOX PULLER* ^{2/}	90.0%
OPERATOR*	\$37.3874

2. Maintenance and Construction Job Classes ^{3/}

POSITION TITLE	11/01/23 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
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CLEANER – Hired on or after October 6, 2020	60.0%
CLEANER* ^{4/}	78.0%

CLEANER-SHIFTER*	80.0%
JANITOR*	78.0%
GARAGE BODY LEAD MECHANIC ^{5/}	112.0%
GARAGE INSPECTION LEAD MECHANIC ^{5/}	112.0%
GARAGE HVAC LEAD MECHANIC ^{5/}	112.0%
GARAGE WHEELCHAIR LIFT MECHANIC ^{5/}	112.0%
GARAGE FLEET SERVICER AA ^{5/}	103.0%
GARAGE FLEET SERVICER A ^{5/}	100.0%
GARAGE FLEET SERVICER B ^{5/}	95.0%
GARAGE FLEET SERVICER C ^{5/}	90.0%
GARAGE FLEET SERVICER D ^{5/}	85.0%
GARAGE MECHANIC AA ^{5/}	112.0%
GARAGE MECHANIC A ^{5/}	104.0%
GARAGE MECHANIC B ^{5/}	102.5%
GARAGE MECHANIC C ^{5/}	100.0%
GARAGE MECHANIC D ^{5/}	90.0%

3. Division Clerks and Related Personnel Job Classes

POSITION TITLE	11/01/23 BASE RATE OR PERCENT OF OPERATOR RATE ^{1/}
DEPOT CLERK	\$41.2177
GARAGE CLERK	104.0%
STOREROOM CLERK A	104.0%
STOREROOM CLERK AA	110.0%

* If the employee, during this progression period, transfers or is promoted to another job, he or she shall be credited with the time served in the job from which he or she has been promoted or transferred. The percentages shown shall be applied to the actual rate the employee would be paid were the employee beyond the progression period.

1/ Percentage relationships are shown only for those classifications where wage rates have been fixed to the operators' rate by negotiation or arbitration applicable in the 8th year of service and as that rate increases, these percentages apply accordingly.

2/ It is specifically understood that collecting and or Operators picking farebox pulling blocks.

3/ Specifically excluded are Specialty classifications created after 5/1/80 the rates for which shall be separately negotiated at the time they are created and filed.

4/ Classification applies only to new employees in the Cleaner classification will be given an opportunity to qualify in the Cleaner Shifter classification and will receive the higher rate when they qualify.

5/ Positions established as a result of the Bus Maintenance Restructuring Agreement, effective 2/24/2000.

(f) Progressions

1. Hiring Progression*

a) Effective November 1, 2020, all employees in the job class of Operator shall be subject to the following 72-month progression:

First 12 months	70% of the classification rate
Next 24 months	75% of the classification rate
Next 24 months	85% of the classification rate
Next 12 months	90% of the classification rate
After 72 months	100% of the classification rate

The above hiring progression will supersede all prior hiring progressions for the corresponding classification. There shall be no retroactive application of the revised Hiring Progression to any employee.

b) Effective November 1, 2020, all employees hired into "Maintenance" in the job classes of Janitor and Cleaner shall be subject to the following 72-month progression:

First 12 months	70% of the classification rate
Next 24 months	75% of the classification rate
Next 24 months	85% of the classification rate
Next 12 months	90% of the classification rate
After 72 months	100% of the classification rate

The above hiring progression will supersede all prior hiring progressions for the corresponding classification. There shall be no retroactive application of the revised Hiring Progression to any employee.

2. Longevity Progression

a) Employees hired on or after September 1, 1996, and before October 1, 1998, and who have completed the required years of continuous service as set forth below shall receive the applicable percentage increase applied to the employee's base wage rate (rounded to the fourth decimal place). Thereafter, such increases shall be effective beginning with the pay period in which the employee completes the required years of continuous service. The percentage increases are to be applied to the base wage rate applicable during the 6th year of service. (In other words, employees shall receive a 0.5% increase for

each year of completed years of service beginning after the 6th year up to a maximum of 7.5%)

REQUIRED NUMBER OF COMPLETED YEARS OF CONTINUOUS SERVICE	TOTAL PERCENTAGE INCREASE
6	0.5%
7	1.0%
8	1.5%
9	2.0%
10	2.5%
11	3.0%
12	3.5%
13	4.0%
14	4.5%
15	5.0%
16	5.5%
17	6.0%
18	6.5%
19	7.0%
20 or more	7.5%

- b) Employees who are newly hired on or after October 1, 1998, and who have completed the required years of continuous service as set forth below shall receive the applicable percentage increase applied to the base wage rate (rounded to the fourth decimal place). Such increases shall be effective beginning with the pay period in which the employee completes the required years of continuous service. The percentage increases are to be applied to the base wage rate applicable during the 8th year of service. (In other words, employees shall receive a 0.5% increase for each year of completed years of service beginning after the 8th completed year of service up to a maximum of 7.5%).

REQUIRED NUMBER OF COMPLETED YEARS OF CONTINUOUS SERVICE	TOTAL PERCENTAGE INCREASE
8	0.5%
9	1.0%
10	1.5%
11	2.0%
12	2.5%
13	3.0%
14	3.5%
15	4.0%
16	4.5%
17	5.0%
18	5.5%
19	6.0%
20	6.5%
21	7.0%

REQUIRED NUMBER OF COMPLETED YEARS OF CONTINUOUS SERVICE	TOTAL PERCENTAGE INCREASE
22 or more	7.5%

Section 24 - Pay Differentials

Employees shall be paid, in addition to the basic rates of pay set forth above, hourly differentials as follows; and such differentials shall also be added to the employee's regular rate of pay for the purpose of computing premium and penalty rates:

(a) Night Shift

1. Twenty-two (22) cents per hour on all runs known as "owl runs," for bus operators, for platform hours, plus report time, turn in time and travel time.

2. Twenty-two (22) cents per hour to all maintenance and construction employees working the regular second shift, and three (3) percent to all such employees working the regular third shift.

The regular second shift is that shift beginning at 3:30 P.M. and the regular third shift is that shift beginning at 11:30 P.M. With the exception of the regular shifts as stated herein the second shift differential shall apply to all hours worked after 4:00 P.M. but before 12 midnight. The third shift differential shall apply to all hours worked after 12 midnight but before 8:00 a.m.

3. All Depot Clerks working the midnight or "owl shift," in which the majority of the work hours fall between midnight and 8:00 a.m., shall be paid twenty-two (22) cents per hour per hour for all work performed on such shifts.

(b) Snow Work. Twenty (20) cents per hour in addition to the maximum operator's rate shall be paid to:

1. Any operator assigned to snowplows or sand truck work for all time from reporting until relieved. Meals will be furnished free to employees on such work when necessary. All time spent in such work shall be counted in determining overtime and spread time.

2. Employees in the Mechanical and Bus Garage Divisions assigned, during snow emergency, to operate snowplows and sand spreaders, or who are sent out on the streets to install or remove tire chains on buses in service.

(c) Instruction

1. Seventy-five (75) cents per hour for bus operators while working as platform (including no passenger) instructors; but such differential shall not be paid for travel time or for swings of one (1) hour or less. Effective February 7, 2019, a premium of three dollars (\$3.00) per hour for bus operators while working as Line Platform (including "no

passenger”) Instructors; but such differential shall not be paid for travel time for swings of one (1) hour or less.

2. A Depot Clerk instructing a Depot Clerk trainee shall receive fifty (50) cents per hour in addition to his/her regular rate of pay.

(d) Guides and lecturers, one dollar (\$1.00) per hour in addition to the maximum operator's rate.

(e) Farebox Puller Rate, effective May 1, 1989, shall be increased to 90% of the top operators' rate. Manifest handling shall be included among normal duties of Farebox Puller or Operator picking farebox pulling block.

(f) Lead Personnel

1. Garage Mechanic AA Lead in the maintenance and construction departments, two percent (2%) per hour above their regular rates of pay.

2. A Garage Mechanic who is the shift Lead on any shift shall be paid two percent (2%) per hour above the employee's regular rate. All shift Leads shall be Garage Mechanic AA.

3. Lead assignments.

a. The Authority shall determine the number of regular lead positions on each shift. Having determined the number of regular lead positions, the Authority shall post such positions coincident with each regular pick established under Section 49(i).

b. Regular lead positions shall be bid for and filled in order of seniority among the lead-qualified employees within the applicable classification. The successful bidder will hold the regular lead position for the duration of the pick period.

c. Notwithstanding the above, all employees rated A or below holding regular lead status as of July 1, 1983, shall continue to hold such positions.

d. In addition to regular lead positions, the Authority may retain temporary leads who shall substitute for regular leads who are temporarily absent due to injury or illness, vacation, substituting for supervisors, etc. Temporary lead assignments shall be filled in order of seniority among the lead-qualified employees on the shift and in the applicable classification; provided, however, that temporary lead assignments exceeding four weeks shall be posted for bid as provided in paragraph (b) herein above.

(g) The basis for pay for holidays, vacations and other paid leave shall include the lead differential for regular leads but shall be excluded for temporary leads.

(h) Bookman. The Depot Clerk acting as Bookman at each Division shall receive forty (40) cents an hour in addition to the basic rate of pay of Depot Clerks.

(i) Unit Truck. A Stock Clerk who has the responsibility of driving the unit truck shall be paid ten (10) cents per hour above his regular rate.

(j) Automatic Upgrading. Employees classified as Storeroom Clerk B shall be automatically upgraded to Clerk A after the completion of six (6) months' service as Storeroom Clerk B.

(k) Performing Work in a Higher Classification. When employees in a lower classification are assigned for a period of two (2) hours or more to replace employees in a higher classification, including a classification outside the scope of the bargaining unit defined in this Agreement, they shall receive the rate of pay applicable to such higher classification, it being understood; however, that this does not apply to them while learning, under instructions, to perform work in a higher classification. Any employee who relieves a supervisor for a period of two (2) hours or more shall receive pay at the supervisor's rate for the number of hours assigned to perform such relief.

(l) Tow truck. Employees assigned to operate a tow truck shall receive a two (2) percent differential above the employee's regular rate for all time involved in operating a tow truck.

Section 25 - Records to Be Furnished Employees

At least once each year, employees to whom this Agreement applies will be furnished a statement showing total earnings, accumulated vacation, accumulated sick leave.

Section 26 - Educational Assistance

The Authority shall provide reimbursement for tuition, textbooks and laboratory fees for all bargaining unit employees who satisfactorily complete educational courses related to their employment and approved in advance by their office director, under the following terms:

(a) If the course relates directly to the employee's present job function and will enhance the employee's ability to perform his/her 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/her currently assigned duties or his/her 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 WMATA Board and will be allocated on a first come-first served basis. To the

extent there are conflicts over funding requests, employees pursuing a continuing course of study will be granted preference for available funds.

Section 27 - Americans with Disabilities Act

The Parties agree to comply with the legal requirements of Title I of the American with Disabilities Act.

Section 28 - Flexible Spending Account, Deferred Compensation and Direct Deposit

(a) A flexible spending account as provided by the IRS code will be established as soon as practicable to provide reimbursement to participating employees. This plan will be administered in full compliance with IRS rules and regulations. Employees electing to participate will determine the level of their participation up to the IRS prescribed maximum and will have their earnings reduced accordingly to fund their account.

(b) The Authority shall establish an IRS Section 457 Deferred Compensation Program designed and administered in full compliance with IRS rules and regulations. Employees electing to participate in this program will determine the amount of their contributions and select their investment funds from a program that offers diverse investment options.

(c) Direct Deposit

Employees have all wages directly deposited into the employee's account at a bank, credit union or similar financial institution that accepts direct deposits of funds from the Authority to which payroll wages will be deposited by the financial institution handling the Authority's payroll. The employee shall receive a weekly non-negotiable payroll facsimile check indicating earnings, deductions, etc. for the pay period. 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 a direct deposit account.

Effective November 1, 2020, all new hires are required to utilize direct deposit accounts for all wages earned, unless there are extenuating circumstances to demonstrate why they cannot utilize direct deposit in which case the employee may elect to opt out upon written request.

Section 29 - Assignment/Shift Swaps Pilot

Section 29 will be removed from the CBA, and the program will be managed under a separate policy. The program will include that the Parties will meet and confer on the program parameters to satisfy the terms of the Fair Labor Standards Act (FLSA), and the electronic protocols for administration of the program once established. Additionally, the Parties will meet and confer every six (6) months to review and discuss the progress of the Pilot Program, addressing any implementation issues or operational challenges that may arise, and to make decisions about whether and how to revise, modify or discontinue the program.

OPERATING EMPLOYEES

Section 30 - Schedule Making

The cooperation of employees in making schedules will be welcomed. All schedules will be made with the aim of furnishing the best possible working conditions for the employees consistent with economical operation and traffic demands.

Section 31 - Schedules

(a) In pursuance of the above objective, it is agreed that at least twenty-three (23) days prior to the effective date of any new schedule or major change in schedule the Union will be notified to this effect and will forthwith appoint a committee known as Schedule Committee consisting of three (3) employees. The Committee shall have opportunity to examine any proposed new schedule or major change in schedule. The Authority shall submit the proposed schedule to the Union three (3) days prior to the schedule meeting. After the schedule meeting within a period of not more than two (2) days, the Schedule Committee shall, either express its approval or offer changes consistent with paragraph (a). If, after two (2) days' conference, the Schedule Committee cannot reach an agreement with the Office of Operations Planning & Administrative Support (OPAS) concerning proposed changes, the matter may be taken up with the General Superintendent of Transportation for review and decision. Following such decision, or in the absence of any suggestion by the Committee, or after agreement between the Committee and the OPAS office as to changes, the proposed new schedule or changed schedule shall be posted and picked in accordance with paragraph (c). Any further complaints respecting schedules shall be made and considered by and through the officers of the Authority and the Union after schedules have been picked and worked, and shall thereafter be subject to the provisions of this Agreement, with regard to the arbitration of unsettled questions and grievances arising during the life of the Agreement.

(b) In the event differences between the Union's Schedule Committee and the Office of Transportation cannot be reconciled after review and decision by the Director of Transportation of the Authority, a demonstration shall be undertaken under the direction of the Office of Transportation after the schedule has been in operation seven (7) days to show whether or not such schedules are workable under the rules of the Office of Transportation and the traffic rules and regulations of the jurisdiction involved. Adjustments shall be made in such schedules in accordance with the results of the demonstration and it is agreed that such adjustments shall be started within thirty (30) days after the demonstration. A similar procedure shall be followed as to any existing schedule concerning what the Union may complain and demonstrate that because of major changes in operating conditions which have arisen since the schedule in question was instituted, the schedule has become unworkable. Employees serving on such Schedule Committee will be paid for time lost, or, if no time is lost, the actual time spent on such conferences.

(c) Every new schedule shall be posted in the division for no less than three (3) days prior to being picked and a minimum of seventeen (17) days will be allowed for picking;

provided, that changes of a minor nature will be carried out as outlined in paragraph (d) of this section.

The Authority will, immediately prior to each regular or special pick, provide and post at the Division an up-to-date Headway Book/Books showing for each block of each run the running time and time points and for each trip, arrival and leaving time. For each schedule change after the original posting, the Authority will furnish to the designated Shop Steward at the Division a schedule change sheet. It shall be the responsibility of the designated Shop Steward to record such changes in the Headway Book. A notice to the foregoing effect will be posted with each Headway Book.

(d) Any change as to pay or schedule of any run amounting to fifteen (15) minutes or more, or any change in the route or line of any trip of any run, or any change in regular assignment or work location shall entitle the employee holding such run or assignment, to a bump-down as promptly as practicable; provided, that under the conditions above outlined, notice will be posted on the board that said assignment(s) or run(s) have been changed and are open for bump-up; if the employee holding said run or assignment desires to retain it, and no senior employee makes application, it shall be retained by him without written application.

(e) In case any employee is off indefinitely over thirty (30) days, the following procedure will be applied:

1. For the first ten (10) days of absence the run of the absent employee will be rotated on the extra board.

2. If the absent employee has not returned to duty after ten days of absence, his run will be given out for a hold-down for the next twenty (20) days of absence.

3. If after this period of time, thirty (30) days, the employee has not returned to his normal duties, his run shall be advertised to the division and shall be performed by the division until such time as the next general division pick shall occur, at which time the run shall be advertised to the Division.

4. Upon returning to duty after a period of thirty (30) calendar days has elapsed and prior to the time the employee's run has been advertised to the Division, the returning employee shall bump in at the Division in accordance with seniority. Upon returning to duty after a period of thirty (30) calendar days has elapsed and providing the employee's run has been advertised to the Division, the returning employee may then elect to bump in the Division in accordance with seniority. It is understood that in either case during the interim period between the starting and completion date of the bump down the employee will be assigned to the extra board or to an open run in accordance with seniority at the Division. Notwithstanding the foregoing, if the employee returns to duty within forty-five (45) days prior to a general Division pick, then upon returning to duty after a period of thirty (30) calendar days has elapsed and providing the employee's run has been advertised to the Division, the returning employee will be assigned to the extra board or

to an open run in accordance with seniority until such time as the next general Division pick shall occur.

5. Operating employees who have been absent due to illness or injury and are physically unable to return to their normal duties within a period of thirty (30) calendar days from the last date worked will be considered as inactive employees.

(f) Subject to other provisions in this contract, extra men shall have preference of hold-downs according to seniority, as they come open, and number of hold-downs shall be determined by the prevailing conditions in each Division; and further, a run to be given out as a hold-down shall be given out within ten (10) days from the date it was open.

Section 32 - Schedules (Division), Extra Board, Bump Down

(a) The regular runs shall be selected by the operators at the time of each regular pick of runs, in accordance with their seniority so that the operator having the greatest seniority shall have the first pick of a regular run. There shall be three (3) picks per year and such picks shall be held in the months of September, December and June. At management's discretion, a fourth pick will be held in March and the union will be notified at least 60-days in advance. Any pick will be posted electronically at least one (1) week and up to three (3) weeks before the effective date. Run picks shall be frozen until the next pick. Any change in the content of a run will require a new pick to be posted electronically for one (1) week if so, requested by the Business Agent within three (3) days exclusive of Saturdays, Sundays, and holidays, starting with the effective date of such change.

In the event an employee fails to exercise his or her right to select vacation within 72 hours from the official notice of the individual's right to pick, the employee designated by the Union to assist in the general pick shall select the individual's vacation on behalf of the affected employee. It is understood that prior to the 72-hour point, the management shall assume the full responsibility for vacation selection procedures.

(b) For any new run or open regular runs after any pick, the senior operator on the Extra Board shall be given the opportunity of selecting the run which he/she shall hold-down until the run is advertised and filled which should be not later than the 31st day after it was received at the Division or became open. In the event the senior operator does not take the assignment, the next operator on the Extra Board shall be afforded the opportunity and so on down the Board until each operator thereon has had privilege selecting each run.

(c) Absence of an operator of a picked run for one week or more due to illness or injury will be handled in accordance with Section 30 (e). All other absences, excluding vacations, will be handled as follows: Said run shall be operated by the senior available operator on the extra board for the first thirty (30) days pending the regular operator's return to his/her employment. In those circumstances the extra operators operating said run shall not entitle the operators to a new pick. However, should the regular operator be absent for more than thirty (30) days, the run shall be posted for pick within the Landover

Bus Division by seniority. Runs regularly operated by employees who are on vacation will be operated by extra board employees for the duration of the vacation period.

(d) In the event an employee fails to exercise his or her right to bump within 72 hours from the official notice of the individual's bumping right, the employee designated by the Union to assist in the general pick shall select the assignment on behalf of the affected employee. It is understood that prior to the 72-hour point, the management shall assume the full responsibility for bump down procedures.

e) An extra operator who has been marked up to operate a full run may be required to operate a different assignment provided it is comparable in terms of time frame (i.e., early, mid-day or late) and basic structure (i.e., straight or split) to the original assignment. Operators assigned such runs shall receive, in addition to the pay for work performed, in accordance with the applicable provisions of the contract, one (1) hour penalty pay at straight time. This penalty shall not apply when extra operators perform work in addition to the run for which they have been marked up nor in the operation of charter services. Extra operators who have been marked up to operate an assignment other than a run may be required to operate a different assignment but only upon reasonable notice.

Section 32(a) - Training Pay

(a) Employees shall be compensated at the applicable rate of pay for all time spent in training required under the following circumstances:

1. Initial training in connection with bumping or transferring into a classification. For which the employee is not currently qualified.
2. Return to duty from a medical leave of absence, provided that when medically Appropriate employees receiving workers' compensation may be required to commence refresher training prior to being medically certified for return to duty.
3. Training in connection with the elimination of runs and the application of Subsection 32(b); and

(b) Regular operators who have selected a run may be required to report for periodic retraining or special training. Where such training is in lieu of the regular day's work assignment, such employees will receive their regular run pay, or eight (8) hours pay, whichever is greater. If the training schedule requires reporting for training more than three (3) hours deviation from the Employee's normal reporting time, the employee shall be entitled to one (1) hour penalty pay at the straight time rate.

(c) The training required in connection with Subsection 32(c) dealing with bidding or bumping into new or vacant runs shall not be paid by the Authority except as provided for herein.

Section 33 - Schedule Rules

(a) Schedules will be made with the maximum of straight runs consistent with operating conditions. A straight run is one that pays straight through from the time the operator begins the run to the time he/she is relieved from duty.

(b) Effective with the fall schedules 1974, or as soon thereafter as possible, schedules shall provide straight runs equal in number to fifty-seven and one-half percent (57-1/2%) of all regular runs; and on Saturday schedules, equal to eighty percent (80%) of regular Saturday runs. All regular runs on Sunday schedules shall be straight runs.

(c) On regular weekday and Saturday schedules, as well as on Sunday schedules, no regularly assigned run shall pay less than eight (8) hours' time.

(d) Whenever it can be shown that scheduled pieces of work can be coupled together to contain seven (7) hours of platform time or more, it shall be done and such runs as well as single scheduled pieces of work of seven (7) hours or more, shall pay not less than eight (8) hours' time; provided however, that this shall not be construed as requiring the Authority to split up coupled runs totaling eight (8) hours or more; and provided further, that such work will be incorporated into regular runs and put up for pick or bump down within thirty (30) days.

(e) Intervening scheduled time between a run and extra work or a combination of either or both, shall be paid for at straight time rate, if it is one (1) hour or less.

(f) No trip or movement of a vehicle shall pay less than one (1) hours' time. No scheduled tripper shall pay less than two (2) hours' time, except that, when worked under overtime conditions, no scheduled tripper shall pay less than three (3) hours' time including overtime payment.

(g) No run shall have more than one (1) unpaid for period intervening between pieces of work, and intervening periods of one (1) hour or less shall be paid for.

(h) If an operator has reported for and begun his/her run, the operator shall be paid full time for that run even if it is not completed; provided, the failure to complete the run as scheduled is due to causes for which he/she is in no way responsible; and provided, work on the same day giving equal or greater pay has not been offered him/her within hours approximating those lost.

(i) All schedules for operators shall be made with a minimum allowance of twenty (20) minutes for meal trips. If, on account of delays to traffic, the meal layover is interfered with, every reasonable effort will be made to provide suitable time for meals on subsequent trips; provided, that no portion of a run containing five and three-quarters (5-3/4) hours' continuous platform time will be scheduled without a meal relief.

(j) No regular operator shall be ordered to perform extra duty at any time when there is an extra operator available, and no part-time employee shall be permitted, at any time, to operate a regular run when there is an extra operator available.

(k) All operators shall have two (2) days off in seven (7) as their assigned days off, and they shall be consecutive assigned days off, except where the Authority can demonstrate, prior to the time a new schedule is posted, that, because of the low level of Sunday work, providing consecutive days off to a particular operator would require breaking up a run and assigning it to the extra board. Where an operator changes runs through which s/he may gain or lose a day, this provision will not prevail. Beginning with the June 1987, schedule pick, the Authority will reduce the number of runs that have split assigned days off from 14 to 8. It is further understood that the Authority will make every effort to reduce the number of runs that have split assigned days off. The Authority shall have the sole and exclusive right to determine the type and character of the schedule to be operated on any given holiday.

(l) Bus change-offs by operators can become part of the regular scheduled runs provided that the detention slips give proper notice of the alleged condition of the crippled bus. An operator shall not be directed or expected to operate a bus that has been crippled for alleged safety malfunctions until or unless it has been okayed by a mechanic. It being further understood that regular full-time operators will no longer be assigned as directed (X-block) assignments.

Section 34 - Part-Time Bus Employees

(a) Part-time Bus Operators - Effective July 1, 1996, the Authority may hire part-time Bus Operators under the following terms.

1. Hiring Maximum -- Effective the date of this Agreement, the Authority will be permitted to hire part-time operators at ten percent (10%) of the number of active full-time employees in the classification, exclusive of the existing grand-fathered part-timers.

New hire part-timers shall be covered under all contract provisions applicable to full-time operating employees except as specified otherwise herein. New hire part-timers shall receive the applicable rate (i.e., subject to progression) for all hours worked (platform plus report and turn-in) but shall not otherwise be eligible for time or pay guarantees or for penalty or premium pay provisions. New hire part-timers shall receive all benefits applicable to full-time employees calculated on a prorated basis as set forth elsewhere in this Agreement.

Newly hired part-time bus operators shall receive the standard uniform allowance, free transportation, and payment for court appearances and allowances in the same manner as provided to full-time employees. In addition, part-time operators shall receive the following pro-rated benefits subject to the terms and provisions set forth elsewhere in this Agreement: vacation, sick leave, holidays, pension, bereavement leave, life insurance and Health and Welfare Benefits as provided for in the Teamsters Local 922 Employers Health Plan Trust Booklet (Class II Level of Benefits).

2. Eligibility -- Part-time employees may consist of new hires, active employees who are eligible for a normal or early retirement benefit under the 922 pension

plan, or retirees. Retirees returning to part-time employment will have a seniority date equal to the date of rehire.

3. Seniority -- Seniority for pensioned part-timers shall be equal to that attained at the time of retirement measured from date of hire. Seniority shall apply in the event of layoff. Newly hired part-timers will accrue seniority from the date of hire.

4. Layoff -- In the event of a reduction in workforce, operators shall be laid off in strict inverse seniority order from a seniority list (one for each classification), composed of both part-time and full-time employees integrated by date of hire. No full-time employee on the payroll as of May 1, 1995, will be converted to part-time status in order to avoid layoff.

5. Compensation: -- Except as specified otherwise herein, pensioned part-timers shall be covered only by Sections 1 through 14 of the Agreement. Pensioned part-timers shall be paid the maximum hourly rate applicable to the classification (including longevity) for all hours worked (platform plus report and turn-in) and shall receive the same health and welfare coverage as other retired employees, the full uniform allowance, a four-week unpaid vacation, and required statutory benefits.

6. Work Limits: All part-timers (new hires or pensioned) may work multiple scheduled assignments limited to thirty-five (35) total hours per week.

(b) Part-Time Maintenance Employees

Effective May 1, 2002, the Authority may hire part-time employees in the Maintenance Department under the following terms.

1. Hiring Maximum - The number of part-time employees shall not exceed four (4).

2. Eligibility - Part-time employees shall be recruited from the active employee workforce in any Local 922 represented classification who are eligible for a normal or early retirement benefit under the Local 922 pension plan, and who are qualified to perform the work. New hires will be recruited from outside the bargaining unit after it is determined that there are no available retirees.

3. Compensation - Except as specified otherwise herein, pensioned part-timers shall be covered only by Sections 1 through 14 of the Agreement. Pensioned part-timers shall be paid the maximum hourly rate applicable to the classification (including longevity) for all hours worked and shall receive the same health and welfare coverage as other retired employees, the work clothes required under Section 21(b), a four-week (4) unpaid vacation, and required statutory benefits.

4. Work Limits - Part-time employees in the Maintenance Department may work up to twenty (20) pay hours per week.

5. Seniority - All part-time employees in the Maintenance Department will accrue seniority within the Maintenance Department in the same manner as full-time employees.

Section 35 - Travel Time

The following types of travel time will be allowed:

- (a) When an operator in beginning a day's work, is required to go from the home station to begin the movement of a bus at some distant point;
- (b) When an operator is required to go from a point where he completes one (1) movement of a bus to another point to begin another movement of a bus;
- (c) When an operator is required to go from a point where he completes a movement of a bus to his home station to turn in at the end of his day's work;
- (d) When an operator completes the movement of a vehicle at a storage point away from the home station and is required to return to such storage point to begin another movement of a vehicle, travel time will be allowed, in both directions, between storage point and the home station.

Provided, that in no case shall travel time be allowed in excess of swing time, and

Provided further, that travel time covered by paragraph (d) will not be paid to part-time employees.

Where an operator completes his assignment and is required to travel to a Division office to turn in, there will be included in the travel time the time required to walk to the Division office from the last vehicle on which he travels.

Travel time shall be computed on the basis of scheduled running time between the points by the most direct bus routes, plus half the scheduled headway at the initial point and at transfer points.

Section 36 - Overtime

Overtime at the rate of time and one-half shall be paid:

- (a) For all platform time plus report time, turn-in time, and travel time in excess of eight (8) hours on any one (1) work day and in excess of forty (40) hours per week; provided, that overtime worked in any one (1) day shall not be counted again in computing overtime on the weekly basis; provided, however, that late-ins of less than fifteen (15) minutes shall not be included for the purpose of this overtime computation.
- (b) For all platform work plus report time, turn-in time, and travel time or such work required by the Street or Division Supervisory force and utility work, before or after

working a regular run or during a swing on the same day, except that this will not apply to men coming under the provisions of Section 36(a)(2); provided, however, that late-ins of less than fifteen (15) minutes shall not be included for the purpose of this overtime computation.

(c) For all platform time, plus report time, turn-in time, and travel time performed by an employee on his regular assigned days off.

(d) Where a swing run has scheduled platform time plus report time, turn-in time, and travel time exceeding eight (8) hours overtime shall be figured on that basis, and added to the pay time in excess of eight (8) hours.

(e) For all time worked by a full-time Authority employee as a part-time operator for all platform time, plus report time, turn-in time, and travel time before or after completing his regular duties (whether or not such regular duties are covered by this Agreement), and for all such work performed on his day or days off from his normal job, provided he has completed his full tour of duty on his regular job for the preceding regular work week.

(f) Operating employees shall be paid at the rate of double the employee's basic rate for actual time worked on the seventh (7th) consecutive workday in any one workweek (provided the employees have performed work on all their regularly scheduled workdays in that week, unless the failure to do so is due to any of the following causes: jury duty; death in the immediate family; proven injury or illness; absence on Union Business; or, any other absence with Authority approval).

Section 37 - Spread Penalty Pay

(a) Spread penalty pay of additional half-time shall be paid:

1. For all platform work plus report time, turnin time, and travel time beyond a spread of ten (10) hours in case of swing runs. This spread time allowance shall be paid in addition to all other straight time payments, overtime payments and allowances to make the minimum day as required by other sections of this Agreement; provided, however, that lateins of less than fifteen (15) minutes shall not be included for the purpose of this spread time computation.

2. To men who stand extra and also work a run or a tripper or a combination of either or both for standing extra and platform time, plus turn-in time, and travel time at the end of the day's work beyond a spread of ten (10) hours.

3. To extra employees assigned to perform work other than a regular run or standing extra, for all platform time, plus report time, turn-in time and travel time beyond a spread of eleven and one-half (11-1/2) hours.

(b) Spread penalty pay at the rate of additional halftime shall be paid for all platform work plus report time, turn in time, and travel time beyond a spread of eleven and one-half (11-1/2) hours in case of swing runs. This spread time allowance shall be paid in

addition to all other straight time payments, spread time payments, overtime payments and allowances to make the minimum day as required by other sections of this Agreement; provided, however, that late ins of less than fifteen (15) minutes shall not be included for the purpose of this premium pay calculation.

Section 38 - Extra Work

(a) All operators required or who have agreed to report or stand extra shall be paid full time from the time they report until put to work or relieved, it being understood that operators standing extra may be required to do work in the Division falling within, but not below, their qualifications; provided, that no report shall pay less than two (2) hours. Any employee who is assigned extra or protective duty shall remain extra until he catches and completes a run or is released from duty and shall be paid straight through from the time he reports until he begins his run in addition to pay for the run and all other work performed. The first extra operator shall be the first extra operator to be released from duty.

(b) All extra operators shall be guaranteed a minimum of eight (8) hours' pay per day and forty (40) hours' pay per week, at their regular rates of pay, for a week of five (5) consecutive days, not including their assigned days off, provided such employee makes and completes all reports required of him subject to legal restriction. Any operator missing, or absent on account of illness, leave of absence, or under suspension, shall forfeit the 8-hour minimum guarantee for each day on which he misses or is absent, and one (1) day's proportion of said weekly guarantee. Operators earning more than the guaranteed minimum on any day shall receive in full the amount they earn on that day. It is understood that this section does not apply to part-time operators.

(c) Any report for extra duty by an operator shall be paid at least one (1) hours' time.

(d) When a day extra operator works after 8:00 p.m., except in the case of swing runs, he shall be paid overtime for such work after 8:00 p.m., in addition to pay for all other work or guarantee. Said guarantee shall be considered earned by 8:00 p.m.

(e) When a night extra operator works before 10:00 a.m., he shall be paid overtime for such work before 10:00 a.m., in addition to pay for all other work or guarantee. Said guarantee shall be considered earned between 10:00 A.M. and the turn-in time of the latest late straight run.

(f) The rules of the rotation of the Extra Board shall be posted and distributed to all employees.

Section 39 - Regular Operators Who Work Extra

(a) There shall, in the absence of circumstances making posting impossible, be posted in each Division a slate containing the names and assignments of regular operators who have volunteered for extra work.

(b) When regular runs are posted for pick the Authority may also post a list of trippers at the Division. In the event such a list is posted at a Division, each regular operator will be permitted, in seniority order, to select a tripper or trippers which can be worked together with the run selected by him, without violation of Section 40 of this Agreement. It is understood that selection of biddable trippers is strictly voluntary. It is further understood that trippers signed up for by regular operators will be subject to change or cancellation depending on the demands for service. A regular operator will be required to operate the tripper which he selected under this provision. Failure to operate a tripper which has been bid under this provision will subject the operator to appropriate disciplinary action and he/she shall remain responsible for his/her tripper for the balance of the pick period. It is further understood that trippers signed up for by regular employees will not be subject to change or transfer to other employees and that once an operator selects a tripper, the operator is guaranteed the pay of the tripper for the duration of the pick period unless the service is eliminated.

An operator who completes a regular run and a tripper under this provision will be paid at the rate of time and one-half for the actual time in the tripper in addition to the pay of his run. No other penalties or guarantees will apply to a bid tripper worked under this provision.

This provision shall be effective with the date of the next pick following the date of this Agreement, and for the term of the Agreement commencing May 1, 1992. It is agreed that the Authority will not post for bid under this provision more than fifty percent (50%) of the A.M. trippers or more than fifty percent (50%) of the P.M. trippers at any Division.

Section 40 - Extra List

The Authority agrees to make every reasonable effort to keep a sufficient number of extra employees on the extra list in each division to reasonably assure the regular operators against extra duty, and when it can be shown that this is not being done the Authority agrees to remedy conditions at the earliest possible time.

Section 41 - Hours of Daily Rest

All employees shall be given an opportunity to have not less than ten (10) hours of continuous rest once in each twenty-four (24) consecutive hours and no more than fourteen (14) hours of total duty time.

Section 42 - Rest Room Facilities

Rest room facilities shall be provided on all bus and rail lines wherever practicable.

Section 43 - Report and Turn-In Pay

(a) Operators will receive an allowance of ten (10) minutes to make out any report except detention reports; provided however, that employees are to be allowed thirty (30) minutes' pay for making out accident and occurrence reports.

(b) All operators shall receive ten (10) minutes preparatory time at the beginning of their runs or trippers. If an employee is required to turn in receipts at the end of this day's work, he shall receive a total of ten (10) minutes for turn-in.

Section 44 - Lecture and Non-Lecture Charter Work and Beach Trips

(a) Lecture Charter work shall include all work designated by the Authority as requiring Guide or Lecturing Service by the operator. Work requiring Guide or Lecturing Service by the operator shall be designated by the Authority as Lecture Charter work prior to the time such work begins. In the absence of such prior designation, no operator shall be required to perform as a Guide or Lecturer. Work designated as Lecture Charter work shall include all transfers or movements, or periods on duty, which are a part of the Lecture Charter program, even though no lecturing is required on such transfers, movements or periods on duty. Glen Echo trips and Boat trips shall not be considered Lecture Charter work. If a Guide or Lecturer holds a regular run and is taken from the run to do Lecture Charter work, he will receive at least the amount which he would otherwise earn by working his run. If in this connection he is required to work a tripper, it will be with the understanding that the tripper gets off at a relatively reasonable hour as compared with the off-time of the run. Lecture and Non-Lecture Charter work shall be subject to the provisions of Sections 35 and 36 wherever applicable.

(b) Lecture and Non-Lecture Charter work shall rotate among men qualified for such work, insofar as possible. Charter or Sightseeing work, which requires specialized training, shall be given only to operators qualified now or hereafter after an instruction period.

(c) Effective April 1, 1975, all Lecture and Non-Lecture Charter work shall be assigned on the following basis. Work in each division shall be assigned in the following order:

1. Lecture work will be assigned to qualified lecturers/operators in the numerical sequence of the Charter Service Order as their names appear on the Charter board, following the rules of rotation as observed by the regular extra board.

2. Non-Lecture work will then be assigned to qualified ICC charter men and lecturers/operators in the numerical sequence of the Charter Service Order as their names appear on the Charter board following the rules of rotation as observed by the regular extra board.

3. This procedure will not be departed from except when the pairing of pieces of work is required pursuant to Section 32(d) above.

4. Requests for specific operators by the charter customer transmitted to the divisions as a typewritten entry on the Charter Service Order by the Office of Marketing shall be honored. In the event the requested operator is not available, the division will use normal rotation procedures to select another operator. Alterations of typewritten requests for specific operators must be initialed by the clerk responsible for the change

after receiving instructions from the Office of Marketing. Lists of operators requested by travel agencies shall be provided to the Union.

5. When an operator will not be available for an assignment, he must notify his superintendent not less than five (5) working days in advance. Refusals to operate assigned charter work other than on assigned days may result in suspension of charter privileges.

(d) Charter operators will be provided with overnight and other travel expenses as required by WMATA's current tariff.

(e) Beach trips, defined as charter trips to a point in the Chesapeake Bay Beach area not farther than 75 miles from the garage from which dispatched, shall be paid for at straight time notwithstanding that such work is performed on the operator's assigned day off. Time and one-half shall be paid for all time in excess of eight (8) hours on any one (1) work day and in excess of forty (40) hours per week on such Beach trips. No operator may work a Beach trip on more than one (1) assigned day off in any one (1) week.

(f) Regular race track service assignments are to be picked by seniority, from the list of qualified Lecture and Non-Lecture Charter operators, and only those bona fide requests for a particular operator from the tour representative or the person contracting such work will be recognized.

(g) Upon completion of the probationary period, an operating employee shall be given the opportunity to qualify for an ICC license, and the Authority will provide the required medical examination without charge to the employee.

As soon as possible, training courses for lecturers/operators and over-the-road ICC operators will be initiated. Any operator with two (2) years or more seniority is eligible for either training program.

NON-OPERATING EMPLOYEES

Section 45 - Seniority Separate seniority lists in the Landover Bus Division for operators and maintenance employees shall be kept and posted by the Authority every month.

(b) Seniority in the Landover Bus Division shall prevail in bidding for runs, days off, vacations, layoff, recall and shift work but that qualifications of non-operating employees shall be controlling when the exercise of seniority necessitates the transfer of employees to classifications requiring different skills.

(c) Wherever hereinafter provisions of the transfer or promotion of nonoperating employees refer to fitness and ability the provision shall include the statement in determining an employee's fitness and ability, consideration will be given to examination results, work record, job performance and demonstrated ability.

Section 46 - Work by Supervisors

Supervisors in non-operating departments shall not perform any manual or mechanical work other than such work as may be necessary in instructing employees or testing machines or mechanical equipment.

Section 47 - Work Outside of Regular Shift

Any employee in the non-operating department who performs work immediately before or immediately after his regular or assigned shift shall be paid time and one-half for such work, provided he was available for his full regular shift. Any employee who performs work not connected immediately before or after his regular or assigned shift shall be paid time and one-half for such work, and any such report or work shall pay a minimum of five (5) hours' pay time. This minimum guarantee shall be in addition to the eight (8) hours daily and forty (40) hours weekly or other such guarantee.

Section 48 - Temporary Shift Changes

Any employee in the non-operating department who is requested by the Authority between annual picks to change his shift for a temporary period, shall be paid a premium of fifty (50) cents per hour, effective November 1, 2006, for all time on duty during the period of such voluntary temporary transfer.

Section 49 - Regular Shift

There shall not be more than five (5) shifts in the nonoperating district, each of eight and one-half $\frac{1}{2}$ hours including a one-half ($\frac{1}{2}$) hour unpaid meal relief. The three (3) basic shifts shall be established from 7:30 A.M. to 4:00 p.m., 3:30 P.M. to 12 midnight, and 11:30 P.M. to 8:00 A.M. Up to one hour variance shall be allowed on the basic shifts. The Authority shall post as soon as possible a list of employees having their

established shifts. These shift hours may not be changed during the life of this Agreement except upon at least one (1) week's notice.

In addition, the Authority may establish two (2) additional shifts of varying hours in Bus Maintenance. These two additional shifts shall be subject to change only at the time of regular scheduled picks.

Section 50 - Mechanical Division

(a) All employees in the Landover Bus Division are hereby guaranteed a minimum of work of a five (5) day week of eight (8) hour days; provided, any employee failing to make and complete a report on any day for any reason shall forfeit the day's proportion of said minimum guarantee. All employees shall have two (2) consecutive days off in seven (7).

(b) Overtime at the rate of time and one-half shall be paid for all time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week consisting of five (5) consecutive days, but overtime worked in any one (1) day shall not be counted again in computing overtime on the weekly basis.

Mechanical Division employees shall be paid at the rate of double the employee's basic rate for actual time worked on the seventh (7th) consecutive workday in any one workweek defined as running from Sunday through Saturday (provided the employees have performed work on all their regularly scheduled workdays in that week, unless the failure to do so is due to any of the following causes: jury duty; death in the immediate family; proven injury or illness; absence on Union Business; or, any other absence with Authority approval.)

(c) Garage Mechanics and Garage Fleet Servicers in the bus garage shall receive equal pay for comparable work.

(d) All janitors shall work straight shifts.

(e) Bus garage employees will be permitted to select their work shifts at the garage in accordance with seniority, within their respective classifications, subject to the number of jobs of each classification assigned to each shift, providing the employee qualifies within a reasonable time for the job he has selected.

(f) Whenever vacancies occur in the garage, notice will be posted within ten (10) days on the bulletin board in the aforementioned location giving opportunity for those who desire to apply to file their applications and to take examinations. Promotions will be made within thirty (30) days on the basis of fitness and ability and the applicants will be advised promptly of the results of such examination; provided however, that in all cases where two (2) or more employees have approximately equal qualifications for the vacancy, seniority shall rule. Time spent in taking such examinations shall be paid for at straight-time rates. Time spent in taking an examination more than twice for the same classification within a one-year period will not be paid, absent proof of upgraded skills. The Union shall be immediately notified in writing of the existence of any vacancy and the

date that such vacancy occurs and shall also be immediately notified of the identity of the employee promoted and the date of such promotion.

When garage job vacancies are posted, the posting shall show the duties of the job and assigned days off. Whenever a change is made in the assigned days off, work schedule or job duties, the employee shall be entitled to an immediate bump.

(g) Overtime - A new provision relative to overtime work in the non-operating department shall be added as follows:

1. Overtime work which cannot be postponed, and which is caused by unforeseen circumstances shall be considered emergency overtime and will be assigned to the employee already performing the work or, if it is not a work continuation assignment, to the qualified employee most readily available. In the event more than one qualified employee is readily available for emergency overtime, it shall be offered to available qualified employees in seniority order, or in the absence of volunteers, it shall be assigned in inverse order of seniority. If no qualified person is readily available, the overtime will be assigned in accordance with the following paragraphs.

2. All overtime other than that described in the above paragraph will be assigned on the basis of seniority from rotating lists. Voluntary sign-up lists will be established at the time of the quarterly picks, at each maintenance facility for each classification, for each shift. Classification lists include Body, HVAC, Wheelchair Lift, Garage Mechanic, Fleet Servicer, Cleaner-shifter, Cleaner and such additional listings to be determined by the parties. The overtime list will be administered by the shop steward or his designee. When overtime is required in a particular classification, it will be assigned to the employee on the list with the most seniority on the shift. Subsequent overtime assignments will be made to the next most senior person on the list and so on until the list is exhausted, at which point it will be recycled until the end of the quarter. Assignments from these lists that are contiguous to a regular eight (8) hour shift will be limited to no more than six (6) hours where practical. Assignments that exceed this limit will not be scheduled on two (2) consecutive days. If there is no one on the shift list willing to work the assignment, employees on the other shift lists will be polled beginning with the person with the most district seniority that is next eligible on their list and continuing through that shift list before moving to the next shift as necessary.

Any employee who signs up on the voluntary rotation list may remove themselves temporarily from the list with five (5) days advance notice. They may decline assignments at the time the overtime is offered without penalty with the understanding that they will be required to work the assignment if no one else on the list accepts the work. Resumption of the sequence of the list will begin with the next employee after the one accepting the assignment. Additionally, if an employee declines overtime on two consecutive opportunities, except in an emergency, he will not be eligible to sign the list for the next cycle. Failure to complete an assignment will carry the same penalty as failing to complete any regular assignment.

If volunteers are not available in a lower skill classification the opportunities may be offered to volunteers on other lists in order from lower to higher classifications.

3. Any employee who has worked overtime of more than three (3) hours immediately before and/or after his regular day's assignment shall be furnished a meal or, if no meal is furnished, a meal allowance of \$6.00 and a 30-minute unpaid meal break. A meal or meal allowance shall be furnished every five (5) hours thereafter.

(h) If the tow truck operator must crawl under a bus in order to tow the bus in for repair, and another garage mechanic or supervisor or the bus operator is not present, an additional man will be dispatched to assist the tow truck operator. Safety jacks shall be provided to all tow truck operators.

(i) There will be work shift selections two (2) times each year and such picks will be held in the months of June and December.

(j) The Bus Maintenance Restructuring Agreement and related letters of understanding are set forth in separate documents and hereby incorporated and made part of this Agreement.

(k) The Technical Skills Training Program and related letters of understanding are set forth in separate documents and hereby incorporated and made part of this Agreement.

(l) A separate vacation pick will be conducted for cleaners and garage clerks from the rest of the Mechanics department.

Section 51 - Prior Rights and Benefits

It is understood and agreed that at the time of execution of this Agreement the Union and its members vacated and/or relinquished any rights, benefits, or privileges afforded under the terms of its agreement or agreements with the predecessor employer.

The Union and its member employees covered by this Agreement acknowledge that they have, through the process of Collective Bargaining, exchanged benefits enjoyed prior to the acquisition of the property and facilities of the predecessor in return for this Agreement and that they will not file or prosecute any claim against the Authority under Section 13c of the Urban Mass Transportation Act (40 U.S.C. 1609c) or under the 13c Agreement dated October 5, 1972, between the Authority and Local Division 689 of the Amalgamated Transit Union as a result of and in return for this Agreement.

DIVISION CLERKS AND RELATED PERSONNEL

Section 52 - Seniority

(a) There shall be the following seniority classifications:

1. Revenue Equipment
2. Storeroom Clerks
3. Shop and Garage Clerks
4. Depot Clerks

Clerk typists have been removed because the position no longer exists in the seniority classifications.

(b) Classification seniority shall govern in picking locations or shifts, reduction in force and vacation picks. For example, in a reduction in force, the employee having the least classification seniority shall be the first to be laid off. Except for Depot Clerks, this section shall be amended as necessary to provide that seniority for all purposes shall be measured from the point at which time the employee entered one of the basic seniority districts.

Notwithstanding Section 52 paragraph (c)(1), employees holding Shop Clerk positions on May 1, 1983, shall continue to work Monday through Friday with Saturday and Sunday off (unless the individual voluntarily elects otherwise) for the duration of the Agreement.

(c) Any employee who is a member of the Union, and who was employed as a Depot Clerk or Utility Clerk, or who will hereafter be employed as a Depot Clerk or Utility Clerk, shall continue to accumulate seniority in the district from which he was promoted. If said employee should no longer qualify for such position, or if such position is abolished, he shall be transferred back to his former classification with accumulated seniority.

(d) The district seniority date of an employee appointed to a job as Depot Clerk will be the date of appointment as a Depot Clerk.

Section 53 - Hours of Work and Overtime

(a) All Division Clerks and related personnel covered by this Agreement shall be guaranteed a minimum of work of a five (5) day week of eight (8) hour days with two (2) consecutive days off in seven (7).

(b) Time and one-half shall be paid for all work required in excess of eight (8) hours in any one (1) day or forty (40) hours in one (1) week, but overtime worked in any one (1) day shall not be counted again in computing overtime on the weekly basis.

(c) Schedules.

1. Division Clerks and related personnel covered by this Agreement, other than Depot Clerks, shall be scheduled to work Monday through Friday of each week. The hours of work for Storeroom, Shop and Garage Clerks, and for revenue equipment employees shall be eight (8) hours daily, with an unpaid meal break of thirty (30) minutes. Whenever any such employee works on other than the first shift, the night shift differentials provided for non-operating employees under Section 26 (a) shall be applicable.

2. The work of Depot Clerks shall be scheduled into shifts of eight (8) consecutive hours per day for five (5) consecutive days per week.

3. A relief or Utility Clerk shall work the same shift and hours as the Depot Clerk he relieves.

4. When on a holiday, operators work a Saturday or Sunday schedule, Depot Clerks will also operate a Saturday or Sunday schedule.

(d) Any Division Clerk or related employee covered by this Agreement, who performs work immediately before or immediately after his regular or assigned shift, shall be paid time and one-half for such work, provided he was available for his full regular shift. Any employee who performs work not connected immediately before or after his regular or assigned shift shall be paid time and one-half for such work and any such report or work shall pay a minimum of five (5) hours' pay time. This minimum guarantee shall be in addition to the eight (8) hours daily and forty (40) hours weekly or other such guarantee.

(e) Division Clerks and Related Personnel employees shall be paid at the rate of double the employee's basic rate for actual time worked on the seventh (7th) consecutive workday in any one workweek (provided the employees have performed work on all their regularly scheduled workdays in that week, unless the failure to do so is due to any of the following causes: jury duty; death in the immediate family; proven injury or illness; absence on Union Business; or, any other absence with Authority approval).

Section 54 - Vacation and Sick Leave

(a) Vacations.

1. Depot Clerks' vacations may be selected to run from Sunday to Saturday or from assigned day to assigned day, at the option of the Clerk.

2. A Depot Clerk's vacations will not be affected by vacations of superintendents or supervisors.

(b) Sick Leave. Paid sick leave for Division Clerks and related personnel covered by this Agreement shall commence with the first scheduled work day lost due to illness or injury.

Section 55 - Depot Clerks

(a) Utility Clerk Pool. There shall be established a utility clerk pool and seniority in that pool shall be determined as provided below.

(b) Seniority. All Depot Clerks shall select their work assignments in accordance with their appointment dates as Depot Clerks. All Depot Clerks appointed shall begin to accrue seniority as Depot Clerks on the date they are placed on the Depot Clerks Payroll.

For purposes of the selection of vacation periods, District seniority of Depot Clerks shall prevail.

The seniority of a Utility Clerk shall begin with the date of his bonding. When two or more employees are appointed to Utility Clerk roster on the same date, district seniority shall prevail. During the six (6) months period immediately following his first day's work as a Utility Clerk, the Authority shall be the sole judge of the qualifications of a Utility Clerk.

(c) Promotions to Depot Clerk or Utility Clerk.

1. Appointment as a Depot Clerk shall be made from the Utility Clerk pool only, in accordance with seniority. Appointment as Utility Clerk, through the Utility Clerk pool, shall be made from operating personnel with two (2) years or more of continuous Authority seniority.

2. Utility Clerks shall receive the same pay as Depot Clerks.

3. Work assignments among the Utility Clerks in the pool shall be rotated to the fullest extent practicable.

4. Operators qualifying or breaking in as Utility Clerks shall be paid Operators' rate of pay, while being instructed.

(d) No Division Manager or Supervisor shall perform duties which are normally performed by Depot Clerks, except in cases of emergency or for purposes of instruction.

(e) A Utility Clerk shall not take any charter work for a period of seven (7) days after he has performed duties as a Utility Clerk, except for a bona fide request from the tour representative or the person contracting the charter.

Section 56 - Bidding

(a) Depot Clerks.

1. All Depot Clerks' shifts shall be advertised for bid (including major job function) at least twice each year. Such bids shall take place so as to become effective the first payroll period in April and the first payroll period in October. At least fifteen (15) days prior to the posting of any advertisement for bid, the Union shall be notified of the

effective date of the schedule of shifts and shall be furnished with a copy thereof. The Union shall, after a period not exceeding three (3) days after receipt of a copy of the schedule of shifts, express its approval or offer changes in said schedule of shifts, and if no agreement is reached within two (2) days' conference, the proposed schedule of shifts shall be taken up with the head of the department and, if no agreement is reached, the schedule shall be posted and picked and shall thereafter be subject to the provisions of this Agreement with regard to the arbitration of unsettled questions and grievances arising during the life of this Agreement.

2. Any advertisement of a general bid of all shifts shall be posted for at least seven (7) days before going into effect.

3. When a shift becomes open between general bids it shall be advertised for three (3) days and awarded to the successful bidder the Sunday following the bid. A shift which becomes open as a result of such bidding shall be advertised for twenty-four (24) hours and awarded to the successful bidder the Sunday following the bid. No shift shall be considered as advertised on Saturday, Sunday, or holiday.

4. Except as provided in paragraph (e) hereof the working hours or days off of any shift may not be changed except upon thirty (30) days' notice. In the event of any such change the shift must be advertised for bid. Any such change shall entitle the holder of the shift to a bump down.

(b) Storeroom Clerks, Garage Clerks and Shop Clerks.

1. Classification seniority shall govern in picking shifts. An employee who has been, or will in the future, be, transferred from Storeroom Clerk to Shop or Garage Clerk, or vice versa, will continue to accumulate seniority in the classification from which he was transferred. An employee who was transferred from the Operating Department or from the Maintenance Department shall continue to accumulate seniority in the department from which he transferred.

Vacancies, including new jobs, shall be advertised for bid to all Storeroom Clerks, Shop and Garage Clerks; in the event that a vacancy is not filled as a result of such advertising, the job shall be posted to all employees of the Authority; should neither of these two result in filling the vacancies, the job shall be advertised to people outside the Authority.

2. Supervisory personnel shall not perform duties normally performed by Stock Clerks.

3. Stock Clerks shall have an annual pick effective the payroll period which includes April 15.

SUPPLEMENTAL AGREEMENTS AND TERM

Section 57 - Wage-Hour Law Amendments

If, as a result of action hereafter of the Wage-Hour Administration or the Courts, a rule is finally determined as a consequence of the elimination of the transit exemption from the overtime provisions of the Fair Labor Standards Act, which results in a significant change in costs or benefits under this Labor Agreement, the party adversely affected may reopen the Agreement upon thirty (30) days' notice, for renegotiation of the affected provision. If the parties are unable to resolve the matter by negotiation within 30 days following such reopening, the dispute on the re-opener may be submitted to final and binding arbitration hereunder by either party.

Section 58 - Term of Agreement

This Agreement is to continue in effect through October 31, 2024, and from year to year thereafter unless change is requested by either of the parties hereto by written notice sixty (60) days prior to October 31, 2024, or ninety (90) days prior to October 31st of any year thereafter.

The parties hereto agree that any negotiations for changes in this Agreement may be conducted with the Authority by a Joint Council of Local 922 and any other Unions which may represent similar groups of employees of the Authority.

In the event the Joint Council and the Authority cannot reach agreement upon proposed changes or modifications, or in the event of a notice of termination if collective bargaining fails to result in agreement, then all matters in dispute shall be arbitrated as provided in Section 6 of this Agreement.

It is understood and agreed that the foregoing settlement agreement incorporates the terms and conditions contained in the basic Agreement which was effective from May 1, 1974, and its modifications and amendments contained in:

- (1) A Settlement Agreement dated March 2, 1977, and its Addendum dated March 23, 1977, and,
- (2) A Settlement Agreement dated March 29, 1979.

The Parties further agree to consolidate the above cited amendments and modifications to the Basic Agreement and to publish same as soon as possible.

Section 59 - Supplemental Agreement (New Service Agreement)

The Parties agree to remove from the Agreement, the previously titled Appendix B, Supplemental Agreement (New Service Agreement), due to its lack of application to any

employee or work of the Authority for at least the three Agreements prior to the current Agreement, effective November 1, 2024. If service similar to the work covered by the New Service Agreement were to be resumed by the Authority, the Parties agree that they will use the New Service Agreement stated in the Agreement effective November 1, 2004, as the foundation for renegotiation of a New Service Agreement, in the future.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the 24th day of June 2025.

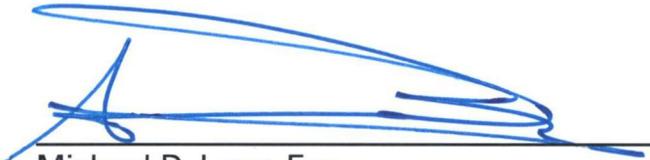
Washington Metropolitan Area Transit Authority:



Randy Clarke
General Manager/CEO

06/24/25

Date



Michael D. Levy, Esq.
Vice President & Chief Labor
& Employee Relations Officer

06/24/2025

Date

Automotive Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers Allied Workers and Public Transportation Employees Local Union No. 922, I.B.T¹:



Timothy T. Brown
President

6/24/2025

Date



Nicole Guinyard
Secretary-Treasurer

6/24/2025

Date



Thomas F. Jackson
Vice President

06/24/2025

Date

APPENDIX AWMATA/LOCAL 922 RETIREMENT PLAN

Section 1 - Title

The Retirement and Disability Allowance Plan is sometimes herein referred to as this Plan or the Plan and shall be known as WMATA/ Local 922 Retirement Plan.

Section 2 - Purpose

The object of the Plan outlined hereinafter is to provide retirement income and disability payments for eligible employees of Washington Metropolitan Area Transit Authority. It is intended that the Plan satisfy the requirements of section 401 (a) of the Code in form and operation, to the extent such requirements apply to a governmental plan described in section 414(d) of the Code.

Section 3 – Definition

- (a) Authority shall mean Washington Metropolitan Area Transit Authority, and its successors, lessees, and assigns.
- (b) Custodian shall mean any bank or trust company selected to administer the assets of the plan.
- (c) Employee shall mean:
1. Any regular full-time employee or part-time bus operator (effective July 1, 1983), of the Authority carried on its payroll and covered by a bargaining agreement between WMATA and Local 922/IBT.
 2. Any regular full-time employee or part-time bus operator (effective July 1, 1983), who receives a regular and stated compensation or who is absent on account of leave of absence, sickness or injury, or is on leave of absence because of holding office in the Union or its International Office, the Transit Employees Federal Credit Union.
 3. Any employee who, after becoming eligible for participation in this Plan, is transferred to other duties with the Authority which do not require him to be a member of the Union.
- (d) Trustees shall mean the Trustees of WMATA/Local 922 Retirement Trust who shall administer the plan as described in the Trust Agreement.
- (e) Continuous service shall mean employment with the Authority, or any predecessor, continuously without a break; however, any absence due to leave of absence, sickness or injury not arising out of and in the course of employment with the Authority, or temporary lay-off on account of reduction in force, shall not break the continuity of service, but, if such absence on one or more of the foregoing grounds exceeds three (3) consecutive years, the excess shall be deducted in computing length of service. The period of absence shall not be considered a break in continuous service in the following

instances:

1. time spent in the service of the armed forces of the United States or her allies during a period of emergency provided the employee returns to the service of the Authority within ninety (90) days from the date of his discharge;
2. absences due to accident or sickness arising out of and in the course of employment with the Authority;
3. period of discharge, if followed by reinstatement with seniority rights within three (3) years;
4. periods during which no services were rendered because of strikes or lock-outs.
5. leave of absence while holding office in or performing duties for the Union or its International Office or the Transit Employees Federal Credit Union.

Notwithstanding any provision of the Plan to the contrary, with regard to an employee covered under the Plan who, after serving in the uniformed services, is reemployed on or after December 12, 1994, within the time required by the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended, contributions shall be made and benefits and service credit shall be provided under the Plan with respect to his or her qualified military service (as defined in section 414(u)(5) of the Code) in accordance with section 414(u) of the Code.

- (f) Commencing July 1, 1983, continuous service for regular parttime bus operators shall be credited for their parttime employment after July 1, 1983, prorated on the basis of actual hours paid in any one (1) year divided by two thousand eighty (2,080) hours.
- (g) Code shall mean the Internal Revenue Code of 1986, as amended.
- (h) Actuarial Assumptions shall mean those assumptions used in the determination of Actuarial Equivalents in Section 10 or for other pertinent benefit calculations, as set forth in Annex A hereto, as the same may be modified from time to time.
- (i) Actuarial Equivalent means a benefit of equivalent dollar value on a specified date, computed on the basis of the Actuarial Assumptions.

Section 4 - Effective Date

The effective date of this Plan shall be April 1, 1974.

All employees as defined above who are members of the Union on the effective date, and all who thereafter become members, shall come under this Plan and continue as contributing members as long as they are in the employ of the Authority, and they have

completed the probationary period as required by the basic labor Agreement between the parties.

Section 5 - Records

The Authority shall keep all records, compile all data, accept all applications for retirement, and submit such applications to the Board of Trustees for certification and forwarding to the Custodian.

The Trustees shall have the right at all times to call for additional information concerning any or all applications forwarded to the Trustees and to examine all records or data pertaining to the Plan.

Section 6 - Contributions to the Fund

(a) Effective November 1, 2012, employees shall contribute 0% of covered Compensation to the WMATA/922 Retirement Plan; effective November 1, 2013, employees shall contribute 0% of covered Compensation to the WMATA/922 Retirement Plan; effective November 1, 2014, employees shall contribute 1% of covered Compensation to the WMATA/922 Retirement Plan; and effective November 1, 2015, employees shall contribute 3% of covered Compensation to the WMATA/922 Retirement Plan.

Employee contributions shall continue until such time as the Plan actuary certifies that the market value funded ratio equals or exceeds 100% (as determined using the funding assumptions then in effect), at which time employee contributions shall cease. If the funded ratio subsequently falls below 95%, employee contributions of 3% shall resume until such time as the Plan actuary certifies that the market value funded ratio returns to 100%. The required employee contributions will be "picked up" by WMATA under Section 414(h) (2) of the IRC. A return of employee contributions under the circumstances outlined by the WMATA/922 Retirement Plan shall carry an interest rate of 5% compounded annually.

The above contributions for all eligible employees receiving compensation from the Authority shall be made by means of a check-off and shall be paid by the Authority to the Custodian.

(b) The Authority shall be required to make a minimum contribution to the Plan, regardless of the funded status of the Plan, equal to the normal cost for the Plan year, as estimated by the Plan actuary based on the assumptions then used for determining Plan funding.

Future contributions shall be made by the Authority in accordance with subsection 6(c).

(b) The right of any employee to any portion of said Fund is limited to the rights herein specifically set forth. Employees of the Authority who are on leave of absence while holding office in or performing duties for the Union or its International Office or the Transit

Employees Federal Credit Union and who are covered by this Plan shall currently contribute to the Fund the same percentage of total compensation to a maximum of current top operator's rate and shall have the option of making an additional contribution (employee and employer percentage) for the amount of compensation over and above the top operator's rate to a maximum fixed by the Trustees, said contributions to be transmitted to the Authority directly without notice.

If an employee's contributions should be in arrears because of absence as set forth and defined in Sections 3(e) of this Agreement for more than eight (8) consecutive payroll weeks, he shall have the option of making up his back contributions within a period equal to the period for which he was in arrears after his return to work or of not making up his back contributions and receiving no service credit for the time during which he did not work and provided that for absences less than eight (8) consecutive payroll weeks deduction shall be made upon the employee's return to duty and further provided, however, that an employee shall be given full service credit for all time spent in the service of the armed forces of the United States or her allies (in accordance with Section 3(e)(1) of this Agreement) without being required to make up his back contributions for such time. Back contributions for any period during which the employee received no earnings shall be based on earnings computed by multiplying forty (40) by the wage rate paid during such period to employees in the same job classification.

(c) WMATA's required contribution under this provision shall be based upon the actuarial valuation produced annually by the plan actuary. One twelfth (1/12th) of any annual contribution required by the Authority shall be remitted to the trustee at the end of each month. Such valuation shall be performed in accordance with actuarial assumptions, methods and related matters recommended by the plan actuary.

(d) Notwithstanding any Plan provision to the contrary, the Authority shall not be required to make any contributions to the Plan during a plan year if the fair market value of the Plan's assets equals or exceeds the actuarial liability under the Plan. The actuarial liability for purposes of this section only shall be the Actuarial Accrued Liability (including Normal Cost) determined under the funding method used to determine the Annual Required Contribution in Paragraph 8 of Statement No. 27 of the Governmental Accounting Standards Board (Accounting for Pensions by State and Local Governmental Employers) for the current Plan year by the Plan's actuary.

(e) The amount of compensation taken into account for any calendar year in determining an employee's contributions and retirement benefits shall not exceed the dollar limitation under Section 401(a)(17) of the Code in effect for such year, as adjusted for the cost of living in accordance with Section 401(a)(17)(B) of the Code and the regulations and other guidance issued thereunder.

Section 7 - Retirement and Disability Allowances

(a) NORMAL RETIREMENT ALLOWANCE Any employee under this Plan shall become eligible to receive a retirement allowance upon the attainment of age 65 and the completion of 10 years of continuous service. Any employee who has become eligible

for a retirement allowance under this Section may elect to retire or may be retired at the option of the Authority, and upon such retirement shall be entitled to receive the normal retirement allowance provided by this Plan.

The annual normal retirement allowance under this Plan payable to any employee who retires with 10 or more years of service, after attaining the age of 65, shall be for each year (or fraction thereof based on completed months) of service, the sum of:

1. With respect to future service, one and six-tenths percent (1.60%) of the employee's average compensation during those four (4) years of the employee's service during which he earned the highest total pay, effective May 1, 1996, the formula shall be improved to one and sixty-five hundredths percent (1.65%) of average compensation, and, effective with respect to employees with an effective date of retirement on or after November 1, 2001, the formula shall be improved to one and eighty-five hundredths percent (1.85%) of average compensation. Effective with respect to employees with an effective date of retirement on or after November 1, 2007, the formula shall be 1.85% of average compensation for each year (or fraction thereof based on completed months) of service up to 27 at retirement, plus 1.95% of average compensation for each year (or fraction thereof based on completed months) of service in excess of 27 at retirement.

2. with respect to past service, (prior to May 1, 1973), one (1.0) percent of the employee's average compensation during those four (4) years of the employee's service during which he earned the highest total pay.

The annual normal retirement allowance shall be paid in twelve (12) equal monthly installments. For employees on leave of absence while holding office in, or performing duties for, the Union or its International Office or the Transit Employees' Federal Credit Union, compensation shall include sums earned as compensation while holding such office or performing such duties.

However, the minimum monthly normal retirement allowance under this Plan shall be one hundred seventy-five dollars (\$175).

Effective May 1, 1995, a full unreduced retirement will be available to any employee with twenty-seven (27) years of service regardless of age.

Any employee may elect to retire and upon retirement shall receive his normal retirement allowance, provided that the sum of his years of service and attained age is not less than eighty-three (83). For example, an employee who has attained age sixty-four (64) shall receive his normal retirement allowance if he has completed 19 years of service; age sixty-two (62), 21 years of service; age sixty (60), 23 years of service, and age fifty-eight (58), 25 years of service.

(b) EARLY RETIREMENT ALLOWANCE Any employee who has completed fifteen (15) years of service and who has attained the age of fifty-five (55) may elect to retire and upon retirement shall receive an early retirement allowance under the Plan.

The early retirement allowance under the Plan shall be in the amount of the accrued monthly normal retirement allowance reduced by forty-two hundredths percent (0.42%) for each month of retirement before age sixty-five (65), provided, however, that the employee may defer receipt of such retirement allowance to age 65 in which event the forty-two hundredths' percent (0.42%) reduction shall not be made.

Any employee who has attained age fifty-five (55) and completed twenty (20) years of service may elect to retire and upon retirement shall receive an early retirement allowance equal to his normal retirement allowance reduced by twenty-one hundredths percent (0.21%) for each month by which his age in years is less than the difference between eighty-three (83) and the number of years of service.

Any employee who has attained age fifty (50) and completed twenty (20) years of service may elect to retire and upon retirement shall receive an early retirement allowance equal to the employee's normal retirement allowance reduced by twenty-one hundredths percent (0.21%) for each month by which the employee's age in years is less than the difference between eighty-three (83) and the number of years of service. Thus, an employee who has attained age fifty-three (53) years and six (6) months will receive a normal retirement allowance reduced by twenty-three and nineteenth percent (23.94%) if the employee has completed twenty (20) years of service: (83 less 20 equals 63, less 53.5 equals 9.5: 9.5 years equals 114 months; 114 times .21 equals 23.94%).

(c) TOTAL AND PERMANENT DISABILITY ALLOWANCE Any employee under this Plan who shall become totally and permanently disabled by reason of an accident or sickness before becoming eligible for benefits in accordance with Subsection (a) hereof, and who shall at the time of becoming so disabled have had continuous service with the Authority for ten (10) years, five (5) years if the disability is due to an occupational accident or sickness or more, shall be entitled to receive a disability allowance from the Fund for the duration of such disability, such allowance to commence on the first day of the calendar month following certification of such disability by the Trustees.

An employee shall be considered to be totally and permanently disabled whenever (after exhausting all direct money benefits to which the employee is entitled under any sick leave, health and welfare, and any group sickness and accident insurance plans negotiated under the basic Labor Agreement) (provided, however, that the employee shall not be required to exhaust the nonoccupational disability benefit under the Health Trust) he is physically or mentally disabled from performing his duties and from following his regular employment with the Authority. In addition, an employee shall be deemed to have become disabled due to an occupational accident or sickness within the meaning of this Section, and shall be entitled to a disability allowance where, as the result of changes in the method of operation, or a change in equipment, an operator is unable to obtain or qualify for another position with the Authority which pays no less than ninety-two (92) percent of the top operators' rate, or in the case of a nonoperating employee who is unable to obtain or qualify for another position with the Authority not more than three (3) grades below the job classification then held by him.

The annual amount of the disability allowance shall be computed in the same manner as

provided above for the normal retirement allowance, i.e., one and one-half percent (1.50%) of the employee's average compensation during those four (4) years of the employee's service during which he earned the highest pay, multiplied by the number of years (including fractions thereof based on completed months of service) of his service with the Authority. The minimum monthly allowance for disability shall be six hundred (\$600.00) for all employees meeting the service requirement in paragraph 7(c) above.

No employee shall be entitled to a disability allowance at the same time that he receives either a normal retirement allowance under Subsection (a) or an early retirement allowance under Subsection (b).

An employee shall in no event be entitled to receive a disability allowance if the disability is the result of injuries or disease incurred during (1) Service in the Armed Forces of the United States; (2) Employment other than with the Authority; (3) A leave of absence unless he is on leave of absence while holding office in or performing duties for the Union or its International Office or the Transit Employees Federal Credit Union.

The monthly disability allowance provided herein shall be reduced by fifty percent (50%) of the amount of income earned from any occupation or employment engaged in by the disabled employee in excess of forty percent (40%) of the average monthly earnings the employee had during the twelve (12) months next preceding the disability. On the first anniversary of the effective date of his disability retirement, and every six (6) months thereafter, each employee who receives a disability allowance under this Plan shall report in writing to the Board of Trustees the amount of earnings from employment including self-employment. Absent reasonable cause, the failure of a disability pensioner to report income earned from any occupation or employment to the Board of Trustees in accordance with this provision shall constitute sufficient reason for the Trustees to discontinue or reduce the disability allowance.

The Board of Trustees may establish rules and procedures whereby, in order to receive a disability allowance, any disabled employee shall agree to authorize the release of information regarding his income by the federal Social Security Administration; the Board of Trustees may waive such authorization if the information is not reasonably required, but such waiver may be revoked at any time for any disabled employee or class of disabled employees by the Board of Trustees.

Any disabled employee's disability allowance shall be cancelled if: (1) He does not cooperate in any investigation concerning his disability being conducted by the Trustees or any agent of the Trustees, including physicians selected by the Trustee; (2) The employee does not accept work when offered a job by the Authority in the job classification last held by him and for which, in the opinion of a physician selected by the Trustees, he is able to perform the duties; (3) He has performed work which, for any period of not less than six (6) months, paid him not less than the earnings which would have accrued to him in the job classification last held by him with the Authority. Upon claim by the former employee that his disability has recurred, the Trustee shall reinstate his disability allowance as of the first of the month following the date such claim has been made if in the opinion of a physician selected by the Trustees the disability has recurred

and is due to the same physical or mental incapacity as that resulting in the original award.

(d) In computing the amount of retirement allowance to which an employee retiring from active service is entitled, there shall be added to the years of service multiplier all unused accrued sick leave as of the date of retirement.

(e) Reduced allowance by waiver -- A retired employee who is receiving a monthly retirement allowance, for personal reasons and without disclosure thereof, may make written request that the Board of Trustees discontinue the payment of all or any part of such monthly retirement allowance payment to him, by filing with the Trustees a written waiver thereof, in such form as the Trustees shall require. The Trustees on receipt of such waiver shall authorize discontinuance in which event the employee shall forfeit all right to the amount or amounts waived but shall retain the right to have the retirement allowance otherwise payable to him hereunder reinstated in full or in part after receipt by the Board of Trustees of written notice that the employee has properly revoked or altered the waiver filed in accordance herewith.

(f) Interrupted Service -- If an employee whose continuous service was interrupted by reason of resignation or dismissal resumes employment with the Authority and subsequently completes five (5) years of continuous service, both periods of service will be treated as a period of continuous service. If an employee who has a break does not complete at least five (5) years of continuous service after resuming employment, the re-hired employee will be treated as a new employee for all purposes of the Fund and the pre and post-break periods of service will be treated as separate periods of service.

This provision shall apply to employees who are re-hired by the Authority on or after January 31, 2000.

(g) Any employee who has attained eligibility for normal or early retirement under this plan and who has made contributions to the plan as a percentage of payroll prior to September 1, 1996; may at the time of retirement request a refund of those contributions plus interest and receive an actuarially reduced benefit.

(h) Notwithstanding any other provision of the Plan, in no event shall the retirement benefit provided to an employee under this Plan exceed the limitations of Code Section 415. For purposes of the limitations on annual additions under Code Section 415, compensation shall be determined using the definition of compensation set forth in section 415(c)(3) of the Code.

Section 8 - Payment of Allowances

(a) Allowance shall be paid monthly to each retired employee hereunder by the Trustee from the Fund within a reasonable time in the month following the month to which the pension applied, following certification by the Trustees to the Custodian of the name of each beneficiary and the amount payable to him.

(b) In case of incompetency, either mental or physical, of an employee who has retired

or is eligible for retirement, payments shall be made to such person or institution that has satisfied the Trustees as to his or its right to receive said payments for such employee.

(c) Allowances will be suspended during any period of re-employment by the Authority at which time the service prior to the commencement of the allowance will be restored for the purposes of determining eligibility and for the amount of any allowance for which an employee may subsequently become eligible.

Provided, however, that the allowances of retirees who return to work for the Authority as part-time employees shall not be suspended during any period of part-time employment by the Authority and such part-time employment shall not constitute continuous services for any purpose.

(d) Allowances are in addition to any other income which an employee may have, especially in addition to any benefits provided under the Social Security Act, and any benefits received under Workers' Compensation.

(e) Notwithstanding anything to the contrary in the Plan, distributions shall be made under the Plan in accordance with section 401(a)(9) of the Code and the regulations and other official guidance issued thereunder. Effective for covered employees who attain age 70² on or after January 1, 1997, the benefit of each such employee will be distributed or commence to be distributed not later than April 1 of the calendar year next following the calendar year in which the employee attains age 70² unless the participant remains employed with the Washington Metropolitan Area Transit Authority; provided, however, that if an employee remains employed with the Washington Metropolitan Area Transit Authority then distribution of the employee's benefit shall commence not later than the April 1 following the calendar year in which the employee retires.

Section 9 - Annual Adjustment of Allowances

All retirement and disability allowances provided under this Agreement shall be subject to adjustment annually, on each anniversary date of the employee's retirement in accordance with the percentage change, during the preceding year, in the wage rate of the top-rated operator. Thus, for example, if on the anniversary date the hourly wage rate of the top-rated operator shall have increased four percent (4%) during the preceding year, the employee's allowance payable monthly for life shall be increased by four percent (4%). Such allowance shall be paid until the next anniversary of the employee's retirement, at which time the allowance shall be re-computed in the same manner. The allowance shall not be reduced below the amount of the allowance payable on the first of the month following the employee's retirement.

Section 10 - Optional Retirement Allowances

In lieu of the amount and form of the old age retirement allowance payable to an employee for life on his normal or early retirement as provided for herein above, the employee may, upon written request before his retirement, elect to have an old age retirement allowance of actuarially equal value payable under one of the following options:

(a) Ten (10) Years Certain -- An old age retirement allowance of a lesser amount shall be payable to the employee for his life, and in the event of his death within the period of ten (10) years after his retirement, the same lesser amount shall be payable for the remainder of such period to a beneficiary designated by him.

(b) Survivor -- An old age retirement allowance of lesser amount shall be payable to the employee during his lifetime, and, following his death such lesser amount, one-half- (1/2) such lesser amount, or three fourths- (3/4) of such lesser amount, as the employee may specify in his election, shall be payable to his designated joint pensioner for the life of such survivor.

(c) Life Annuity With Cash Refund - An old age retirement allowance (which is the actuarial equivalent of a straight life annuity) payable during the life of the employee and upon the employee's death, any excess of the original present value of the employee's benefit at the time of retirement, computed on the basis of the actuarial assumptions used to calculate alternative forms of benefits, over the retirement income payments actually received by the employee before his death, will be paid to the employee's beneficiary in a single lump sum. The addition of this option shall apply to benefit elections made with respect to retirements (normal, early or disability) that are effective on or after March 1, 2000.

(d) Level Income - An old age retirement allowance (which is the actuarial equivalent of a straight life annuity) payable in a greater amount prior to age 65 and a correspondingly reduced amount, actuarially determined, after age 65, such that the total benefit (including both the adjusted benefit payable under the Plan and the estimated Social Security benefit (as obtained by the employee from the Social Security Administration or as determined by the Trustee)) to which the employee shall be entitled at age 65 shall be as nearly uniform as possible, both before and after commencement of Social Security benefits at age 65.

The addition of this option shall apply to benefit elections made with respect to retirements (normal, early or disability) that are effective on or after March 1, 2000.

(e) An employee who elects an option under subsection (a) or (b) above shall designate the beneficiary or joint pensioner, as the case may be, at the time that he makes application for retirement.

(f) After the employee's election of an optional form of retirement allowance has been filed with the Board of Trustees, it cannot be changed or revoked without the approval of the Trustees, but the consent of the beneficiary or joint pensioner originally designated by the employee shall not be required in the event of such change or revocation. If either the employee or the beneficiary or joint pensioner designated by him should die before the retirement allowance has become effective, then his election of an optional form of retirement allowance shall become void.

(g) The determination of the lesser amounts payable upon election of an option hereunder shall be made in accordance with the actuarial tables adopted by the Board of Trustees.

Section 11 - Refunds from Employee's Contributions

(a) An employee shall not be entitled to borrow against his contributions to the Plan or to withdraw any part of his contributions to the Plan so long as he remains eligible to participate in the Plan. However, an employee who has become eligible to participate in the Plan and who is transferred to other duties with the Authority which do not require him to be a member of the Union may, within one (1) year of such movement and with the consent of the Authority, (which will not be unreasonably withheld) withdraw from the WMATA/Local 922 Plan for the purpose of participating in such other plan as may be provided for employees not members of the Union, and in the event of such withdrawal there shall be transferred from the Local 922 Plan to such other plan on behalf of such employee an amount equal to his total contributions to the Plan together with interest at the rate of five percent (5%) compounded annually, less any amount which shall have been paid to such employee under the provisions of the Plan.

(b) Any employee leaving the service of the Authority for any cause other than death, or one which entitles him to a retirement or disability allowance under this Plan except refund option in subsection 7(g), shall be entitled upon request to have refunded to him out of the Fund an amount equal to his total contributions to the Fund with interest computed at the rate of five percent (5%) compounded annually, less any benefits which he may have received.

Employees who terminate employment with the Authority for any reason, after (10) years of service, may withdraw all their contribution to the Plan with interest and remain vested for a reduced benefit. Such vested deferred pension shall be actuarially reduced by the Plan Actuary, in accordance with accepted actuarial methods to account for the value of contributions withdrawn.

(c) If an employee dies before he is entitled to a retirement or a disability allowance under this Plan, there shall be paid in a lump sum from the Fund to such beneficiary or beneficiaries as he shall have designated, or if no beneficiary shall have been designated by him, then to his estate, a sum equal to his total contributions to the Fund, with interest computed at the rate of five percent (5%) compounded annually.

If none of the above-described persons survive such decedent, no person whatsoever shall have any right to any refund on account of the death of such decedent, and the amount that would otherwise be refunded shall be and constitute a part of the Fund hereunder. Payment to any of the persons above described shall be made as the Trustees may determine upon evidence satisfactory to it and without the necessity of proof of probate.

(d) If an employee dies after he is entitled to a retirement or disability allowance under this Plan, there shall be paid in a lump sum from the Fund to such beneficiary or

beneficiaries as he shall have designated, or if no such beneficiary shall have been designated by him, then to his estate, a sum equal to the amount by which the aggregate of his contributions to the Fund together with interest at the rate of five percent (5%) compounded annually have exceeded the aggregate of all payments that have been made to him under the Plan.

(e) Employees shall be entitled to receive a refund of their employee contributions in accordance with the following provisions:

1. Eligibility for Refund - In order to be eligible to receive a refund of employee contributions under this subsection (e), the employee (1) must have been in employment status with the Authority on November 1, 1998, (2) must not have been receiving a pension as of November 1, 1998, and (3) either (i) must have been in employment status with the Authority on January 31, 2000, or (ii) must have either (A) retired from the Authority (normal, early or disability) with an effective date of retirement on or after November 1, 1998, or (B) died on or after November 1, 1998, and, at the time of death, have been married and in employment status with the Authority. Any amount payable with respect to a deceased employee shall be payable only to the employee's surviving spouse.

Employees who commenced employment after November 1, 1998 or who terminated employment with the Authority prior to January 31, 2000, are not eligible for a refund of employee contributions under this subsection (e). Deceased employees who were not married or in employment status with the Authority on the date of their death are not eligible for a refund of employee contributions under this subsection (e). In addition, retired employees whose effective date of retirement (normal, early or disability) from the Authority was before November 1, 1998 are not eligible for a refund of employee contributions under this subsection (e), even if they subsequently resumed employment with the Authority and were in employment status with the Authority on November 1, 1998, and January 31, 2000.

2. Election - On or before April 30, 2000, each employee who is eligible for a refund of employee contributions under this subsection (e) shall elect, in writing on such form as the Trustees may prescribe, either to have the employees total contributions to the Fund (with interest at the rate of five percent (5%) compounded annually through April 30, 2000) (the employee contribution account) distributed on or before June 30, 2000, or to have such amount paid within sixty (60) days after termination of employment with the Authority. If the Trustees do not receive an employee's election (on the form prescribed by the Trustees) on or before April 30, 2000, such employee shall be deemed to have elected to have the employee's contribution account distributed on or before June 30, 2000. If an employee elects to leave the employee contribution account in the Plan, the following provisions shall apply: (i) such employee contribution account shall be maintained as a separate account in the employee's name (for bookkeeping purposes only and without any segregation of assets); (ii) interest will continue to accrue on the employee's contributions (at the rate of five percent (5%) compounded annually) until the employee's contribution account is distributed to the employee at termination of employment); and (iii) the employee shall not be entitled to borrow against the employee

contribution account left in the Plan or to withdraw any part of the employee contribution account prior to termination of employment. The employee contribution account of an eligible, deceased employee shall be distributed to the employee's surviving spouse in a single lump sum on or before June 30, 2000.

3. If an employee described in (e)(1) above by virtue of his retirement from the Authority (early, normal or disability) with an effective date of retirement on or after November 1, 1998, elected to receive a reduced monthly pension with a return of his employee contribution account, he will have his monthly pension increased to the full pension amount, effective June 30, 2000. A one-time payment equal to the difference between the two pension amounts, for each month of retirement, also will be made to each such employee on June 30, 2000.

4. Rollovers - To the extent permitted under the Internal Revenue Code, an employee (or the surviving spouse of an eligible deceased employee) who receives a distribution pursuant to this subsection (e) will be permitted to roll over the taxable portion of his distribution to an individual retirement account.

5. Distribution not included in determining benefits -- No portion of any distribution made pursuant to this subsection (e), or any lump sum made pursuant to Section 17 of the Collective Bargaining Agreement will be treated as compensation or included in the calculation of average compensation for purposes of determining any benefit hereunder.

6. The provisions of subsections (a) through (d) shall not apply to any employee or surviving spouse who is eligible for a refund of employee contributions pursuant to this subsection (e).

(f) Effective for distributions under the Plan on or after January 1, 1993, at the written request of a distributee, the Trustees shall effectuate a direct rollover distribution of the amount requested by the distributee in accordance with Section 401(a)(31) of the Code, to an eligible retirement plan (as defined in Section 401(a)(31)(D) of the Code). Such amount shall constitute all or part of any distribution otherwise to be made hereunder to the distributee, provided that such distribution constitutes an eligible rollover distribution, as defined in Section 402(c) of the Code and the regulations and other guidance issued thereunder.

Section 12 - Authority's Contributions

The Authority in no event shall have any right, title, or interest whatsoever in the Fund or in any part thereof or to have any contributions made by it under this Plan returned to it under any conditions or circumstances whatsoever, it being the intent hereof that all contributions made by the Authority to the Fund shall be divested of any interest or claim whatsoever of or by the Authority therein, and no part of said contributions can in any event be returned to the Authority or be subject to its debts, liabilities, or obligations, or be considered a part of its assets or property for any purpose whatsoever.

Section 13 - Distribution of Funds in Event of Abandonment

(a) While it is the intent of the parties hereto to maintain the Plan permanently, yet, in the event the Plan is abandoned in the future, the Custodian shall determine the assets of the Trust and shall allocate them pursuant to the priority described in (b) below and certified by the actuary employed by the Trustees based on his valuation made as of the date of such abandonment.

(b) The allocation shall be made in the following sequence:

1. An amount shall be allocated to the account of each participant equal to his contributions to the date of abandonment less any benefits received under the Plan.

2. From the remaining balance an amount shall be allocated to retired employees and to employees eligible for normal retirement or disability allowances at the date of abandonment, sufficient to provide for the amount of their allowances not already provided under (1).

3. The remaining balance shall be allocated to the active employees in proportion to the excess of the actuarial values of their accrued benefits under the Plan over the amounts allocated under (1).

Should there prove to be insufficient funds to provide the amounts under either (1) or (2) above, all allocations within the group affected will be reduced by the same proportion.

(c) The Custodian shall liquidate the funds in the Trust and the amounts allocated in accordance with (b) above shall be apportioned to all such participants in cash, or in the form of insured paid-up annuities, or by transfer to another Trust Fund, or otherwise, as the Trustees may direct.

(d) Participants shall be fully vested in their retirement benefits, to the extent funded under the Plan, upon the termination of the Plan.

Section 14 - Assignments

(a) Except as provided in subsection (b) of this Section, to the end of making it impossible for retired employees improvidently to imperil the provisions herein made for their support and welfare, by directly or indirectly anticipating, pledging, or disposing of their retirement payments hereunder, it is hereby expressly stipulated that no employee, or retired employee, hereunder, shall have any right to assign, transfer, hypothecate, encumber, commute or anticipate his interest in any retirement payments, and that such payments shall not in any way be subject to any legal process to levy execution upon or attachment or garnishment proceedings against the same for the payment of any claim against any employee, nor shall such payments be subject to the jurisdiction of any bankruptcy court or insolvency proceeding.

(b) The restrictions of subsection (a) of this Section, shall not apply to qualified Domestic Relations Orders, meeting the requirements established exclusively by the

Trustees, issued by a court of competent jurisdiction with respect to a Participant who has separated from service with the Authority and is eligible to receive a benefit or distribution from the Plan and has applied for such benefit. Any action taken by the Trustees in implementing a Qualified Domestic Relations Order shall be final and binding on all parties, and their successors, heirs, executors, administrators and assigns, and shall result in the discharge of the Plan's obligation to the Participant.

Section 15 - Vesting

- (a) Upon termination of employment, for any reason, an employee with at least ten (10) years of service shall be entitled to one hundred percent (100%) of the full pension benefit accrued to the date of termination commencing at age 65. Such deferred benefit shall be paid in lieu of a return of employee's contribution at the employee's option.
- (b) Employees shall be one hundred percent (100%) vested upon the completion of ten (10) years of credited service.
- (c) Forfeitures, if any, must not be applied to increase the pension benefits any Participant would otherwise receive under this Plan.

Section 16 - Pre-retirement Death Survivor Benefits

If an employee dies prior to retirement, but after becoming eligible to receive a normal or early retirement benefit and is survived by a spouse, as designated beneficiary, such spouse shall be entitled to a lifetime annuity equivalent to one-half (1/2) of the reduced retirement allowance to which the employee would have been entitled had he retired on the date of his death and had he duly elected an option under which his survivor would receive one-half (1/2) his reduced allowance upon his death. This annuity will be paid in lieu of a return of employee contributions.

Section 17 Early Retirement Incentive Program

Effective September 15, 1996, the Early Retirement Incentive program contains the following elements:

- (a) Eligibility -- Active employees 52 years of age, or older, with 25 years of service who exercise their right to retire within a defined 90-day period. The actual effective dates of retirement shall be staged in a manner, as determined by the Authority, which avoids any disruption in service, provided that all retirements shall be effective within six (6) months following the completion of the election window. Preferences regarding the actual date of separation shall be granted on the basis of seniority.
- (b) Benefit Supplement -- Upon retirement, each eligible participant shall receive a lump-sum payment of \$25,000 (which is not to be included in the calculation of the participants' earnings for any purpose under this Plan or the Collective Bargaining Agreement) in addition to the retirement allowance payable under Section 7(a) of this Appendix A.

Annex A
Actuarial Assumptions

This Annex A lists the Actuarial Assumptions applicable to the Plan. This Annex is intended to be incorporated by reference into and made a part of the Plan.

Factors Used to Calculate Actuarial Equivalents:

Interest rate:	7.2%
Cost of living adjustment:	5%
Healthy mortality table:	UP-1984 Table set forward one year for males UP-1984 Table set backward four years for females
Disabled mortality table:	1985 Disabled Life Mortality Table for males and females blended from ages 40 through 80 into the UP-1984 (from ages 40 through 90 for females)
Percent male:	85%
Percent female:	15%
Table construction:	Healthy and disabled mortality rates are equal to 85% of the male rate plus 15% of the female rate for any given age.

**APPENDIX B
BUS MAINTENANCE RESTRUCTURING AGREEMENT**

1. All present job classifications engaged in Bus Maintenance will be reclassified along specific independent occupational or specialty lines as set forth in the attached list. The maximum rate of pay for each job classification will be established as shown on the attached list. Except as noted, each such job classification will be subject to a within-job classification promotion as set forth in the following tables.

	<u>FLEET SERVICER</u>	<u>CERTIFIED MECHANIC</u>
Grade E	80	90
Grade D	85	90
Grade C	90	100
Grade B	95	102.5
Grade A	100	104
Grade AA	103	114

Vacancies in the entry grade, Grade D, will be posted for bid and filled in accordance with Section 49(f) of the Collective Bargaining Agreement. Advancement from Grade D to Grade AA within a job classification will be in accordance with the procedures described herein.

2. Twelve (12) months after an employee achieves a particular grade level (E, D, C, B, or A) they will advance to the next grade level, provided they have taken and passed the applicable written and practical test(s), acquired the applicable certifications and are not delayed in accordance with paragraph 3 of this Agreement. Once promoted an employee must maintain that level of proficiency and certification to maintain the pay grade. Current incumbent employees (within Bus Maintenance) that subsequently are promoted within their current job classification (or reclassified job classification) who later fail to maintain that certification will revert to the next lower pay grade for which they are certified but no less than the pay grade of the employee's original grand-fathered pay grade (e.g., Grand-fathered Mechanic B is promoted to Mechanic A and later to AA, this employee fails to re-certify at the AA, A, B or C levels, this employee would revert to the B level).

All within-job classification promotional opportunities will be offered in September and March of each year. Within-job classification promotions will be effective concurrent with job picks currently in January and July of each year. Tools, equipment and written material required to prepare for promotional, certification and re-certification testing will be available at the Bus Maintenance Training Facility and will include Automotive Service Excellence (ASE) material. As new equipment is purchased which requires employee training, the Authority will appoint the appropriate number of employees to participate in the train the trainer sessions.

Trained trainers will then share the information with the remaining employees of the job classification repairing and maintaining the equipment. Trainers may include non-bargaining unit instructors and supervisors, bargaining unit lead and AA rated employees. Employees in certified mechanic job categories may annually request up to eight (8) hours straight time pay in lieu of working their scheduled assignment for the purpose of utilizing the learning laboratory/classroom training opportunity in preparation for a single test and up to a maximum of 16 hours for multiple tests in years when the employee is otherwise eligible for within-job classification promotion or re-certification. All other time spent at the learning laboratory/classroom training in preparation for promotion or re-certification will not be compensated.

3. Notwithstanding test results, time in service, and certifications, a promotion may be delayed by management in increments of six months if the individual in question has failed to demonstrate fitness and ability as defined in Section 44(c) of the Collective Bargaining Agreement (see also page 13 attached hereto).

Should such a delay occur, it will be accompanied by a written, supervisory appraisal and the Union will receive a summary of the reasons for the delay.

Management recognizes its responsibility to continuously inform employees of their performance during the course of the year. It is understood that management will provide counseling throughout the year to inform each employee and attempt to provide the guidance required to enhance their opportunity for promotion. If required, a plan will be developed to improve an employee's performance.

4. For the purpose of selecting hours, locations, and days off, all employees within pay grades C, B, and A in the same job classification will bid in one group, based on maintenance and construction district seniority. Employees in pay grades D, AA and AA Leads will bid only within their respective job classification and pay grades based on maintenance and construction district seniority.
5. It is understood that for work assignment purposes, E, D, C, B, A, and AA graded employees may be utilized interchangeably, although each position is distinguished by levels of proficiency and efficiency.

Consequently, when an assignment vacancy occurs due to an unexpected event such as death, retirement, long-term disability, etc., more than six weeks before a new pick will take effect, the vacant assignment will be posted for bid among the employees who would have been entitled to bid at the time of original selection. If the open assignment is taken, the resultant vacancy may be posted under Section 49(f). If it is not posted for bid, it will not be filled by reassignment on a temporary basis.

6. For purposes of applying the provisions of this Agreement to incumbents,
 - a. employees will be placed in their current pay grade at the restructured pay

- grade rates of pay except as otherwise provided herein, and,
 - b. employees may utilize time in service in their present grade to test for the next grade level.
- 7. Nothing in this Agreement will prevent WMATA from posting for bid under Section 49 additional vacancies in any grade beyond those necessary to provide the promotional opportunities guaranteed under this Agreement.
- 8. Individuals will be permitted to test only for the next level above their existing grade during promotional testing cycles.
- 9. The Authority will provide reimbursement of the ASE Certification and Recertification Registration and Test Fees to employees who satisfactorily obtain a certification required for advancement within the employee's job classification. The Authority will pay up to two hours (2) and 15 minutes of straight time for successful passage of a single ASE test and four (4) hours and 15 minutes for passage of multiple ASE tests in a single testing phase.
- 10. Housekeeping changes:
 - a. Memorialize the practice of the Section 24 (f) Air Gun Grinder Differential non-applicability to the Bus Garages.
 - b. Memorialize the parties' understanding that there will be no bumping when additional shifts are added or deleted, provided the change occurs simultaneously with the quarterly pick.
 - c. Modify Section 24(f) to provide for the continuation of the practice of posting Lead assignments as vacancies for competitive bid from among the Lead qualified applicants instead of posting for bid at time of each pick.
 - d. Garage Body Lead Mechanics, Garage Inspection Lead Mechanics, Garage HVAC Lead Mechanics and Garage Wheelchair Lift Mechanics will continue to pick separately for shift and assigned days off.
 - e. WMATA internal test results will be good for one (1) calendar year.
- 11. The Authority will provide the Union copies and will meet with the Union to review and discuss the revised and new job descriptions.
- 12. The Authority and the Union will meet periodically as necessary to review in an attempt to resolve any implementation issues which may arise.
- 13. A Union designated monitor may attend practical tests but will be on unpaid Union Business Leave during such time.

14. The parties agree to continue the Bus Maintenance Promotion Panel process.
15. Modify Section 24 (f) to provide the Body and Inspection Lead differentials at 2% above the Mechanic AA pay rate.
16. Bus Maintenance work will be restructured and reclassified, as detailed in the following tables. Nothing in this section modifies the application of Section 24 (f) as it relates to Mechanic AA Leads that move to a new job classification.
17. The Cleaner-Shifter Classification shall be restructured, as follows:
 - a. Abolish the Cleaner Shifter Classification (Class Code 2052) and incorporate the duties and responsibilities into the Fleet Servicer Classification at new Grade "E";
 - b. New entrants shall be hired in Grade E and progress to Grade D after 12 months of service;
 - c. The Grade E wage rate will be set at 80% of the top operator rate.
 - d. Incumbents in the Cleaner-Shifter class will be upgraded to FS Grade E with the exception of currently grandfathered Cleaner-Shifter's who are not qualified to perform the entry level FS position.
 - e. New recruits 18 years or older are eligible for the entry position.

SINGLE PAY GRADE JOB CATEGORIES With Hiring Progression					
Present Title	Code No.	Current % of Top Operator's Rate	# of Positions	Proposed Title	Proposed Top Rate
Cleaner	3886	78%	4	Cleaner	78%
Cleaner-Shifter	3887	80%	8	Cleaner-Shifter	80%
Without Hiring Progression					
Mechanic A Body/Insp. Lead	3885	110% + Diff	1	Garage Body Lead Mechanic	112% + Diff.
Mechanic A Body/Insp. Lead	3885	110% + Diff	1	Garage Inspection Lead Mechanic	112% + Diff.
Mechanic AA A/C Lead	3860	110% + Diff	1	Garage Lead Mechanic	112% + Diff.
Mechanic AA Wheelchair Lift	3877	110%	2	Garage Wheelchair Lift Mechanic	112%

MULTI PAY GRADE JOB CATEGORIES					
Present Title	Code No.	Current % of Top Operator's Rate	# of Positions	Proposed Title	Proposed Top Rate
Steam Cleaner	3889	102.5%	0	Garage AA	103%
Tire Changer	3888	102.5%	1	Fleet Servicer	
				A	100%
Mechanic Helper A (Bus Maintenance)	3868	95%	1	B	95%
Mechanic Helper B (Bus Maintenance)	3869	92.5%	0	C	90%
Mechanic Helper C (Bus Maintenance)	3870	90%	3	D	85%

GARAGE FLEET SERVICER

Duties will include but are not limited to:

- (a) Tire changing
- (b) Steam cleaning
- (c) Cleaning and changing batteries
- (d) Operating vehicles to include change offs
- (e) Inspecting and replacing light bulbs and wipers
- (f) Collecting vehicle fluid samples
- (g) Accomplishing vehicle lubrication tasks including fluid and filter changes
- (h) Inspecting, removing and replacing vehicle seat cushions
- (i) Starting vehicles and working the service lane
- (j) Obtaining and distributing parts and other material
- (k) Accomplishing housekeeping duties including trash removal

Minimum Work Experience Requirements:

- 2 years full-time experience
- Or, 3 years high school mechanical training and 1 year F/T experience
- Or, 2 years tech school mechanical training and 1 year F/T experience
- Or, 4 years college mechanical training and 1 year F/T experience
- Or, Shorter periods of training require 2 months' additional experience for each month short on the training requirement

Minimum job specific qualifications will include but are not limited to:

	D	C	B	A	AA
High School or Equivalency Certificate	X	X	X	X	X
Completion of auto/diesel maintenance vocational trade school or a minimum of six (6) months vehicle maintenance experience	X	X	X	X	X
	D	C	B	A	AA
Mechanical Aptitude Test	X	X	X	X	X
SRA Type Reading	X	X	X	X	X
Pass written and/or practical examination to advance to each level	X	X	X	X	X
Certifications (such as but not limited to, basic mechanical orientation, forklift operation, steam cleaning, and tire changing)		X	X	X	X

GARAGE FLEET SERVICER

MULTI PAY GRADE JOB CATEGORIES					
Present Title	Code No.	Current % of Top Operator's Rate	# of Positions	Proposed Title	Proposed Top Rate
Mechanic AA (Bus Maintenance)	3860 3881	110%	6	Garage Mechanic AA	112%
Mechanic A (Bus Maintenance)	3882	104%	16	A	104%
Mechanic B (Bus Maintenance)	3883	102.5%	16	B	102.5%
				C	100%
				D	90%

GARAGE MECHANIC

Minimum Work Experience Requirements:

- 2 years full-time experience
- Or, 3 years high school mechanical training and 1 year F/T experience
- Or, 2 years tech school mechanical training and 1 year F/T experience
- Or, 4 years college mechanical training and 1 year F/T experience
- Or, Shorter periods of training require 2 months' additional experience for each month short on the training requirement
- Or, completion of either a 3 or 4 year bona fide apprenticeship program

	D	C	B	A	AA
<input type="checkbox"/> High School or Equivalency Certificate	X	X	X	X	X
<input type="checkbox"/> Work Experience	X	X	X	X	X
<input type="checkbox"/> Mechanical Aptitude Test	X	X	X	X	X
<input type="checkbox"/> SRA Type Reading	X	X	X	X	X
<input type="checkbox"/> ASE Certification: TO REACH MASTER TECHNICIAN STATUS IN A SPECIFIC FIELD, YOU MUST PASS THE REQUIRED NUMBER OF TESTS WITHIN THAT FIELD. PLEASE REFER TO AN ASE REGISTRATION BOOKLET OR CONTACT BUS MAINTENANCE TRAINING FOR ADDITIONAL INFORMATION.	D	C	B	A	AA
One (1) certification in one field (Medium/Heavy Truck/ School Bus or Automotive).	X	X	X	X	X
One (1) certification in one field (Medium/Heavy Truck or School Bus) Gasoline Engines (T1) not acceptable.		X	X	X	X
Two (2) certifications in one field (Medium/Heavy Truck or School Bus) Gasoline Engines (T1) not acceptable.				X	X
Four (4) certifications in one field (Medium/Heavy Truck or School Bus) Gasoline Engines (T1) not acceptable.					X
Master Technician Certified in Medium/Heavy Truck or School Bus, Gasoline Engines (T1) not acceptable.					
<input type="checkbox"/> WMATA Certification:					
<input type="checkbox"/> All Fleet Servicer Job Classification Certifications		X	X	X	X
<input type="checkbox"/> Hydraulic					X
<input type="checkbox"/> CFC Refrigerant Recovery					X
<input type="checkbox"/> Welder					X

All Mechanics must maintain obtained certifications through the once every-five-year-recertification program. All Mechanics must maintain CDL with appropriate endorsements. WMATA reserves its sole and exclusive right to substitute any of the above test/certification requirements including but not limited to changes to other providers or Motor Coach instead of School Bus/Heavy Truck. WMATA In-House Certification Training will continue to be provided and conducted on-duty.

FOR ALL BMNT VACANCY SELECTIONS AS WELL AS PROMOTIONS

In addition to the job and grade specific requirements referenced elsewhere, the following minimum qualifications continue to be required for all job and pay grade changes.

- Proficient on-the-job performance.
- Pass both written and practical tests with a minimum passing score of 75% for each.
- License: For employees in the Cleaner-Shifter job category a valid Commercial Driver's License (CDL), with appropriate endorsements from jurisdiction of residence for Passenger Bus and Air Brakes Endorsements are required. For employees in the Garage Fleet Servicer job classification a valid CDL, with appropriate endorsements from jurisdiction of residence for Passenger Bus, Air Brakes and Tow Truck Operation Endorsements are required for grades C, B, A, and AA Additionally, the AA Garage Attendant is required to have the Hazardous Materials and Tanker Endorsements. For employees in the Garage Mechanic job category a valid CDL, with appropriate endorsements from jurisdiction of residence for Passenger Bus, Air Brakes and Tow Truck Operations are required. All employees are required to maintain required licenses and endorsements for their job category and pay grade during their employment with the Authority.
- Possess the necessary tools to accomplish the required tasks of the specific job position
- No preventable on-duty injury where one (1) full day or more was lost in the prior 365 calendar days
- No punitive action suspensions in prior 365 calendar days
- No more than one (1) disciplinary action (including cautions, warnings and reprimands) in prior 365 calendar days
- No more than four (4) sick reports (except approved FMLA) in prior 365 calendar days
- No more than seven (7) Attendance Reporting Procedure points in prior 365 calendar days

AUTOMOTIVE SERVICE EXCELLENCE (ASE) CERTIFICATION SUMMARY

- Test Registration: in March and September
- Test Dates: in May and November

- Test Results sent out 6 weeks following test date
- Recertification required every 5 years
- Test Locations
 - District of Columbia - None
 - Maryland
 - Baltimore
 - Columbia
 - Largo
 - Laurel
 - Rockville
 - Silver Spring
 - Severn
 - Virginia
 - Alexandria
 - Arlington
 - Manassas

- Work Experience Requirements
 - 2 years full-time experience
 - Or, 3 years high school mechanical training and 1 year F/T experience
 - Or, 2 years tech school mechanical training and 1 year F/T experience
 - Or, 4 years college mechanical training and 1 year F/T experience
 - Or, Shorter periods of training require 2 months' additional experience for each month short on the training requirement
 - Or, completion of either a 3 or 4 year bona fide apprenticeship program

- Types of Certifications
 - Master Automobile Technician
 - Master Medium/Heavy Truck Technician
 - Master Collision Repair/Refinishing Technician
 - Master Engine Machinist
 - Master School Bus Technician
 - Advanced Automobile Engine Performance Specialist
 - Advanced Medium/Heavy Electronic Diesel Engine Diagnosis Specialist

MEMORANDUM OF UNDERSTANDING

Between

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

And

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 2

September 9, 2025

The Washington Metropolitan Area Transit Authority (“WMATA” or “Authority”) and Office and Professional Employees International Union, Local 2 (“Local 2” or “Union”) hereby agree to amend the existing collective bargaining agreement (“CBA”). This agreement is contingent upon approval by both the Authority’s Board of Directors and ratification by the Union membership. All sections and subsections not amended by the Memorandum of Understanding (other than any provisions that were scheduled to expire at the end of the contract term absent agreement to the contrary) shall continue in effect without change. Unless specifically provided otherwise, all changes are effective as of the date of both Union ratification and Board approval.

The CBA shall be amended as follows:

1. General No Article Specific - CBA Wide:

All references to “He” and or “She” shall be replaced be replaced with the “employee” except in instances where gender-specific terms are necessary for clarity, such provision relating to maternity or paternity leave.

2. Article I, Section (4)(b) “Recognition”; “Cross Training”

The following modifications shall be made to Article I, Section (4) (b):

“For cross-training purposes, the Authority may temporarily assign non-bargaining unit employees to bargaining unit positions in the MICC, POWER Control and Police Communication (Refer to the attached Appendix for the list of job code) and may temporarily assign bargaining unit employees in the MICC, POWER Control and Police Communication 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.”

3. Article II, Union Membership; Sections 1-6

The following language will be modified in accordance with the decision of *Janus v. AFSCME* Council 31, 585 U.W. 878 (2018).

To the extent Sections (1), (2), (3), (4) and (5) of this Article may become permissible union security provisions under applicable federal and state law because of future legislative, administrative or judicial determinations, such Sections shall then become effective and may be enforced in situations not now permitted by law.

Replace current Section (6) with the following:

(6) The Authority agrees to provide the Union with a list, by the fifteenth (15th) of the month, of the names of any employees holding classifications and positions recognized to be represented by the Union. The list will include all bargaining unit employees, including newly hired employees. The list will include the following information, to the extent that the Authority has such information: name, job title, department, work location, their date of hire, seniority date, job classification, grade, occupation code, wage rate, and contact number(s) and/or personal email address(es), if any, on file with the Authority, and home address.

Add new Section (7) as follows:

(7) The Authority shall furnish all current Local 2-represented employees with a copy of this Agreement upon ratification and execution by the Authority and the Union. The Authority shall inform each new Local 2-represented employee, at the time of their employment, of the existence of this Agreement and shall furnish each such new employee with a copy of this Agreement.

Add new Section (8) as follows:

(8) The Authority shall provide the Union with advance notice of the schedule for all new employee orientations for Local 2-represented positions. After the new employee orientation has been conducted by the Authority, all Local 2-represented employees will be sent to a separate meeting space to be given Local 2 orientation by the Union Staff Representative(s) and/or Union Shop Steward(s).

4. Article XII, Section (1) “Wages, Work Definition and Classification”; “Wage Rates”

The following modifications shall be made to Article XII, Section (1):

“Effective July 1, 2025 - 0% general wage increase; one-time ratification bonus of \$1,500.

Effective July 1, 2026 – a 4.0% general wage increase

Effective July 1, 2027 – a 3.75% general wage increase

Effective July 1, 2028 – a 3.75% general wage increase”

The Parties agreed that a one-time ratification bonus of \$1,500 will be paid to every active Local 2 member of the bargaining unit who is an employee both as of the date when the WMATA Board adopts the ratified collective bargaining agreement and the date when this bonus is disbursed.

For the TS salary schedule, add the specific language to the scale on time movement:

“Satisfactory or better service is required for a 3 % increase below the midpoint *annually.*”

“Satisfactory or better service is required for a 1.5% increase above the midpoint *annually.*”

5. Article XII, Section (4) (5) “Wages, Work Definition and Classification”:

The following modifications shall be made to Article XII, Section (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 Office of Compensation Administration of the Department of Human Capital (HC.)”

The following modifications shall be made to Article XII, Section (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 Office of Compensation Administration Classification Section of the Department of Human Capital confirm the appropriate salary classification level and schedule for such job within sixty (60) days of the employee's complete submission of all requested documents required by WMATA. 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 HC 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. Article XVI, New Section (4) “Annual Leave”; “Donation”

The following modifications shall be inserted as Article XVI, Section (4):

“Employees shall have the discretion to transfer up to ten (10) days of annual leave per calendar year to be shared with other employees, within the bargaining unit only with the unequivocal understanding that once donated the same leave cannot be retroactively reinstated.

Before donations can occur, the receiving employee must have exhausted all accrued leave, and no leave can be advanced in order to be used for donations.”

7. Article XVIII, Section 1(b) “Insurance”; “Dental Insurance”

The following modifications shall be made to Article XVIII, Appendix G:

“Comprehensive Dental Expense Benefits:

- Increase the Maximum benefit from \$1,500 to \$2,000 per person based on a calendar year.”

8. Article XVIII, New Section (1) (f) “Insurance”; “Voluntary Benefits”

The following modifications shall be inserted as Article XVIII, Section (1) (f):

The following voluntary benefit options will be extended to employees who are within a covered position held by the Union, OPEIU, Local 2. The commencement of the benefits would start according to the "Plan Documents" of said benefits (i.e. beginning of benefit year and benefit start time) and after a successor collective bargaining agreement has been reached where all tentative agreements have been ratified by the Union and adopted by the WMATA Board of Directors.

Those benefits include the participation in:

- Accident Insurance
- Critical Illness Insurance
- Hospital Indemnity Insurance

9. Article XIV, Section (3) “General Leaves of Absence”; “Maternity and Paternity Leave”

The following modifications shall be added to Article XIV, Section (3):

“The Authority shall, upon written request, grant (up to 6 weeks) unpaid paternity

leave of absence, to run concurrently with FMLA under the conditions and procedures permitted to employees seeking leave for any other approved, non-job related, medical circumstances.”

The following additions shall be inserted as Article XIV, new sections- Section (3)(b) and (3)(c):

3(b) The Authority shall, upon written request, grant to employees up to six (6) weeks of paid Parental Leave under conditions and procedures permitted to employees seeking leave for any other approved, non-job related, medical circumstances for the lifetime of the contract. This provision shall be operative from the commencement of the contract year 2025 and will be effective during contract years 2026, 2027 and 2028. It is understood that this benefit expires on June 30, 2029.

3(c) Maternity, Paternity, Parental, Medical Leave Without Pay, and FMLA leave, if granted, shall run concurrently with each other and shall not be stacked.

10. Article IX, Section (2) “Discipline and Resignation”; “Probationary Period”

The following modifications shall be made to Article IX, Section (2):

“All newly hired employees will serve a probationary period of six (6) months from the date of hire, with the exception of Metro Integrated Command Center (MICC), Police Communication and employees in the Technical Training and Development (list of job code as Appendix). Employees are not eligible to apply for new positions during the probationary period.

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 ninety (90) 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. In such cases, the Authority shall provide a written justification for the termination. Such discontinuance shall not be subject to grievance or arbitration processes.

All newly hired employees accepting a position within the critical needs of the Metro Integrated Command Center (MICC), Police Communication and employees in Technical Training and Development (see list of job code as Appendix), will serve a six (6) month probationary period after the successful completion of their respective training periods.

- i) They shall retain a residency period of twenty-four (24) months (from the

- ii) date of board approval) after the completion of their training period.
- ii) During the residency period, employees are not eligible to apply for new positions.
- iii) Each newly hired employee will receive an annual bonus in the amount of \$7500 at the end of each respective residency year.”

Note: This section below, pertaining to incumbents and current as of (8/6/25) Rail Traffic Control Trainees at the time of WMATA's Board approval will not be annotated within the collective bargaining agreement. It will be included in the details of the applicable MOU, where there is language that speaks to the amount of the annual bonus, the one-time ability to opt in, and including the current Rail Traffic Controller Trainees inclusion into the residency program.

“All incumbents in the critical-needs areas (see list of job codes as Appendix)

- i) Will be offered a one-time opportunity to opt into the residency program for a 12-month or 24-month period.
- ii) Will receive \$7500 at the end of each respective residency year.
- iii) Incumbents are all employees that were hired before the execution of this contract with the exception of the current Rail Traffic Controller Trainees.
They will have 30 calendar days to opt in/out of the residency program after they have been officially notified of the program by the Union.
- iv) Current Rail Traffic Controller Trainees are grandfathered into the residency program requirement upon WMATA's board approval.”

NOTE: As it pertains to employees currently in their one (1) year probation period prior to WMATA's Board approval date, they will remain on their current probationary period length and for employees hired after the WMATA board approval date will have the new probationary period length (as identified above).

11. Article XX, Section (2) (8) “Grievance and Arbitration”; “Grievance Against the Authority”; “Expenses of Arbitration”

The following modifications shall be made to Article XX, Section (2):

Change all references to "LABR Director or designee" to "The Office of Labor and Employee Relations."

The following modifications shall be inserted to **Article XX**,

Section (2): Initiation: Add a new paragraph

The Union has the right to advance a grievance to the next step of the grievance process in cases where Management does not respond in the contractually defined time limits.

Section (8):

“Once discipline has been issued and a grievance has been initiated, the Authority shall provide the Union with access to view and/or hear video and/or audio data used during the investigation and discipline process. The Authority will make available for review the recording at Steps 1 and 2. A copy of the recording shall be provided to the Union at Step 3.

If the incident in question involves law enforcement, the union is responsible for submitting the request for access to the audio and/or video recording to the appropriate law enforcement agencies.”

ADD: The Grievance Arbitration Administrative Agreement, where the Parties have determined to expedite case administration by retaining and scheduling arbitration hearings on a rotating basis before a permanent panel of neutral arbitrators.

12. Article XXII, Section (6) “Copies of the agreement”

The following modifications shall be made to Article XXII, Section (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 to the bargaining unit. The Authority will allow the Union to use Authority channels for the distribution of the contract to the employees.”

13. Article XXIII, Duration

The following duration of this successor CBA will be a four (4) year term.

“This Agreement shall be in full force and effect through June 30, 2029 and shall continue in effect from year-to-year thereafter, unless either party gives notice, in writing, at least 150 calendar days prior to any expiration date of an intent to modify the Agreement.

14. Local 2 Attendance Policy Development & Implementation

The Parties agreed upon the creation of a subcommittee to develop a Local 2 Attendance Policy, applicable across the entire bargaining unit.

15. Local 2 Traffic Citation Committee

The parties agreed upon the creation of a subcommittee to develop and address the following:

- Non-Revenue vehicle access/vehicle operations traffic citations
- The subcommittee will develop a Memorandum of Understanding (MOU) pertaining to a mutually agreeable solution (manually and or electronically) for tracking and notifying employees of moving violation citations
- Citations that exist prior to the date that the MOU is signed, will be reviewed on a case-by-case basis as it pertains to:
 - Proper notification of citation by management
 - Amount to be paid
 - Additional fees for lateness of unpaid citations

Executed this 9th day of September, 2025.

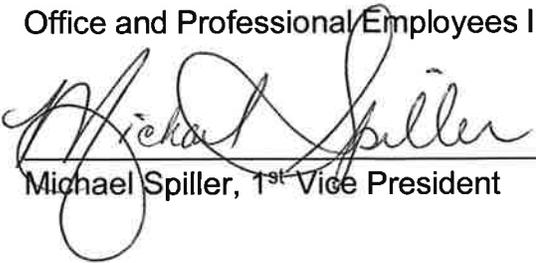
For: Washington Metropolitan Area Transit Authority

By:


Michael D. Levy, Esq., Vice President & Chief Labor and Employee Relations Officer

For: Office and Professional Employees International Union, Local 2

By:


Michael Spiller, 1st Vice President

MEMORANDUM OF UNDERSTANDING

By and Between

THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

&

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 2

The Washington Metropolitan Area Transit Authority ("WMATA" or "Authority") and Local 2 of the Office and Professional Employees International Union ("Local 2" or "Union") (collectively "Parties") hereby agree to the following terms to be applied to implement the Tentative Agreement to modify the language in Article IX Discipline and Resignation to address the compensation for Employees in critical needs Positions participating in the Residency Program.

The Residency Program is designed to ensure sufficient numbers of critical needs Positions identified below are filled with qualified Employees. All of the identified critical needs Positions are essential to the successful and efficient operation of the Authority. The Parties hereto agree to the following:

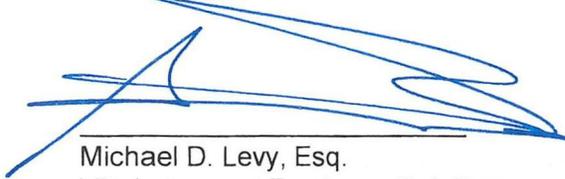
1. The terms of this MOU shall be effective upon full execution by the Parties and implemented in accordance with its terms.
2. All newly hired Employees accepting a Position within the critical needs of the Metro Integrated Command Center (MICC), Police Communication and Employees and Technical Training and Development (see list of Job Codes in Appendix "A" attached hereto incorporated herein), will serve a six (6) month probationary period after the successful completion of their respective training periods.
3. The newly hired Employees shall retain a residency period of twenty-four (24) months (from the date of Board Approval) after the completion of their training period.
4. During the residency period, Employees are not eligible to apply for new Positions.
5. Each newly hired Employee will receive an annual bonus in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) at the end of each completed respective residency year. The Bonus will be subject to the standard and customary payroll taxes where applicable.
6. Incumbents are all Employees who were hired before the approval of the proposed Collective Bargaining Agreement by the WMATA Board with the exception of the current Rail Traffic Controller Trainees. Incumbents will have thirty (30) calendar days to opt in/out of the Residency Program after they have been officially notified of the Program by the Union.
7. All Incumbents in the critical needs Positions (see list of Job Codes in Appendix A) will be offered a one-time opportunity to opt into the Residency Program for a twelve (12)-month or twenty-four (24)-month period.

8. Incumbents will receive Seven Thousand Five Hundred Dollars (\$7,500.00) at the end of each completed respective residency year.
9. Current Rail Traffic Controller Trainees will be grandfathered into the Residency Program requirement upon WMATA's Board approval and will also be subject to completing a period of twenty-four (24) months (from the date of Board Approval) after the completion of their training period.
10. Current Rail Traffic Controllers Trainees will also receive an annual bonus in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) at the end of each completed respective residency year. The Bonus will be subject to the standard and customary payroll taxes where applicable.

The undersigned represent that they agree to the provisions herein and have the authority to bind the Parties to the terms and conditions of this MOU and such representation is confirmed by their signature below.

This MOU does not relinquish any Management Right or any of the Parties' obligations under the applicable Collective Bargaining Agreement.

FOR: WMATA



Michael D. Levy, Esq.
VP, Labor and Employee Relations

FOR: OPEIU, LOCAL 2



Michael Spiller
1st Vice President

9/09/2025
DATE

9/09/2025
DATE

APPENDIX A

Metro Integrated Command Center (MICC)

<i>Position Name</i>	<i>Job Code No.</i>
Rail Traffic Controller	6750
Bus Dispatcher	6450

Power Operations Center

<i>Position Name</i>	<i>Job Code No.</i>
Maintenance Controller	4640
Power Desk Controller	4685

Police Communications

<i>Position Name</i>	<i>Job Code No.</i>
Public Safety Dispatcher: PSD I	1759
Public Safety Dispatcher: PSD II	1760
Police Communications Technician	1757

Technical Training & Development

<i>Position Name</i>	<i>Job Code No.</i>
Rail Traffic Controller Trainee	6850

Created on 12/17/25
VA

MEMORANDUM OF UNDERSTANDING

By and Between

THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

&

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 2

The Washington Metropolitan Area Transit Authority ("WMATA" or "Authority") and Local 2 of the Office and Professional Employees International Union ("Local 2" or "Union") (collectively "Parties") hereby agree to the following terms to be applied to implement the Tentative Agreement to modify the language in Article IX Discipline and Resignation to address the compensation for Employees in critical needs Positions participating in the Residency Program.

This Memorandum of Understanding (MOU) will give guidelines on the conditions regarding the completion of a residency year and what constitutes a complete 12-month or 24-month residency period for employees within the critical need positions for both (a) incumbents and (b) newly hired employees/trainees.

The Parties agree that this MOU works in conjunction with the new terms of the collective bargaining agreement approved by the WMATA's board on September 25, 2025 and the Residency MOU dated September 9, 2025.

As it pertains to Incumbents:

Incumbents are defined as any employee who completed their training before the Board's Approval of the contract on September 25, 2025.

1. If an incumbent elects to opt into the residency program for one year, and the employee finds that at the end of the first calendar year, they have sixty (60) or more consecutive days of absences, the employee is only required and may make up the **consecutive days of absences above sixty (60) days only** if they desire to receive the bonus during the first year of their opt-in residency.

Once the employee decides to make up the **consecutive days of absences above sixty (60) days**, the employee's residency period will be extended by the number of days required to complete the residency period, and a new residency start date will be applied for the second-year residency if applicable. (See Appendix A-Example)

No bonus will be paid out for the first year if the employee opts out of making up the consecutive days of absences above sixty (60) days. The employee's second-year residency will begin, if applicable.

2. If an incumbent elects to opt into the residency program for two years, and the employee finds that at the end of the second calendar year, they have sixty (60) or more consecutive days of absences, the employee is only required and may make up the **consecutive days of absences above sixty (60) days only** if they desire to receive the bonus during the second year of their opt-in residency.

Once the employee decides to make up the **consecutive days of absences above sixty (60) days**, the employee's residency period will be extended based on the days required to complete the residency period. The employee's residency period will end.

No bonus will be paid out for the second year if the employee opts out of making up the consecutive days of absence above sixty (60) days. The employee's second-year residency will end.

3. Any employee returning to a critical needs position after satisfying the residency requirements of one (1) or two (2) years and receiving the residency bonuses, the employee will not be subject to the residency hold or receive the bonuses.
4. An incumbent on approved annual leave, workers' compensation leave, military leave, approved family medical leave, or dependent care leave will not be counted against the employee's time for completing a work year during an opt-in residency year.
5. An Incumbent absent while in the Employee Assistance Program or while adhering to the Substance Abuse Policy treatment program will not count towards completing a work year and can be made up at the end of the respective calendar year. No bonus will be paid out for the first year if the employee opts out of making up the days of absences.
6. The first-year residency time-period will be backdated to commence on November 1, 2025, and will conclude on November 1, 2026.
7. The employee must make their declaration within 30 calendar days of implementation, at the time of Local 2 OPEIU notification, and follow the one-time opt-in/out notification process outlined in the Residency MOU, dated September 9, 2025.

As it pertains to Newly Hired Employee/Trainees

Newly Hired Employees in the **Critical Needs Positions** are defined as those employees hired into positions covered by Local 2 Bargaining Unit for the first time, and employees who are transferred or promoted from another Local 2 covered position and have not entered the training program. Trainees are

designated as employees who have started a training program but have not been certified or completed the training course/curriculum before the Board's Approval of the collective bargaining agreement on September 25, 2025.

The Residency Program for Newly Hired Employees/Trainees will not commence until after training and/or a promotion into the new position.

1. If the Newly Hired Employee or Trainee has thirty (30) or more consecutive days of absences within any of the two required residency years, the following will occur:

- a. The employee can, at their discretion, make up the **consecutive thirty (30) days** at the end of the first year and will receive the residency bonus as outlined in the Residency MOU, dated September 9, 2025. Once completed, the second-year residency will begin. (See Appendix A-Example)

Once the employee decides to make up the **consecutive thirty (30) days**, the employee's residency period will be extended by the number of days required to complete the residency period, and a new residency start date will be applied for the second-year residency, if applicable. (See Appendix A-Example)

No bonus will be paid for the first year if the employee opts out of making up the 30 days. The employee's second-year residency will begin.

- b. During the employee's second-year residency, the employee can, at their discretion, make up the **consecutive thirty (30) days** at the end of the second year and will receive the residency bonus as outlined in the Residency MOU, date September 9, 2025. The employee's residency period will end. (See Appendix A-Example)

Once the employee decides to make up the **consecutive thirty (30) days**, the employee's residency period will be extended by the number of days required to complete the residency period. The employee's residency period will end.

No bonus will be paid out for the second year if the employee opts out of making up the thirty (30) days. The employee's second-year residency will end.

- c. Any employee returning to a critical needs position after satisfying the residency requirements of one (1) or two (2) years and receiving the residency bonuses will not be subject to the residency hold or receive the bonuses.

Appendix A- to Residency Program

The following examples are based on a calendar year of January 1, 2026, through December 31, 2026.

Incumbents Example Of Consecutive Sixty (60) Days:

1. Employee is absent from January 1, 2026, through March 31, 2026, with no break in their absence. The time to be made up will be thirty (30) days. This is done because the thirty days exceed the sixty (60) consecutive days.
2. The employee's original residency end date would have been January 1, 2027.
3. The employee's new residency period will end on January 31, 2027. (Employee has completed the thirety (30) days)
4. The employee's second-year residency period will start on February 1, 2027, if applicable.

Newly Hired/Trainees Example Of Consecutive Thirty (30) Days:

1. Employee is absent from January 1, 2026, through March 31, 2026, with no break in their absence. The time to be made up will be ninety (90) days. This is done because the ninety (90) days include the first consecutive thirty (30) days and the sixty (60) consecutive days thereafter, with no break in between.
2. The employee's original residency period will end on January 1, 2027
3. The employee is making up the sixty (60) consecutive days, which make the new residency date to be March 31, 2027.
4. The employee's second-year residency period will start on April 1, 2027, if applicable.

In both cases, if the consecutive days of abences are not greater than , sixty (60) consecutive days for Incumbents or thirty (30) consecutive days for Newly Hired/Trainees, no time is required to be made up.

COLLECTIVE BARGAINING AGREEMENT

METRO SPECIAL POLICE

PREAMBLE

This Agreement, made and entered into this 1st day of October 2021, by the WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (hereinafter referred to as the "Authority") and **Local 639 TEAMSTERS', LAW ENFORCEMENT DIVISION** (hereinafter referred to as the "Union"), has as its purpose assisting the Authority in providing the best possible service to the public; the promotion of harmonious relationships among the Authority, its employees and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working conditions and other related economic conditions of employment.

ARTICLE 1 - RECOGNITION

The Authority recognizes the Union as the sole and exclusive collective bargaining agent of all employees of the Metro Special Police Unit of the Metro Transit Police Department (MTPD) holding the rank of Officer, excluding supervisors and clerical employees, for the purposes of negotiating wages, hours and working conditions.

ARTICLE 2 - UNION SECURITY

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing of the Union during the term of the Agreement. It shall also be a condition of employment that all current employees covered by this Agreement who become members shall remain members in good standing in the Union. All future employees covered by this Agreement shall within thirty (30) days of employment become members of the Union and shall remain members in good standing during the term of this Agreement.

ARTICLE 3 - CHECKOFF OF DUES

Section 1. The Authority shall deduct union dues and initiation fees from the wages of such members of the Union as individually and voluntarily certified to the Authority in writing that they authorize union dues deduction. A copy of the authorization form shall be attached to this Agreement and become a part thereof.

Section 2. Initiation fees to the Union shall be paid in twenty-five dollar (\$25.00) increments by payroll deduction per pay period until fully paid. Fees will be remitted to the Union on a monthly basis.

Section 3. The Union shall furnish to the Authority the Union members' individual written authorization for deducting said dues and a monthly itemized statement giving the names of employees (and amounts) from whose wages dues are to be deducted in an amount different from the regular standard monthly dues. The remittance is to be made to the Union by the Authority not later than the fifteenth (15th) day of each month.

Section 4. The Authority agrees to deduct from the paycheck of any employees covered by this Agreement voluntary contributions to Democratic, Republican, Independent Voter Education (DRIVE) set forth on the following form:

I subscribe, freely and voluntarily, the sum indicated below each week to DRIVE with the understanding that this voluntary contribution may be used by DRIVE for political purposes, including contributions to support candidates for local, state and federal offices. I understand my right to refuse to contribute without reprisal and that the amounts below serve merely as suggestions. I am free to subscribe more, less, or nothing, without benefit or disadvantage.

I further hereby authorize and request my employer to deduct from my earnings the sum indicated below each week, to be remitted to National DRIVE.

I reserve the right in accordance with the applicable state or federal laws to revoke this voluntary authorization at any time by giving written notice of such revocation to National DRIVE in accordance with such laws or otherwise.

DRIVE shall notify the Authority of the contributing employee by supplying a copy of the authorization. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Authority annually for the Authority's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 5. The Union shall indemnify and hold the Authority harmless from any and all claims, suits, judgments, attachments and any other liability resulting from any deduction from wages made in accordance with this Article.

ARTICLE 4 - PROBATION

New employees shall be considered probationary employees for the first one hundred eighty (180) days of employment. Management has the right to extend the probationary period with thirty (30) days of written notice to the employee and the Union. Any extension of the probationary period shall not exceed three hundred sixty-five (365) days in total from the date of hire. The discharge or discipline of a probationary employee shall not be subject to the grievance provisions of this Agreement except in cases of alleged illegal discrimination.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Authority and the Union concerning the meaning, interpretation and/or application of this Agreement, including discipline or discharge.

Section 2. A grievance as defined in this Article may be initiated by the Union, any employee or the Authority. Once a grievance is initiated by one party, the other parties are barred from raising the same grievance.

Section 3. No grievance shall be entertained or processed unless it is filed within the time limits set forth herein. If a grievance is not appealed to the next step in the grievance procedure within the time limits set forth herein, the grievance shall be deemed settled on the basis of the last response to the grievance.

Section 4. The parties may agree in writing to extend any time limits.

Section 5. If a party fails to provide a response or fails to meet within the time limits set forth herein, the grievance may be immediately appealed to the next step of the grievance procedure; the failure to provide a response within the time limits set forth herein shall not constitute a waiver of the party's right to oppose the grievance.

Section 6. In processing grievances against the Authority, the following steps shall be followed in accordance with Sections 1-4:

Step 1. The aggrieved employee may file a written grievance, on "Teamsters Local 639 Grievance Form", with the Special Police Captain or designee within seven (7) days of the MTPD action or written notice of the disciplinary action giving rise to the grievance. The Special Police Captain or supervisor shall sign for and date receipt of the grievance on the grievance form. The written grievance shall contain a brief statement of facts describing the complaint, a statement of the provisions of the Agreement alleged to be violated, and a statement of the relief requested. Any documents used to support the disciplinary action taken shall be provided to the Union and the employee upon request. The Union and the Special Police

Captain or designee shall meet with the grievant within ten (10) days of the Authority's receipt of the grievance to try and resolve the issue. The Special Police Captain or designee shall give a written response to the Union and the employees named in the grievance within seven (7) days after the meeting.

Step 2. If the grievance is not settled in Step 1, the Union may serve written notice of intent to appeal the grievance with the Chief or his designee within seven (7) days after receipt of the Step 1 response. The parties shall meet within fourteen (14) days to try to resolve the grievance. The Chief or his designee shall give a written response to the Union and to employees named in the grievance within seven (7) days after the discussion.

Step 3. If the grievance is not settled in Step 2, the Union may serve written notice of intent to appeal the grievance with the General Manager or his designee within seven (7) days after receipt of the Step 2 response. The parties shall meet within fourteen (14) days to try to resolve the grievance. The General Manager or his designee shall give a written response to the Union and to employees named in the grievance within seven (7) days after the discussion.

Step 4. If the grievance is not settled at Step 3, the Union may invoke arbitration by serving notice of intent to appeal to the Authority together with a written statement of the specific provisions of this Agreement at issue. If the grievance is not appealed to Arbitration as provided in this Section within seven (7) days after the Authority's response at Step 3 of the aforesaid grievance procedures, it shall be considered settled in accordance with such response, and shall be final and binding upon the aggrieved employee and the Union.

Section 7. In processing grievances against the Union, the following steps shall be followed in accordance with Sections 1-4:

Step 1:

MTPD shall file a written grievance with the Senior Business Agent within fourteen (14) days after MTPD is notified of the Union action giving rise to the grievance. The 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 the relief requested. The parties shall meet within fourteen (14) days to discuss the grievance. The Senior Business Agent shall give a written response to MTPD within seven (7) days after the discussion.

Step 2:

If the grievance is not settled at Step 1, MTPD may initiate final and binding arbitration. MTPD must demand arbitration by written notice from MTPD to the Senior Business Agent within seven (7) days after receipt of the Step 1 response.

ARTICLE 6 - ARBITRATION

Section 1. The Union or the Authority may invoke arbitration as specified in Article 5, Section 6 or 7.

Section 2. The Authority and the Union will jointly select four arbitrators who will be placed on a permanent list of arbitrators and who will serve in rotation as the impartial arbitrator to hear grievances that are invoked into arbitration.

Section 3. The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's report shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall not have the authority to add to, detract from, alter, amend or modify any provision of this Agreement and the arbitrator's report shall be consistent with all applicable law and ordinances, except as modified by the Duration of Agreement clause. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Authority and the Union. The report of the arbitrator shall be rendered within thirty (30) days after the conclusion of the hearing, if possible. Either party may request an executive session with the arbitrator for the purpose of discussing the arbitrator's award; such request must be made within seven (7) days of receipt of the arbitrator's award; the arbitrator may modify his award following such executive session. The final written report of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee or employees, the Authority and the Union.

Section 4. The Authority and the Union shall share equally the fee and other expenses of the impartial arbitrator and the cost of the transcript in connection with the grievance submitted. All other expenses will be borne by the party incurring the expense.

ARTICLE 7 - DISCIPLINE

Section 1. The grounds for discipline include:

- (a) Violation of any rules and regulations adopted by the Authority for the safe, convenient and orderly use of Transit facilities to include special operating procedures;
- (b) Violation of any rules and regulations established by MTPD in the form of General Orders, Special Orders, Memorandums and Training Procedures;
- (c) Violation of any regulations, rules, laws, ordinances of the signatories or any political subdivision thereof; and
- (d) Violation of any rules, regulations of signatory police agencies or any political subdivision thereof.

(e) The (a) - (d) includes those laws, ordinances, rules, regulations, procedures, etc., which presently exist or those subsequently enacted.

(f) Sleeping on duty is a terminable offense and the employee may be terminated on the first offense.

Section 2. In the case of interrogation involving criminal charges against the employee, such employee shall have the right to be represented by counsel.

Section 3. An employee's tour of duty or days off will not be changed for disciplinary reasons without the concurrence of the Chief of MTPD or his designee.

Section 4. An employee disciplinary counseling session, when warranted, regarding first time infractions of a minor nature (i.e., tardiness, soiled uniform, etc.) will, if possible, be conducted by the supervisor who initiated the corrective action.

Section 5. If an investigation exceeds ten (10) working days, the investigating supervisor will notify the employee in writing that the time of the investigation will extend past the ten (10) day period. The investigation will be completed as soon as possible, but if the investigation extends beyond thirty (30) working days, the Union will be notified and briefed of the reasons for the delay and any resulting discipline will be issued no later than seven (7) calendar days from the conclusion of the investigation.

ARTICLE 8 - CITIZEN COMPLAINT PROCEDURE

Section 1. The term "citizen" when used in this Article refers to persons outside the Authority chain of command.

Section 2. All individual complaints received by MTPD against any employees shall be submitted in writing by the complainant and a copy provided to the employee involved. In cases where the complaint is submitted to the complaint sections of the Authority, then the complaint shall be reduced to written form and a copy provided to the employee. Such complaints will include the name of the complainant, if known, and the nature/details of the complaint.

Section 3. The Authority will notify an employee of allegations, accusations or charges within seven (7) days of the date MTPD received the allegations, accusation or charges.

Section 4. No employee will be required to make any statement unless first given the opportunity to consult with the employee's Union Steward.

Section 5. The citizen complaint procedure shall not apply to criminal allegations against an employee; where criminal allegations are made against an employee, the employee shall be given the opportunity to consult with legal counsel prior to making any statement.

Section 6. The Authority will advise the employee of what disciplinary actions, if any, will be taken within seven (7) days of notification. If more time is required to complete the Authority's investigation, the time will be extended. The investigation will be completed as soon as possible and the employee will be notified promptly of what disciplinary action, if any, will be taken.

ARTICLE 9 - NO STRIKE, NO LOCKOUT

Section 1. For the duration 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 or the following types of job actions such as sick-outs, slowdowns, picketing and sympathy strikes. In the event of a violation of this Section, the Union shall immediately notify and instruct the employees orally and in writing that such action is in violation of this Agreement and that they are to return to work at once. The Union shall further take every other affirmative step required to bring about a cessation of such violation. Violation of this Section shall be cause for discharge without recourse to the grievance and arbitration procedure. Questions of the participation of individuals in activities prohibited by this Article, may, at the option of the Union, be submitted to the grievance and arbitration provisions herein.

Section 2. The Authority will not lockout any employees as a result of a labor dispute with the Union.

ARTICLE 10 - MANAGEMENT FUNCTIONS

Section 1. All management functions and rights which have not been expressly modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the Authority, including but not limited to: the exclusive right, in accordance with its judgment, to reprimand, suspend, dismiss or otherwise discipline employees for just cause; hire, promote, demote, transfer, lay off and recall employees to work; terminate or subcontract its operations or any part thereof and/or expand, reduce, alter, combine, transfer, assign or eliminate any job(s), departments, operations or services; control and regulate the use of machinery, equipment and other property; determine the number, location and operation of divisions and departments, the services to be rendered, the schedule of operations, the assignment of work and the size and composition of the work force; make or change rules, regulations, policies and practices not in conflict with the express provisions of this Agreement; introduce new improved research, development, operation, maintenance and service and distribution methods, materials, machinery, uniforms and equipment, and otherwise generally determine the mission of the Authority and the work force.

Section 2. The Authority's not exercising any function hereby reserved to it or its exercising any such function in a particular way is not to be deemed a waiver of its right to exercise such function or to preclude the Authority from exercising the same in some other manner.

Section 3. In the case of emergency circumstances beyond the control of the Authority, such as acts of God, flood, civil disorder or national emergency, necessary provisions of this Agreement shall be suspended, provided, however, that an employee's regular hourly rate for authorized hours worked during such emergency circumstances shall not be reduced. Any such suspension shall not be subject to the grievance and/or arbitration procedures set forth in Articles 5 and 6 of this Agreement.

ARTICLE 11 - DISCRIMINATION

Neither the Authority nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, religion, national origin, sex, age, union membership, or lawful union activity, or in violation of any applicable law or regulation. Any alleged violation of this Section shall be processed through the grievance procedure in this Agreement.

ARTICLE 12 - FILLING OF VACANCIES

Section 1. Vacancy Announcement for Special Police positions shall be posted at all work locations. One (1) copy of the notice shall be supplied to appropriate Union Stewards.

(a) The Authority shall only post vacancies as they occur within the top ten (10) picks from the Realignment List. However, the exception will be vacancies which have a part of the weekend off (i.e., Friday-Saturday, Saturday-Sunday, Sunday-Monday). Those "weekend" vacancies shall be posted for all Special Police Officers to bid regardless of the top ten (10) picks.

(b) Vacancies will be posted at all work locations within seven (7) days of the creation of the vacancy. In the event that two (2) or more employees apply for the vacancy, seniority shall prevail. One copy of the notice along with those on sick or annual leave shall be supplied to the appropriate Union President or his designee.

(c) All vacancies shall be filled within thirty (30) days of the closing date. This period may be extended by mutual consent by the Authority and the Union. Employees on annual or sick leave shall be notified of all vacancies by the Union.

Section 2. Vacancies. MTPD will seek volunteers to fill a temporary shift vacancy or vacancies. In the event that sufficient employees are not available on a consent basis, MTPD may assign the least senior employee to fill a temporary shift vacancy or on a point of service basis.

ARTICLE 13 - CONTRACTING OUT

The Authority shall not contract out or subcontract any work normally performed by the employees covered in this Agreement which results in layoff, transfer or demotion of said employees.

ARTICLE 14 - CHANGE IN EMPLOYMENT CONDITIONS

Section 1. All Special Police Officers must obtain and maintain an Armed Special Police Commission. Officers who fail the firearms range test and thereby become ineligible to renew their Special Police Commission as an Armed Special Police Commissioned Officer will have a minimum of three attempts within forty-five (45) days of their failure to qualify at the firearms range. Officers ineligible to receive an Armed Commission status may be terminated. The Authority may give time consideration to a Special Police Officer when there is a delay caused by the Authority.

Section 2. Effective October 1, 2019, when required to renew their commission, Officers will use their own time when reporting for urine analysis, finger printing and appearing at the Security Officers Management Branch (SOMB) of the Metropolitan Police Department. Starting on March 1, 2020, Officers will receive an allowance of one-hundred-nineteen (\$119.00) dollars to renew their commission. After renewal as the commissions are received by management, management shall be responsible for documenting receipt of the license and providing the Officers with their Special Police Commission. Once the commission has been received by management, the Officer will receive the equivalent of six (6) hours of straight time pay at the Officer's current rate of pay.

If an Officer has not received their commission by the 31st of June, they shall contact the SOMB of the Metropolitan Police Department and be guided by their direction. Officers contacting the SOMB shall notify management immediately and inform management of the direction they were given by SOMB

Section 3. Officers are required to report any suspension or revocation of their Commission to the Authority immediately. Any employee covered by this Agreement whose Special Police Commission is suspended by an accrediting body officially recognized by the Authority, shall be suspended until the commission is restored. The MTPD Chief, or designee, may choose to meet with an officer who has had their commission revoked with 24 hours of the reporting of the revocation. If an officer's commission is revoked, the officer will either be terminated, or the MTPD Chief, or designee, may, at his/her sole discretion, place that officer on a suspension without pay, and hold the termination in abeyance for a period of up to 90 days. The MTPD Chief, or designee, may choose to implement the termination of an officer with a revoked commission at any point during the suspension period. Any decision by the MTPD Chief, or designee, to meet or not meet with an affected employee under this Section shall not be grievable. The Authority will review on a case-

by-case basis, any Special Police Officer whose commission was revoked or suspended and subsequently reinstated.

ARTICLE 15 - SENIORITY

Section 1. Seniority accrues from the date the employee is entered upon the payroll of the Authority as a Metro Special Police Officer.

Section 2. The Authority shall post and simultaneously furnish the Union seniority lists on April 1 of each year, noting each employee's last date of hire by the Authority. Additionally, the list will be updated on or about October 1 of each year. The Union shall be notified orally or in writing within seven (7) days of all newly hired employees.

Section 3. An employee's seniority shall be terminated for the following reasons:

- (a) Resignation, voluntary quit, discharge for just cause or retirement;
- (b) Unauthorized absence for three (3) consecutive work days;
- (c) Failure to return to work within five (5) scheduled work days after delivery of written notice of recall from layoff to the last known address;
- (d) Layoff in excess of three-hundred sixty-five (365) days; or
- (e) Accepting other employment while on leave of absence for health reasons, without the prior approval of the Authority.

ARTICLE 16 - WAGES AND PREMIUM PAY

Section 1. Effective October 1, 2021, 2022, 2023, 2024 and 2025, employees shall receive step rate changes as follows:

<u>Effective October 1, 2021:</u>	2.75% step rate change
<u>Effective October 1, 2022:</u>	3.50% step rate change
<u>Effective October 1, 2023:</u>	4.00% step rate change
<u>Effective October 1, 2024:</u>	3.50% step rate change
<u>Effective October 1, 2025:</u>	3.50% step rate change

The step rate change shall become effective beginning at the first full pay period on or after each of the effective dates shown in Appendix A.

Employees shall receive in-grade step increases as provided in Appendix A.

On the employee's anniversary date and upon certification by the Authority of the employee's satisfactory performance, the employee shall be moved to the next step of the employee's salary schedule at one year intervals for steps one (1) through two (2) and at two (2) year intervals for steps three (3) through seven (7) starting October 1, 2017.

Section 2. Employees assigned as an Armored Truck Revenue Guard shall be paid while so assigned.

Section 3. Shift Differential. An employee who works one-half or a majority of the employee's straight time between the hours of 2:45 p.m. and 11:15 p.m., shall receive a shift differential of seventy-five (.75) cents per hour as part of the job rate. An employee who works one-half or a majority of the employee's straight time hours between the hours of 10:45 p.m. and 7:15 a.m., shall receive a shift differential of one (\$1.00) dollar per hour as part of the job rate. The shift differential shall not be considered to be part of the employee's base rate, nor shall it be applied to pay for nonproductive hours such as holiday pay, and annual and sick leave pay, nor shall it be used for the purposes of retirement and insurance benefits. The shift differential shall be considered for purposes of computing overtime.

Section 4. Call-in pay is payable when an employee is called in to duty at a time outside the employee's regularly scheduled tour of duty. Employees called in under this Section shall whenever possible be notified at the time of the call-in of the purpose of the call-in and probable duration thereof. Employees shall be paid call-in pay at the rate of one and

one-half times their straight time rate for a minimum of three (3) hours each time the employee is called in.

Section 5. Employees who have been previously notified and are required to report before their regularly scheduled time and work continuously through their regularly scheduled tour of duty shall not be paid call-in pay under Section 4 but shall be paid overtime at one and one-half (1.5) time their hourly rate before their regular shift.

Section 6. Holiday Premium. If an employee works on the day the Authority observes an Article 19 holiday, the employee shall receive holiday premium pay equal to one and one-half (1.5) times the regular rate plus the eight (8) hours holiday pay for a total of two and one-half (2.5) times the regular rate for the first eight (8) hours worked. The employee shall have the option of receiving compensatory time or holiday premium pay. There shall be no pyramiding of premium and overtime rates for work on a holiday. If an employee does not work on the day the Authority observes an Article 19 holiday (because it is the employee's scheduled day off or because the employee is given the day off), the employee shall receive eight (8) hours of holiday pay at the regular rate.

Section 7. Employees will either elect to have all wages directly deposited into the employee's account at a bank, credit union or similar financial institution that accepts direct deposits of funds from the Authority or be issued a debit card to which payroll wages will be deposited by the financial institution handling WMATA'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 ATMs of the financial institution handling WMATA's payroll and at certain 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 biweekly payroll earnings to either a direct deposit or debit account.

A payroll facsimile check slip will be issued each pay period. When there is an administrative error on a salary payment, the error shall be corrected as soon as possible.

ARTICLE 17 - HOURS OF WORK

Section 1. The standard work day shall consist of eight (8) hours and the work week shall consist of forty (40) hours.

Section 2. All employees on duty for eight (8) hours shall be given a thirty (30) minute unpaid lunch period.

Section 3. Lunch reliefs shall occur between 10 a.m. and 1 p.m. for the 7 a.m. - 3 p.m. day shift; between 6 p.m. and 9 p.m. for the 3 p.m. - 11 p.m. evening shift; and between 2 a.m. and 5 a.m. for the 11 p.m. - 7 a.m. night shift.

Section 4. If an employee declines lunch relief, that employee shall not be permitted to work during the unpaid lunch period.

Section 5. Employees shall be paid from the time they report to work until they are effectively released from duty.

Section 6. On June 1st and December 1st of each year the Authority shall provide the Union with a list of weekly post assignments, the hours of the assignments and a schedule indicating the specific number of days off allowed each day of the week for each shift. Shift assignment selections shall correspond in accordance with seniority. The Union shall return the completed realignment results to the Authority by June 30th and December 31st respectively. The Union shall include all employees out on Worker's Compensation, Family Medical Leave Act, Limited Duty and annual or sick leave.

MTPD retains its right to assign and reassign employees to shifts and days off as required for managerial reasons. In the event that MTPD does not assign particular employees to requested shifts and days off pursuant to seniority during realignment, MTPD will explain to the Union its reasons for doing so.

Section 7. Union Stewards will be given an opportunity to recommend changes to the Authority's bid selections prior to the actual pick.

Section 8. All Special Police Officers will be assigned daily to the selection made by such employee during the semi-annual pick. However, this guarantee will be suspended when the actual manpower strength falls below eighty-six percent (86%) of the authorized strength or circumstances covered under Article 10, Section 3.

Section 9. Each officer will receive at least eight (8) hours off in a twenty-four (24) hour period with the exception of commission renewal matters.

ARTICLE 18 - OVERTIME

Section 1. Overtime at the rate of time and one half (1.5) shall be paid when an employee works more than eight (8) hours per day or forty (40) hours per week, but overtime worked in any one day shall not be counted again in computing overtime on the weekly basis.

Section 2. Compensatory Time. - Compensatory time may be recorded for all employees. Compensatory time will be granted in an amount equal to time and one-half (1.5) of the number of hours of overtime or holiday(s) worked. When an employee elects to have overtime or a holiday worked recorded as compensatory time, it may be used as needed

by the employee and as approved by the employee's supervisor, but may not be used to cover absences not approved in advance, except in unusual or emergency cases. Unused compensatory time lapses on June 30 each year except that not more than one hundred eighty (180) hours may be carried over as an accumulation to the next period. Unused compensatory time, at time of separation, will be paid at the straight time rate.

Section 3. Limitations - Employees who are on annual leave, sick leave, leave without pay, or a non-bargaining unit assignment, in a non-pay status, on workers' compensation, or are already scheduled to be working during the available overtime assignment will be considered not available for an overtime opportunity. The Authority must not offer an employee an overtime assignment which would violate Article 17, Section 9 of this Agreement. The Authority is not required to offer overtime to an employee who would thereby be working two consecutive overtime assignments on their regularly scheduled days off.

Section 4. Voluntary Overtime List - The Authority shall establish an overtime list on the basis of seniority. At the conclusion of each work pick, employees may request, in writing, that the Authority remove them from the overtime list. Employees making such a request shall not be contacted for overtime opportunities until such time as they request, in writing, to be placed back on the overtime list.

Except as provided for in Section 5 below, beginning two (2) hours prior to each oncoming shift, management shall attempt to contact the most senior available employee on the list and offer them right of first refusal for available overtime assignments. If an employee is considered not available as described in Section 3 above, declines the overtime opportunity, or cannot be reached, management shall move on to the next employee on the list. This process shall continue until all available overtime opportunities are filled. The Authority shall continue down the seniority list until all subsequent overtime assignments during that shift are filled or until the list is exhausted. Once an employee accepts an overtime assignment, they shall not be contacted about subsequent assignments that become available on the same shift.

The Authority may require an employee on the outgoing shift to remain at their post until their relief arrives. In extenuating circumstances, management may, at its discretion, excuse an employee from this requirement. In such instances, the Authority may assign any available employee to work the post until such time as a volunteer for the assignment arrives at the work location.

Section 5. Special Events and Emergencies - Overtime work in general, whenever required, will be on a voluntary basis. However, during emergencies, and personnel shortages, employees are expected to or may be required to work extended tours of duty, days off, or on any scheduled time off. In such emergencies, the Authority may require any available employee to work an unfilled assignment.

When overtime is anticipated for Special Events, advance notice will be given. Employees will be selected/assigned from the various units on a volunteer basis by seniority. If a sufficient number of employees fail to volunteer, the Authority will assign employees based upon the Mandatory Overtime Selection Grid (MOSG).

After each pick, the Authority will create and publish a new continuous MOSG, the establishment of which is seniority based and attached to the Daily Duty Roster (DDR). MOSG is a numbering system used to determine the next officer that will be required to work mandatory overtime on a rotational basis. There will be one MOSG for each section/shift.

All employees accepting an overtime assignment or required to work overtime will be required to report for said assignment, subject to existing rules and regulations concerning daily MSP operations (i.e., failure to report for duty, sick/tardiness, notifications, etc.).

Section 6. Fatigue Management - Employees are required to monitor the number of hours they work in a day as well as the number of days they work in a week. Employees are responsible for their compliance with the Authority's Fatigue Management Policy. Any employee who works an assignment that violates the terms of the policy may be subject to disciplinary action.

ARTICLE 19 - HOLIDAYS

Employees, provided they are in a pay status immediately preceding and immediately following the holidays listed below, may receive the holiday off with full pay. Personnel required to work on the holiday will be compensated in accordance with Article 16, Section 6. Scheduled holidays are: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and the Presidential Inaugural Day.

ARTICLE 20 - ANNUAL LEAVE

Section 1. Employees with less than three (3) years of service will earn leave at the rate of thirteen (13) days (104 hours) per year, or one-half day (4.0 hours) per pay period.

Section 2. Employees with more than three (3) years of service shall earn annual leave at the rate of twenty (20) days, one hundred sixty (160 hours) per year, or 6.15 hours per pay period.

Section 3. Employees with more than fifteen (15) years of service shall earn annual leave at the rate of twenty-six (26) days, two hundred eight (208 hours) per year or 8 hours per pay period.

Section 4. All annual and compensatory leave shall be approved on a first come basis. Leave may be requested no more than ninety (90) days in advance. Any conflicting requests received on the same calendar day shall be awarded by seniority.

Leave requests may be cancelled by an employee up to two (2) hours prior to the member's next tour of duty by contacting and speaking to the watch commander reporting the cancellation.

Section 5. Annual leave will be granted in instances of unforeseen and bona fide emergencies. Employees shall, when possible, notify the watch commander of the need for emergency leave prior to their tour of duty.

Section 6. Thanksgiving, Christmas and New Year leave requests shall be granted on a rotating basis and posted sixty (60) days in advance of the respective holiday.

Section 7. Annual leave shall include the above schedule, with accumulation to thirty-five (35) days.

ARTICLE 21 - FUNERAL LEAVE

Employees shall be allowed three (3) working days with pay as funeral leave, in order to attend the funeral for a death in the immediate family. However, if the employee attends a funeral more than one hundred fifty (150) miles from the employee's home of record, the employee shall receive two (2) additional days. Immediate family is to be defined as follows: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Grandparents, Legal Guardians, Legal Dependents, Step Parents, Grandchildren and Formalized Domestic Partner.

ARTICLE 22 - SICK LEAVE

Section 1. Sick leave shall be earned by employees at the rate of one-half day (4.0 hours) per bi-weekly pay period.

Section 2. Sick leave may be accumulated in an unlimited amount.

Section 3. Sick leave may be used for illness, doctor and dentist appointments. Any employee requesting sick leave must notify the supervisor of the desire to take such leave at least two (2) hours prior to the time the employee is scheduled to report for duty, except in cases of emergencies or unusual circumstances. Abuse of sick leave may subject the employee to disciplinary action.

Section 4. Written application for paid sick leave must be made by the employee on a form provided by the Authority.

Section 5. Employees on sick leave more than three (3) consecutive scheduled work days due to non-job related injury/illness may be required to provide a doctor's certificate upon their return to duty attesting to the fact that they had sought and received treatment/medication for the ascribed injury/illness. The Authority may request a doctor's certificate for absences of less than three (3) consecutive days if an employee has established a pattern giving rise to a suspicion of sick leave abuse.

Section 6. Employees returning from sick leave may be required to be examined by Authority medical personnel to ensure their fitness for return to duty. Such examination shall take place without the benefit of compensation for the employee.

Section 7. Employees who have not used any sick leave during any one (1) calendar year will receive two (2) additional days of sick leave to be credited to the employee's sick leave account or convert up to both days to compensatory time.

Section 8. Nothing in this Article shall affect the prevailing practices of the Authority with regard to handling cases of illness or injury of its employees or the right of the Authority to require medical examinations at any time.

Section 9. Employees may use up to two (2) days of accrued 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 the relatives described in Article 21.

Section 10. Consistent with a new general order provision, Special Police Officers will be allowed to donate non-refundable annual leave to their fellow Special Police Officers for the purposes of sick leave continuation.

ARTICLE 23- LEAVE WITHOUT PAY

Employees on leave without pay in excess of thirty (30) days will have their anniversary dates and eligibility for consideration for salary step increases delayed by an amount equivalent to each full thirty-day period they are on leave without pay. This shall not apply if employee is on leave for FMLA.

ARTICLE 24 - OTHER LEAVE

Section 1. Leave without charge to annual leave or loss of pay shall be granted to employees for jury duty and for appearing as a witness in either civil or criminal cases, provided the employee is not the defendant. Official leave for jury or witness duty will be

charged to annual leave until the employee turns over the jury duty or witness compensation to the Authority.

Section 2. Military leave shall be granted for reserve duty for fifteen (15) days per year without charge to annual leave or loss of pay. Compensation while on military leave shall be based on the employee's regular straight time pay. Military leave for extended active duty is considered leave without pay if the employee indicates a desire to return to the Authority upon completion of the service obligation.

Section 3. Use Of Leave For Birth Or Adoption.

(a) A female employee may use annual leave, sick leave (if the employee is otherwise eligible pursuant to Article 22), compensatory time, or leave without pay for pregnancy and child birth to the extent provided by the Family Medical Leave Act, hereinafter FMLA.

(b) A male employee may use annual leave, compensatory time, or leave without pay to the extent provided by the FMLA for birth of his child.

(c) An employee may use annual leave, compensatory time, or leave without pay to the extent provided by the FMLA for adoption or foster care placement of a child.

ARTICLE 25 - PENSION

Section 1. Employees shall participate in the WMATA Retirement Plan and be eligible for retirement benefits in accordance with the requirements of the WMATA Retirement Trust Agreement and Retirement Plan.

Section 2. Employees hired on or after February 25, 2016 shall not be eligible to participate in the WMATA Defined Benefit Pension Plan. All employees hired on or after February 25, 2016 will be enrolled into a 401(a) Defined Contribution Retirement Plan with the Authority making a basic contribution of 4% of pay. Additionally, such employees may elect to contribute 3% or more to the 457 Deferred Compensation Plan, in which case WMATA will contribute an additional 3% to the basic 4%, for a total of 7% of pay to the 401 (a) Plan. WMATA will only contribute the 3% to the 401 (a) Plan when the employee contributes 3% to the 457 Plan.

ARTICLE 26 - WORKERS' COMPENSATION

Employees will be covered by the applicable Workers' Compensation Laws.

ARTICLE 27 - HEALTH AND WELFARE

Section 1. The Special Police Officers have selected a WMATA health maintenance organization (HMO) and dental coverage. The parties agree that the medical plan premiums of the selected HMO plan will be split with WMATA paying eighty-five percent (85%) and the SPO paying fifteen percent (15%) of the premium during the life of the Agreement. In addition, if the SPO elects dental insurance coverage, the premium will be shared equally fifty percent-fifty percent (50%-50%) between WMATA and the SPO. Moreover, a life insurance benefit of twenty-five thousand (\$25,000) dollars will be in place during the life of this Agreement at no cost to the SPO. Finally, the SPO is eligible to participate in WMATA's Long Term Disability (LTD) program with the premium costs shared equally fifty percent-fifty percent (50%-50%) between WMATA and the SPO.

The Authority will maintain an equivalent level of dental coverage to that of the existing plan.

SPOs who retired prior to February 1, 2005 will remain in the WMATA health benefit system and will be treated consistently as non-represented employees of WMATA. SPOs retiring on or after February 1, 2005 will be eligible to continue participation in the provided health care plan offered to current SPO employees and pay the same contribution rate as those employees. If a retiree resides outside the service area of the selected HMO, he or she will be eligible to receive a monthly stipend of \$555.68 or \$6,668.22 per annum to reimburse health benefit insurance expenses documented to WMATA. This is intended as only a brief summary of the benefit plans offered to WMATA Special Police. Complete descriptions are provided in the plan document and company policies.

Section 2. Employees hired on or after February 25, 2016 shall not be entitled to participate in CBA health care coverage upon retirement.

ARTICLE 28 - SAFETY AND HEALTH

Section 1. Safe and healthy working conditions are the objectives of the Authority, the Union and the employees.

Section 2. Employees involved in any type of accident shall, unless physical injury prevents them from doing so, immediately notify their immediate supervisor and execute all required Authority forms prior to release from their tour of duty.

Section 3. Employees injured in any manner, whether on or off duty, shall unless the injury prevents them from doing so, submit a detailed explanation of how the injury was incurred within a forty-eight (48) hour period. Such explanation shall be submitted as soon as the employee is physically capable of doing so.

Section 4. All employees are responsible for prompt reporting of observed unsafe conditions and work habits. Upon becoming aware of a condition considered to be unsafe, an employee shall notify their immediate supervisor. As soon as possible, the condition shall be examined by qualified personnel to determine the extent of the condition and in case of equipment, whether or not it is safe to operate. Any equipment that has been determined by qualified personnel to be unsafe shall not be operated by an employee. In cases where a qualified person is not available for a decision, the shift supervisor shall be responsible for determining whether the equipment is safe to operate.

Any accident which results from a fault identified by the employee and made known to the supervisor will not be charged against the employee involved. In the event negligence or culpability is determined, appropriate disciplinary action will be taken.

When equipment malfunctions, is inoperative or is absent, the employee will report such condition to their immediate supervisor. It shall be the responsibility of the supervisor to determine the extent of the condition and whether or not to assign the employee to perform other duties or advise the employee as to possible alternatives when required to use the equipment.

Section 5. All employees shall be provided an annual recertification examination at the expense of the Authority. The Authority shall provide a list of times and dates for medical recertification. The Officer shall be responsible for completing the necessary steps to obtain fingerprinting and renewal of their commission. The Authority will adhere to the licensing authority (SOMB) regarding recertification exams and the limits to drug testing only. Should the law or requirements change during the time limits of this Agreement, the members and the Union shall be properly notified by the Authority of such changes.

Section 6. The Authority will provide transportation for on-the-job injured employees to medical facilities for emergency treatment.

Section 7. The Authority will provide facilities for first aid and make first aid kits immediately accessible to employees injured on the job.

Section 8. All employees shall be authorized two (2) hours without loss of pay for the purpose of donating blood to any Authority blood donor's program.

ARTICLE 29 - EMPLOYEES' OFFICIAL FILES

Section 1. Each employee shall have the right to examine the content of the employee's official file upon request, with the exception of reference inquiries.

Section 2. An employee shall have the right to answer any material filed in the official file and the answer shall be attached to the material to which it relates.

Section 3. A copy of all documents, except as otherwise noted herein, to be placed in the official folder that have not already been signed or initialed by the employee will be furnished to the employee upon request.

Section 4. An employee shall be permitted to copy any material in the employee's official file.

Section 5. Upon written authorization by an employee, the Union representative may examine the employee's official file upon presentation of such authorization.

Section 6. Adverse entries into an employee's personnel file shall not be used in determining disciplinary action after five-hundred forty-five (545) days from the effective date of such adverse entry except those entries where disciplinary action was based on similar occurrence or a long history of unsuitable performance or conduct.

ARTICLE 30 - UNIFORMS

Section 1. The Authority shall provide uniforms to the employees without cost and shall make available to employees gear to protect them from the elements.

Section 2. The Authority shall provide to the employees the equipment reasonably needed for proper performance of duty.

Section 3. Effective with calendar year 2021 employees shall receive a cleaning allowance of six hundred (\$600.00) dollars per year to maintain their uniforms.

Section 4. All uniforms, gear and equipment shall remain the property of the Authority.

Section 5. The Union recognizes the right of the Authority to prescribe the kind, type, style and wearing of a uniform by employees in the bargaining unit, in accordance with rules and regulations.

Section 6. A Uniform Board will be established composed of two (2) employees designated by the Union and two (2) supervisory officials designated by the Chief of Police. Meetings of the Uniform Board will be scheduled by the Chief of Police, or designee, provided that meetings shall be held no less often than once each calendar

year. The Board, prior to a decision by the Chief, shall review and may make recommendations to the Chief of Police as to matters relating to the type, style and wearing of the Special Police uniform and equipment.

The Chief may submit any majority recommendations through the budget procedure. In any instance where a majority recommendation of the Board is not forwarded by the Chief to higher authority, he will so notify the Uniform Board in writing.

ARTICLE 31 - NOTICES

The Union may place on MTPD bulletin boards notices relating to the activities of the Union. The bulletin board shall not be used for posting political matter of any kind whatsoever.

ARTICLE 32 - UNION REPRESENTATIVES AND UNION ACTIVITY

Section 1. There shall be three (3) Union stewards authorized to attend contract negotiations without loss of pay.

Section 2. In case any employee is elected or appointed to an elected position in the Union, requiring the employee's full time within the Union, the employee shall upon application be reappointed to a position with the classification of the employee's former position, provided said employee applies for reappointment within three (3) years after leaving the service of the Authority and the employee is eligible for retraining and physically and mentally qualified; such application must be made within thirty (30) days from the expiration of the employee's term of office or appointment.

Section 3. No more than two (2) members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed leave without pay to attend such conferences and/or conventions. Annual leave may be granted to additional employees for the above purposes.

Section 4. A Shop Steward will be provided an opportunity to meet with new Special Police Officers during the WMATA orientation program for up to one hour.

ARTICLE 33 - TUITION REIMBURSEMENT

Employees will be allowed to participate in the Authority's training tuition reimbursement program as follows:

Section 1. 100% of the tuition cost for undergraduate and certificate courses directly related to the employee's current job, including associated textbooks and laboratory fees.

Section 2. 50% of the tuition cost for undergraduate courses not directly related to the employee's present position but of benefit to the Authority, including associated textbooks and laboratory fees.

Section 3. A grade of "C" or better is required for reimbursement.

Section 4. An employee may take a maximum of two (2) courses per semester.

Section 5. Fees such as registration, university center, pre-entry testing, physical education, lockers, towels, etc., and similar fees are not reimbursable.

Section 6. Where funds are limited for college/university reimbursement, preference will be given to requests made under Section 1 above.

Section 7. Employees will be required to remain in the Authority's employment for one (1) year after course(s) completion. If an employee voluntarily terminates employment within twelve (12) months after completing a course, the Authority shall deduct from the employee's last paycheck the tuition reimbursement received for the course minus a credit equal to one-twelfth (1/12) of the tuition for each month worked following completion of the course.

ARTICLE 34 - REDUCTION IN FORCE

In the event a reduction in force is necessary, employees will be laid off in the following order:

- (1) Probationary employees; by seniority within such employees;
- (2) Employees who have currently been denied their salary step increase, i.e., have received a less than satisfactory overall rating on their most recent annual performance review, by seniority within such employees;
- (3) Other employees; by average annual absence rate within such employees; by seniority among employees with the same rate. "Annual average absence rate" will be calculated over the most recent five years commencing on December 28, 1995 and will exclude occurrences due to workers' compensation, pregnancy, doctor appointments scheduled in advance and supported by a doctor certificate, and any approved FMLA leave.

Employees shall be eligible for recall, in reverse order of layoffs, for a period of three hundred sixty-five (365) days.

ARTICLE 35 - LABOR-MANAGEMENT COMMITTEE

The Labor-Management Committee, consisting of four members: two selected from the Union and two from the Authority, will meet at least quarterly for the purpose of discussing, exploring and considering matters of mutual concern, provided that neither party shall attempt to change, add to, or vary the terms and conditions of the collective bargaining Agreement. The date and time of the meetings shall be determined mutually by the parties.

The Chairperson of the meeting will rotate between the Authority and the Union and any agenda items must be forwarded to the Chairperson one week prior to the scheduled meeting. The parties shall maintain an agenda and keep minutes of the meeting. For purposes of grievance arbitration, the Labor-Management Committee meetings are considered off-the-record and cannot be used later in the grievance arbitration process.

ARTICLE 36 - MISCELLANEOUS

Section 1. Definitions. Unless otherwise specified, the following terms shall have the following meanings in this Agreement:

- (a) "MTPD" - The Metro Transit Police Department.
- (b) "Days" - Calendar days, including days off and holidays.

Section 2. All supplies and equipment used in In-Service Training Programs shall be provided by the Authority at no cost to the employee attending.

Section 3. The Authority shall furnish each employee with a copy of this Agreement. The Authority shall furnish the Union three (3) signed copies of this Agreement. New employees shall be given a copy of this Agreement at time of hire.

Section 4. The Authority will provide employees with the option of electing premium conversion allowing pre-tax treatment for employee-paid health insurance, life insurance, and LTD insurance premiums. Employees may elect or decline pre-tax treatment for employee-paid LTD insurance premiums independent of their election regarding pre-tax treatment for other premiums.

Section 5. The Authority will provide employees with the option of establishing health care and childcare flexible spending accounts currently available to the Authority's nonrepresented employees.

ARTICLE 37- FINALITY AND SEPARABILITY

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter properly within the scope of negotiations and that understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Authority and the Union, for the life of this Agreement, waive the right to negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total Agreement between the Authority and the Union. It is further agreed that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

Section 2. If any term or provision of this Agreement is at any time during the life of the Agreement in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 38 - DURATION OF AGREEMENT

This Agreement is to continue in full force and effect from October 1, 2021, through June 30, 2026, and from year to year thereafter unless changes are requested by either of the parties hereto, by written notice sixty (60) days prior to June 30, 2026 or sixty (60) days prior to June 30th, of any year thereafter. In the event the parties cannot reach Agreement upon proposed changes or modifications or in the event of a notice of termination if collective bargaining fails to result in Agreement, then all matters in dispute shall be arbitrated as provided for in provisions of this Agreement dealing with arbitration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the

day of 2023.

**WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY**



Randy Clarke
General Manager/CEO

**LOCAL 639 TEAMSTERS' LAW
ENFORCEMENT DIVISION**



Roland Davis
Business Agent



Michael Anzallo
Chief, Metro Transit Police Department



Michael D. Levy, Esq.
Vice President & Chief Labor & Employee
Relations Officer

APPENDIX A
 LOCAL 639, I.B.T. - SPECIAL POLICE
 SALARY SCHEDULES

October 1, 2021

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	42,868	47,282	48,836	52,914	55,014	58,224	59,833
Hourly Rate	20.61	22.73	23.48	25.44	26.45	27.99	28.77

October 1, 2022

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	44,368	48,937	50,545	54,766	56,939	60,262	61,927
Hourly Rate	21.33	23.53	24.30	26.33	27.37	28.97	29.77

October 1, 2023

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	46,143	50,894	52,567	56,957	59,217	62,672	64,404
Hourly Rate	22.18	24.47	25.27	27.38	28.47	30.13	30.96

October 1, 2024

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	47,758	52,675	54,407	58,950	61,290	64,866	66,658
Hourly Rate	22.96	25.32	26.16	28.34	29.47	31.19	32.05

October 1, 2025

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	49,430	54,519	56,311	61,013	63,435	67,136	68,991
Hourly Rate	23.76	26.21	27.07	29.33	30.50	32.28	33.17

APPENDIX B

CHECK OFF OF DUES

CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address

City _____ State _____ Zip Code _____

Employer _____

Original to Employer

Copy to Local Union

Union dues are not deductible as charitable contributions for Federal Tax purposes.

CBA(s)	Term	Duration of Agreement
ATU L689	4 years. No negotiations are currently pending	07/01/2024 - 06/30/2028
Teamsters L922	4 years. No negotiations are currently pending	11/01/2024 - 10/31/2028
FOP/MTPD	5 years. No negotiations are currently pending	10/01/2024 - 09/30/2029
Teamsters L639 (Special Police)	5 years. No negotiations are currently pending	10/01/2021 - 09/30/2026
OPEIU L2	4 years. No negotiations are currently pending	07/01/2025 - 06/30/2029

Covered Employees	Union Leader
8338	Raymond N. Jackson, President
484	Timothy T. Brown, President
308	Colin Dorrity, Chairman
74	Roland Davis, Business Agent
1229	Michael Spiller, 1st Vice President

Name	Jurisdiction	Organization Representing	Term Dates	Meeting Participation						10/29/2025
				06/10/2 4	09/23/ 24	12/02/2 4	03/24/ 25	05/16/2 5	10/29/2 5	Resolution Vote
Charles Allen (Task Force Co-Chair)	DC	COG Board of Directors	May 2024 - October 2025	*	*	*	*	*	*	Y
Paul Smedberg (Task Force Co-Chair)	VA	WMATA Board of Directors	May 2024 - October 2025	*	*	*	*	*	*	Y
Malcolm Augustine	MD	Maryland Senate	May 2024 - October 2025	*	*	*			*	Abstain
Aisha Braveboy	MD	Prince George's County Executive	June 2025 - October 2025						By proxy	Y (by proxy vote, Kevin Stephen)
Reuben Collins	MD	Charles County Commission	May 2024 - October 2025		*	*	*			Did not vote
Matt de Ferranti	VA	Arlington County Board	May 2024 - October 2025	*	*	*	*	*	*	Y
Kevin Donahue	DC	District of Columbia Executive	May 2024 - October 2025	*	*	*	*	*	*	Did not vote
Marc Elrich	MD	Montgomery County Executive	May 2024 - October 2025	*	*	*	*	By proxy	By proxy	Y (by proxy vote, Chris Conklin)
Janeese Lewis George	DC	District of Columbia Council	May 2024 - October 2025							Did not vote
Christina Henderson	DC	District of Columbia Council	May 2024 - October 2025	*	*	*	*		*	Y
Tara Jackson	MD	Prince George's	May 2024 - June 2025	*			*			N/A, term had expired

		County Executive								
Sharon Kershbaum	DC	District of Columbia Executive	May 2024 - October 2025	*	*	*	*	*		Did not vote
Sarah Kline	Federal	WMATA Board of Directors (former)	May 2024 - August 2025	*	*	*	*	*		N/A, term had expired
Marc Korman	MD	Maryland House of Delegates	May 2024 - October 2025	*	*	*	*	*	*	Y
Dr. Tracy Hadden Loh	DC	WMATA Board of Directors	May 2024 - October 2025	*	*	*	*	*	By proxy	Y (by proxy vote, Valerie Santos)
Rodney Lusk	VA	Fairfax County Board of Supervisors	May 2024 - October 2025				*	*	*	Y
Joe McAndrew	MD	WMATA Board of Directors	May 2024 - October 2025	*	*	*	*	*	*	Abstain
Jeffrey McKay	VA	Fairfax County Board of Supervisors	May 2024 - October 2025	*	*	*	*	*	*	Y
Phil Mendelson	DC	District of Columbia Council	May 2024 - October 2025	*	*	*	*	*	*	Abstain
Phyllis Randall	VA	Loudoun County Board of Supervisors	May 2024 - October 2025	*	*	*	*	*	*	Y
Michael Sargent	VA	Virginia Executive	May 2024 - Dec 2024	*	*	*				N/A, term had expired
Tiffany Robinson	VA	Virginia Executive	Dec 2024 - October 2025						*	N

Marc Sickles	VA	Virginia House of Delegates	May 2024 - October 2025	*	*	*	*	By proxy	Y (by proxy vote, Jeff McKay)
Kate Stewart	MD	Montgomery County Council	May 2024 - October 2025	*	*	*		*	Y
Scott Surovell	VA	Virginia Senate	May 2024 - October 2025	*	*	*	*	By proxy	Y (by proxy vote, Paul Smedberg)



**Metro Transit Police Department
Crime Analysis and Police Records Division
4100 Garden City Drive, Hyattsville, MD 20785
Case Disposition Report – Year to Date**



Date Range:01/01/2020-12/31/2025

Department-wide Dispositions (Uniform Crime Reporting)

Part I	ADULT ARREST			CLOSED – EXCEPTIONALLY			JUVENILE ARREST			OPEN			SUMMONS/CITATIONS			SUSPENSION			UNFOUNDED			Grand	Total	(%)	Removed	(UF)	Closure	Rate
	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	PY	CY
Aggravated Assault	3,516	532	-85%	558	76	-86%	420	73	-83%	108	31	-71%	32	5	-84%	1,854	299	-84%	210	34	-84%	6,698	1,050	-84%	6,488	6,563	70%	70%
Arson	10	7	-30%	1	1	0%							1	1	0%	60	4	-93%				72	13	-82%	72	57	17%	16%
Burglary	4	1	-75%							2	3	50%	1		-100%	27	6	-78%				34	10	-71%	34	35	15%	11%
Homicide - MTPD	6	5	-17%				1	1	0%													7	6	-14%	7	6	100%	100%
Rape	52	5	-90%	8	3	-62%				4	1	-75%				1	1	0%	16	3	-81%	81	13	-84%	65	69	92%	93%
Robbery	2,634	439	-83%	1,392	165	-88%	1,866	273	-85%	140	50	-64%	12	3	-75%	3,264	469	-86%	438	40	-91%	9,746	1,439	-85%	9,308	8,444	63%	64%
Theft Auto	492	80	-84%	48	19	-60%	156	23	-85%	275	154	-44%	80	16	-80%	4,356	743	-83%	126	16	-87%	5,533	1,051	-81%	5,407	5,979	14%	15%
Theft Bicycle	396	67	-83%	65	6	-91%	2		-100%	85	30	-65%	85	9	-89%	3,492	436	-88%	10	1	-90%	4,135	549	-87%	4,125	3,272	13%	16%
Theft from Auto	132	18	-86%	4	3	-25%	3	1	-67%	110	44	-60%	24	4	-83%	2,574	348	-86%	1	1	0%	2,848	419	-85%	2,847	2,464	6%	6%
Theft from Building	84	10	-88%	6	3	-50%		1		2	5	150%	12	4	-67%	336	56	-83%	20	4	-80%	460	83	-82%	440	433	23%	21%
Theft of Motor Veh. Parts	2	2	0%				1	1	0%	9	9	0%				654	82	-87%	12	3	-75%	678	97	-86%	666	525	0%	1%
Theft Other	810	113	-86%	354	36	-90%	114	9	-92%	155	55	-65%	180	28	-84%	2,790	374	-87%	240	31	-87%	4,643	646	-86%	4,403	3,869	33%	35%
Theft Pickpocket	90	6	-93%	70	2	-97%	12	1	-92%	6	1	-83%	1	1	0%	516	55	-89%	140	17	-88%	835	83	-90%	695	451	25%	26%
Theft Snatch	666	89	-87%	858	106	-88%	744	83	-89%	44	20	-55%	16	1	-94%	2,496	303	-88%	156	20	-87%	4,980	622	-88%	4,824	3,652	47%	49%
Total	8,894	1,374	-85%	3,364	420	-88%	3,319	466	-86%	940	403	-57%	444	72	-84%	22,420	3,176	-86%	1,369	170	-88%	40,750	6,081	-85%	39,381	35,819	41%	42%
Part II	ADULT ARREST			CLOSED – EXCEPTIONALLY			JUVENILE ARREST			OPEN			SUMMONS/CITATIONS			SUSPENSION			UNFOUNDED			Grand	Total	%	Removed	(UF)	Closure	Rate
	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	PY	CY
Destruction of Property	2,622	492	-81%	564	84	-85%	300	40	-87%	798	265	-67%	372	46	-88%	15,450	2,298	-85%	126	14	-89%	20,232	3,239	-84%	20,106	19,698	19%	21%
Fondling	1,200	202	-83%	222	22	-90%	3	1	-67%	48	7	-85%	12	3	-75%	786	106	-87%	52	9	-83%	2,323	350	-85%	2,271	2,257	63%	61%
Indecent Exposure	3,390	593	-83%	462	72	-84%	6	1	-83%	186	52	-72%	180	24	-87%	2,328	377	-84%	150	19	-87%	6,702	1,138	-83%	6,552	6,692	62%	62%
Simple Assault	11,184	2,017	-82%	4,674	704	-85%	1,884	278	-85%	972	266	-73%	612	107	-83%	12,486	1,964	-84%	1,362	201	-85%	33,174	5,537	-83%	31,812	32,016	58%	58%
Simple Assault - Police Officer	5,442	974	-82%	12	4	-67%	690	108	-84%	10	5	-50%	12	1	-92%	15	3	-80%				6,181	1,095	-82%	6,181	6,542	100%	100%
Vandalism	168	22	-87%	45	10	-78%	12	3	-75%	126	33	-74%	18	6	-67%	2,742	422	-85%				3,111	496	-84%	3,111	2,950	8%	8%
Total	24,006	4,300	-82%	5,979	896	-85%	2,895	431	-85%	2,140	628	-71%	1,206	187	-84%	33,807	5,170	-85%	1,690	243	-86%	71,723	11,855	-83%	70,033	70,155	49%	50%
Grand Total	32,900	5,830	-82%	9,343	1,367	-85%	6,214	924	-85%	3,080	1,093	-65%	1,650	300	-82%	56,227	8,382	-85%	3,059	500	-84%	112,473	18,396	-84%	109,414	105,974	46%	47%



**Metro Transit Police Department
Crime Analysis and Police Records Division
4100 Garden City Drive, Hyattsville, MD 20785
Case Disposition Report – Year to Date**



District 1 Dispositions (Uniform Crime Reporting)

Part I	ADULT ARREST			CLOSED – EXCEPTIONALLY			JUVENILE ARREST			OPEN			SUMMONS/CITATIONS			SUSPENSION			UNFOUNDED			Grand		Total	%	Removed		(UF)	Closure		Rate	
	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	PY	CY	PY	CY		
Aggravated Assault	1,536	259	-83%	240	32	-87%	186	26	-86%	45	10	-78%	1	1	0%	912	146	-84%	102	15	-85%	3,022	489	-84%	2,920	2,883	67%	68%				
Arson	2	2	0%										1	1	0%	12	1	-92%				15	4	-73%	15	15	20%	20%				
Burglary											2					1	1	0%				1	3	200%	1	3	0%	0%				
Homicide - MTPD																																
Rape	24	3	-88%							1	1	0%							4	1	-75%	29	5	-83%	25	25	96%	96%				
Robbery	1,146	190	-83%	690	85	-88%	810	123	-85%	65	23	-65%	1	1	0%	1,380	198	-86%	180	19	-89%	4,272	639	-85%	4,092	3,771	65%	66%				
Theft Auto	160	42	-74%	10	6	-40%	60	14	-77%	33	53	61%	44	15	-66%	1,740	294	-83%	48	3	-94%	2,095	427	-80%	2,047	2,230	13%	15%				
Theft Bicycle	210	33	-84%	32	3	-91%	2		-100%	32	12	-62%	64	9	-86%	1,992	233	-88%	3	1	-67%	2,335	291	-88%	2,332	1,755	13%	18%				
Theft from Auto	9	3	-67%	1	1	0%				12	9	-25%				654	87	-87%	1	1	0%	677	101	-85%	676	562	1%	2%				
Theft from Building	12	3	-75%	1	1	0%		1			2		2	2	0%	144	16	-89%	15	4	-73%	174	29	-83%	159	162	9%	10%				
Theft of Motor Veh. Parts										1	1	0%				155	24	-85%				156	25	-84%	156	163	0%	0%				
Theft Other	366	53	-86%	144	12	-92%	25	3	-88%	75	24	-68%	33	9	-73%	1,410	181	-87%	72	6	-92%	2,125	288	-86%	2,053	1,683	28%	28%				
Theft Pickpocket	36	6	-83%	65	3	-95%	4	1	-75%		1					255	24	-91%	60	6	-90%	420	41	-90%	360	255	29%	27%				
Theft Snatch	336	48	-86%	444	55	-88%	342	38	-89%	9	8	-11%	4	1	-75%	1,260	163	-87%	36	6	-83%	2,431	319	-87%	2,395	1,850	47%	46%				
Total	3,837	642	-83%	1,627	198	-88%	1,429	206	-86%	273	146	-47%	150	39	-74%	9,915	1,368	-86%	521	62	-88%	17,752	2,661	-85%	17,231	15,357	41%	43%				
Part II	ADULT ARREST			CLOSED – EXCEPTIONALLY			JUVENILE ARREST			OPEN			SUMMONS/CITATIONS			SUSPENSION			UNFOUNDED			Grand		Total	%	Removed		(UF)	Closure		Rate	
	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	PY	CY				
Destruction of Property	1,110	1,206	9%	258	240	-7%	96	105	9%	246	684	178%	80	75	-6%	6,438	5,850	-9%	48	45	-6%	8,276	8,205	-1%	8,228	8,160	19%	20%				
Fondling	582	618	6%	120	90	-25%	1		-100%	15	21	40%	6	6	0%	426	450	6%	8	8	0%	1,158	1,193	3%	1,150	1,185	62%	60%				
Indecent Exposure	1,464	1,566	7%	276	240	-13%				50	92	84%	55	52	-5%	1,104	1,128	2%	78	60	-23%	3,027	3,138	4%	2,949	3,078	61%	60%				
Simple Assault	5,238	5,520	5%	2,424	2,178	-10%	750	618	-18%	492	810	65%	138	186	35%	6,762	6,426	-5%	738	762	3%	16,542	16,500	0%	15,804	15,738	54%	54%				
Simple Assault - Police Officer	2,736	2,892	6%	2	2	0%	330	282	-15%	4	4	0%				6	6	0%				3,078	3,186	4%	3,078	3,186	100%	100%				
Vandalism	44	44	0%	27	24	-11%	2	3	50%	15	22	47%	1	1	0%	1,536	1,416	-8%				1,625	1,510	-7%	1,625	1,510	5%	5%				
Total	11,174	11,846	6%	3,107	2,774	-11%	1,179	1,008	-15%	822	1,633	99%	280	320	14%	16,272	15,276	-6%	872	875	0%	33,706	33,732	0%	32,834	32,857	48%	49%				
Grand Total	15,011	2,627	-82%	4,734	695	-85%	2,608	393	-85%	1,095	444	-59%	430	112	-74%	26,187	3,940	-85%	1,393	237	-83%	51,458	8,448	-84%	50,065	48,214	46%	47%				



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District 2 Dispositions (Uniform Crime Reporting)

Part I	ADULT ARREST			CLOSED – EXCEPTIONALLY			JUVENILE ARREST			OPEN			SUMMONS/CITATIONS			SUSPENSION			UNFOUNDED			Grand	Total	%	Removed	(UF)	Closure	Rate
	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	PY	CY
Aggravated Assault	456	77	-83%	50	6	-88%	45	6	-87%	8	3	-62%	4	4	0%	180	16	-91%	20	4	-80%	763	116	-85%	743	793	75%	78%
Arson	2	2	0%																			2	2	0%	2	2	100%	100%
Burglary	1	1	0%												1		-100%					2	1	-50%	2	1	50%	100%
Homicide - MTPD	2	1	-50%																			2	1	-50%	2	2	100%	100%
Rape	9	1	-89%												1	1	0%					10	2	-80%	10	10	90%	90%
Robbery	384	66	-83%	126	11	-91%	270	40	-85%	2	3	50%				336	50	-85%	78	10	-87%	1,196	180	-85%	1,118	1,047	70%	71%
Theft Auto	55	16	-71%	1	1	0%				24	23	-4%	1	1	0%	570	97	-83%	10	2	-80%	661	140	-79%	651	720	9%	13%
Theft Bicycle	186	24	-87%	12	1	-92%				36	9	-75%	1		-100%	1,140	159	-86%	1	1	0%	1,376	194	-86%	1,375	1,203	14%	17%
Theft from Auto	2	1	-50%				1		-100%	2	5	150%	1	1	0%	222	30	-86%				228	37	-84%	228	187	2%	1%
Theft from Building	20	3	-85%	1	1	0%							1	1	0%	84	8	-90%		1		106	14	-87%	106	106	21%	21%
Theft of Motor Veh. Parts	1	1	0%													27	5	-81%				28	6	-79%	28	33	4%	3%
Theft Other	192	29	-85%	75	9	-88%	20	3	-85%	24	13	-46%	20	1	-95%	552	82	-85%	60	12	-80%	943	149	-84%	883	853	35%	39%
Theft Pickpocket	1	1	0%	2	1	-50%	1	1	0%	1		-100%				80	9	-89%	18	3	-83%	103	15	-85%	85	70	5%	6%
Theft Snatch	138	21	-85%	55	6	-89%	110	13	-88%	12	1	-92%				300	32	-89%	45	3	-93%	660	76	-88%	615	540	49%	54%
Total	1,449	244	-83%	322	36	-89%	447	63	-86%	109	57	-48%	28	8	-71%	3,493	489	-86%	232	36	-84%	6,080	933	-85%	5,848	5,567	38%	42%
Part II	ADULT ARREST			CLOSED – EXCEPTIONALLY			JUVENILE ARREST			OPEN			SUMMONS/CITATIONS			SUSPENSION			UNFOUNDED			Grand	Total	%	Removed	(UF)	Closure	Rate
	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	PY	CY
Destruction of Property	426	522	23%	65	72	11%	4	2	-50%	125	224	79%	60	60	0%	2,040	1,824	-11%	12	12	0%	2,732	2,716	-1%	2,720	2,704	20%	24%
Fondling	216	252	17%	56	35	-38%				6	6	0%				132	132	0%	12	12	0%	422	437	4%	410	425	66%	68%
Indecent Exposure	834	852	2%	96	108	12%	4	4	0%	72	85	18%				618	594	-4%	16	21	31%	1,640	1,664	1%	1,624	1,643	58%	59%
Simple Assault	2,070	2,424	17%	792	744	-6%	282	282	0%	132	240	82%	234	198	-15%	1,932	1,950	1%	252	282	12%	5,694	6,120	7%	5,442	5,838	62%	62%
Simple Assault - Police Officer	858	1,062	24%	1	1	0%	140	145	4%	1	1	0%	6	6	0%	1	1	0%				1,007	1,216	21%	1,007	1,216	100%	100%
Vandalism	65	55	-15%	1	1	0%				45	56	24%	4	4	0%	738	684	-7%				853	800	-6%	853	800	8%	8%
Total	4,469	5,167	16%	1,011	961	-5%	430	433	1%	381	612	61%	304	268	-12%	5,461	5,185	-5%	292	327	12%	12,348	12,953	5%	12,056	12,626	52%	54%
Grand Total	5,918	1,143	-81%	1,333	223	-83%	877	154	-82%	490	197	-60%	332	65	-80%	8,954	1,384	-85%	519	114	-78%	18,423	3,280	-82%	17,904	18,193	47%	50%



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District 3 Dispositions (Uniform Crime Reporting)

Part I	ADULT ARREST			CLOSED – EXCEPTIONALLY			JUVENILE ARREST			OPEN			SUMMONS/CITATIONS			SUSPENSION			UNFOUNDED			Grand		Total	%	Removed		(UF)	Closure		Rate	
	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	PY	CY	PY	CY		
Aggravated Assault	1,524	263	-83%	258	31	-88%	150	12	-92%	20	13	-35%	6	1	-83%	762	105	-86%	78	11	-86%	2,798	436	-84%	2,720	2,735	71%	71%				
Arson	2	3	50%	1	1	0%									24	3	-88%				27	7	-74%	27	24	11%	17%					
Burglary	1	1	0%							1	1	0%	1		-100%	21	5	-76%				24	7	-71%	24	26	8%	4%				
Homicide - MTPD	4	3	-25%				1	1	0%												5	4	-20%	5	4	100%	100%					
Rape	8	1	-88%	8	3	-62%				1	1	0%							6	1	-83%	23	6	-74%	17	16	94%	94%				
Robbery	1,104	183	-83%	576	71	-88%	786	110	-86%	56	24	-57%	6	3	-50%	1,548	189	-88%	180	15	-92%	4,256	595	-86%	4,076	3,588	61%	61%				
Theft Auto	234	35	-85%	30	12	-60%	66	9	-86%	180	78	-57%	12	3	-75%	2,046	327	-84%	32	6	-81%	2,600	470	-82%	2,568	2,724	13%	12%				
Theft Bicycle				1		-100%					1			1		360	28	-92%	1		-100%	362	30	-92%	361	266	0%	0%				
Theft from Auto	102	11	-89%	3	2	-33%	2	1	-50%	85	30	-65%	21	6	-71%	1,698	231	-86%				1,911	281	-85%	1,911	1,656	7%	7%				
Theft from Building	25	3	-88%	1	1	0%				2	3	50%	2	1	-50%	108	15	-86%				138	23	-83%	138	138	20%	20%				
Theft of Motor Veh. Parts	1	1	0%				1	1	0%	6	8	33%				414	39	-91%	12	3	-75%	434	52	-88%	422	302	0%	1%				
Theft Other	252	34	-87%	100	12	-88%	54	3	-94%	32	18	-44%	90	8	-91%	828	88	-89%	96	7	-93%	1,452	170	-88%	1,356	1,163	37%	38%				
Theft Pickpocket	10	1	-90%				1		-100%	2	1	-50%	1	1	0%	114	7	-94%	14	4	-71%	142	14	-90%	128	87	9%	8%				
Theft Snatch	192	18	-91%	348	40	-89%	270	14	-95%	15	5	-67%	4	1	-75%	936	101	-89%	40	3	-92%	1,805	182	-90%	1,765	1,208	46%	49%				
Total	3,459	557	-84%	1,326	173	-87%	1,331	151	-89%	400	183	-54%	143	25	-83%	8,859	1,138	-87%	459	50	-89%	15,977	2,277	-86%	15,518	13,937	40%	41%				
Part II	ADULT ARREST			CLOSED – EXCEPTIONALLY			JUVENILE ARREST			OPEN			SUMMONS/CITATIONS			SUSPENSION			UNFOUNDED			Grand		Total	%	Removed		(UF)	Closure		Rate	
	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	%	PY	CY	PY	CY				
Destruction of Property	1,086	204	-81%	228	31	-86%	110	21	-81%	402	140	-65%	162	23	-86%	6,972	1,019	-85%	45	3	-93%	9,005	1,441	-84%	8,960	8,628	18%	19%				
Fondling	402	47	-88%	12	1	-92%	2	1	-50%	12	3	-75%	2	1	-50%	228	39	-83%	10	4	-60%	668	96	-86%	658	604	64%	59%				
Indecent Exposure	1,092	190	-83%	75	5	-93%		1		36	12	-67%	95	14	-85%	606	74	-88%	12	1	-92%	1,916	297	-84%	1,904	1,883	66%	69%				
Simple Assault	3,876	693	-82%	1,458	217	-85%	852	128	-85%	348	85	-76%	240	38	-84%	3,792	568	-85%	372	46	-88%	10,938	1,775	-84%	10,566	10,349	61%	63%				
Simple Assault - Police Officer	1,848	315	-83%	3	2	-33%	160	27	-83%	4	1	-75%	1	1	0%	1	1	0%				2,017	347	-83%	2,017	2,060	100%	100%				
Vandalism	8	3	-62%	5	3	-40%	6	1	-83%	28	12	-57%	6	3	-50%	468	59	-87%				521	81	-84%	521	501	5%	5%				
Total	8,312	1,452	-83%	1,781	259	-85%	1,130	179	-84%	830	253	-70%	506	80	-84%	12,067	1,760	-85%	439	54	-88%	25,065	4,037	-84%	24,626	24,025	48%	50%				
Grand Total	11,771	2,060	-82%	3,107	449	-86%	2,461	377	-85%	1,230	452	-63%	649	123	-81%	20,926	3,058	-85%	898	149	-83%	41,042	6,668	-84%	40,144	37,962	45%	46%				



Metro Transit Police

Bus - Rail - Parking Lot - Metro Facilities - Others

Five Year Crime Report



2021 - 2025

Part 1 Crimes	2021			2022			2023			2024			2025		
	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**
AGGRAVATED ASSAULT	182	8	174	195	6	189	278	11	267	211	4	207	145	4	141
ARSON	2	0	2	6	0	6	3	0	3	1	0	1	3	0	3
ATTEMPT MOTOR VEHICLE THEFT	1	0	1	18	0	18	197	0	197	68	0	68	36	1	35
BURGLARY	0	0	0	2	0	2	5	0	5	2	0	2	2	0	2
HOMICIDE - MTPD	0	0	0	0	0	0	1	0	1	0	0	0	2	0	2
HOMICIDE - OTHER AGENCIES	2	0	2	0	0	0	6	0	6	1	0	1	0	0	0
LARCENY	228	7	221	313	4	309	467	17	450	377	11	366	199	7	192
LARCENY(SNATCH/PICKPOCKET)	82	2	80	129	8	121	161	8	153	157	10	147	79	5	74
MOTOR VEHICLE THEFT	28	5	23	65	4	61	350	5	345	151	4	147	155	5	150
RAPE	2	2	0	4	1	3	7	1	6	4	0	4	1	1	0
ROBBERY	199	16	183	227	11	216	383	11	372	303	11	292	212	8	204
Total	724	40	684	959	34	925	1,852	53	1,799	1,274	40	1,234	834	31	803
Part 1 Crime by Location	2021			2022			2023			2024			2025		
	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**
BUS	96	5	91	129	5	124	191	6	185	216	6	210	142	9	133
BUS STOP	8	1	7	17	2	15	19	0	19	9	0	9	8	0	8
METRO FACILITIES	21	3	18	21	1	20	40	5	35	23	0	23	21	0	21
OTHERS	2	0	2	5	0	5	10	0	10	4	0	4	5	0	5
PARKING LOT	96	6	90	133	4	129	644	8	636	251	2	249	153	4	149
RAIL	501	25	476	654	22	632	948	34	914	771	32	739	505	18	487
Total	724	40	684	959	34	925	1,852	53	1,799	1,274	40	1,234	834	31	803
Part 2 Crimes	2021			2022			2023			2024			2025		
	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**
ALL OTHER OFFENSES	437	19	418	433	17	416	800	32	768	940	37	903	1,012	17	995
DESTRUCTION/VANDALISM	478	3	475	625	1	624	1,088	3	1,085	691	6	685	495	4	491

* UF = Unfounded

** UFR = Unfounded Removed

Homicides that occur on WMATA property are investigated by other law enforcement agencies. These cases are shown here for public information; however, the cases are reported by the outside agency and are not included in MTPD crime statistics.



Metro Transit Police

Bus - Rail - Parking Lot - Metro Facilities - Others

Five Year Crime Report



2021 - 2025

Part 2 Crimes	2021			2022			2023			2024			2025		
	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**
DISORDERLY CONDUCT	133	2	131	140	0	140	242	2	240	323	2	321	365	0	365
DRUG/NARCOTIC OFFENSES	135	0	135	131	0	131	426	0	426	489	0	489	354	0	354
FARE EVASION	297	0	297	455	0	455	6,757	4	6,753	16,180	5	16,175	21,835	0	21,835
FONDLING	59	0	59	76	5	71	85	3	82	64	3	61	56	1	55
INDECENT EXPOSURE	218	3	215	215	6	209	201	1	200	197	5	192	168	1	167
LIQUOR LAW VIOLATIONS	250	0	250	140	0	140	291	0	291	300	0	300	370	0	370
PANHANDLING OFFENSES	22	0	22	21	1	20	13	0	13	11	0	11	24	0	24
SIMPLE ASSAULT	777	26	751	1,049	23	1,026	1,392	54	1,338	1,423	50	1,373	1,337	48	1,289
STOLEN PROPERTY OFFENSES	22	0	22	17	0	17	35	0	35	33	0	33	30	0	30
TRESPASS OF REAL PROPERTY	181	1	180	226	0	226	419	1	418	379	0	379	360	0	360
WEAPON LAW VIOLATIONS	94	1	93	96	0	96	195	1	194	201	1	200	173	0	173
Total	3,103	55	3,048	3,624	53	3,571	11,944	101	11,843	21,231	109	21,122	26,579	71	26,508
Part 2 Crime by Location	2021			2022			2023			2024			2025		
	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**	Total	UF*	UFR**
BUS	554	11	543	666	15	651	1,017	36	981	4,028	43	3,985	9,660	19	9,641
BUS STOP	100	1	99	31	0	31	69	4	65	94	2	92	156	0	156
METRO FACILITIES	82	2	80	110	4	106	163	3	160	137	2	135	142	4	138
OTHERS	58	1	57	68	0	68	81	0	81	78	0	78	192	1	191
PARKING LOT	134	1	133	189	0	189	641	1	640	331	0	331	233	1	232
RAIL	2,175	39	2,136	2,560	34	2,526	9,973	57	9,916	16,563	62	16,501	16,196	46	16,150
Total	3,103	55	3,048	3,624	53	3,571	11,944	101	11,843	21,231	109	21,122	26,579	71	26,508

* UF = Unfounded

** UFR = Unfounded Removed

Homicides that occur on WMATA property are investigated by other law enforcement agencies. These cases are shown here for public information; however, the cases are reported by the outside agency and are not included in MTPD crime statistics.



Metro Transit Police

Bus - Rail - Parking Lot - Metro Facilities - Others

Five Year Crime Report



Enforcement Efforts	2021	2022	2023	2024	2025
ARRESTS	1,930	2,341	4,432	5,313	5,591
CITATIONS/SUMMONSES	708	704	6,796	15,963	21,124
WRITTEN WARNINGS	8	38	301	148	166
FARE EVASION	297	455	6,758	16,183	21,845
CALL FOR SERVICE COUNT	43,757	51,646	69,460	79,807	86,501
TRAFFIC CITATION COUNT	2,884	4,673	4,843	7,632	7,961

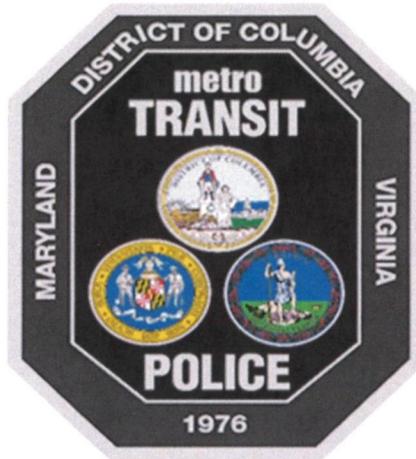
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Metro Transit Police Department

Office of the Chief of Police



General Order

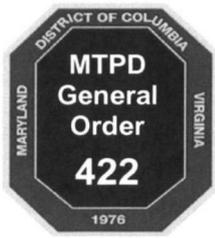
422 – Body Worn Camera

Document Number: MTPD-OC-GO-422-00

Effective Date: 01/27/2023

Revision History

Revision No.	Revision Date	Description of Changes
00	1/27/2023	Initial release



Body Worn Camera

100.1 MISSION STATEMENT

The mission of the Metro Transit Police Department (MTPD) is to protect Metro patrons, personnel, transit facilities, and revenue by providing law enforcement and public safety services.

100.2 PURPOSE AND SCOPE

This order describes the policies and procedures for MTPD's Body Worn Camera Program ("BWC Program").

100.3 ACCOUNTABLE PERSONNEL

This General Order applies to all MTPD Members.

100.4 POLICY

Body Worn Camera ("BWCs") will be used to further the mission of MTPD to promote public trust and to enhance its service to community by recording events, actions conditions, and statements by all parties during consensual encounters, traffic stops, detentions, arrests, and other incidents, as well as to promote the safety of officers and the public.

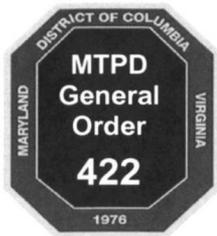
100.5 PROCEDURES

There are no specific procedures germane to the execution of this General Order outside of the Policy Section of this General Order and/or as described in the Department Procedures/Operations Manual.

100.6 RESPONSIBILITIES

Public-facing members of the rank of Lieutenant or below (and/or civilian equivalent), will be issued a BWC, and when working in an operational assignment shall:

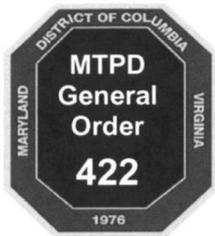
1. Successfully complete all MTPD-required training related to BWCs prior to being issued a BWC.
2. Follow existing officer safety policies as outlined in MTPD General Orders ("GOs") and MTPD procedures. The safety of all parties shall be the primary consideration during contacts, stops and arrests – not the recording of an event.
3. Mount their BWCs at the beginning of their shift using an MTPD-approved method and using MTPD-issued mounting equipment.



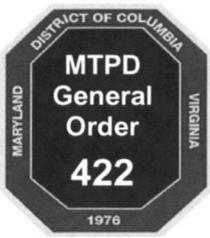
4. Wear their BWC for the entire shift.
5. Return BWCs to a docking station at the end of tour.
6. Maintain their BWCs in an operational and charged state without any data from previous shifts.
7. Inform any person, absent exigent circumstances, at the start of the recording, that the audio and video of the BWC is on and recording.
8. Use only MTPD-issued BWCs.
9. Store BWC recordings in MTPD-approved storage databases only.
10. Upload all BWC data at the end of their shift, or, if necessary, during their shift, to ensure storage capacity of their BWC is not exceeded.
11. Dock their BWCs at the end of their shift in designated storage locations at MTPD facilities.
12. Turn in their cameras to their BWC Unit Coordinator for reassignment in accordance with Part "Responsibilities of Officials and Supervisors, BWC Unit Coordinators Shall number 3." of this order whenever the Member is placed in a work status that is not full time and which will last for 30 days or more.
13. Notify an on-duty official upon observing or becoming aware of an apparent violation, by a Member or other WMATA personnel, of WMATA's or MTPD's General Orders, procedures, rules, regulations, directives, or the laws of any Compact jurisdiction, when reviewing BWC recordings.
14. Notify an on-duty official as soon as reasonably able, but no later than the end of their shift, of any incident for which they did not activate their BWC and complete the Malfunction/No Recording Form (Attachment C).
15. Notify an on-duty official immediately of any malfunctioning or inoperable BWC equipment, including any docking station and complete the Malfunction/No Recording Form (Attachment C).

B. Members equipped with BWCs shall not:

1. Remove, dismantle, or tamper with any hardware or software associated with BWCs or any related applications.
2. Discontinue or stop recording for any mandatory recording event as provided in this General Order, even when asked to do so by a subject or a member of the public, except for those providing an anonymous tip. The Member shall request that an official respond to the scene to assist if the Member cannot resolve the issue.

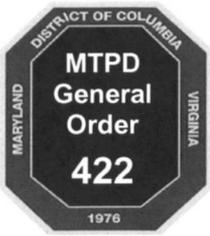


3. View BWC recordings at the scene of an incident unless approved by the Watch Commander.
4. Destroy, delete, edit, alter, modify, tamper with, or otherwise use BWC recordings in violation of this policy. All BWC recordings are the sole property of MTPD, and Members who tamper with BWC recordings may be subject to criminal investigation and prosecution.
5. Copy, record, download or share a BWC recording without written approval of a Captain or above, or the on-duty Watch Commander, and then only for official law enforcement purposes. The approving official shall notify the BWC Manager of any such action.
6. Wear or use their BWCs when working outside employment or off-duty.
7. Wear, use or take their BWCs home, unless approved by the on-duty Watch Commander. The on-duty Watch Commander shall notify the BWC Manager by email of any such approvals no later than the completion of the Watch Commander's tour of duty.
8. Activate their BWCs during any court or other judicial proceeding.
9. Use a BWC assigned to another member. If members inadvertently use any other member's BWC, they shall immediately notify their on-duty supervisor and send an email to the BWC administrative address and their assigned BWC Coordinator.
10. Record on private property unless present for law enforcement purposes.
11. Intentionally record any activity other than for official law enforcement purposes.
12. Record other Members intentionally unless the recording is required by or, is in compliance with, this General Order.
13. Record a particular person based **solely** on the person's race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibility, homelessness status, physical disability status, matriculation status, or political affiliation.
14. Record in places where a reasonable expectation of privacy exists, such as in locker rooms or restrooms, unless recording is required for the performance of official duties and is otherwise authorized by this General Order, by regulation, or statute.
15. Record confidential informants.
16. Use any device or instrument, electronic or otherwise, to intentionally interfere with the capability of the BWC.
17. Upload, post or share any BWC recordings on any website or through any electronic devices, except as described in this policy.
18. View recordings for anything other than official law enforcement purposes.



100.7 DEFINITIONS

- a. Body Worn Camera (“BWC”): Camera system with internal memory for storage of recorded audio and video designed to be worn on the clothing of or otherwise secured to a person.
- b. BWC Unit Coordinators: Member assigned by police district to assist with the implementation and use of BWCs within their district.
- c. MTPD Central Complaint Number (“CCN,” also called “MTP number”): Unique number that the Communications Division issues to MTPD members upon request when recording events via an incident or offense report, arrest, or other type of event. The first four digits of the MTPD CCN correspond to the year in which the report is being taken.
- d. Digital evidence: BWC recordings, including photographs, audio, and video footage, captured by BWCs, and stored digitally.
- e. Docking station: Hardware connected to WMATA’s network that is designed to charge BWCs and offload recordings.
- f. Day: Refers to calendar days of the year.
- g. Data: Information associated with BWC recordings, such as time, date, location, officer interaction/offense categorization and badge number.
- h. Major incident scene: Any crime scene, natural disaster or other incident that causes loss of, or disruption to, bus or rail service, or causes a substantial risk of exposing customers or employees to a significant hazard.
- i. Metadata: Information embedded in the digital creation of a BWC record.
- j. Member: Any sworn or unsworn personnel assigned to MTPD.
- k. MTPD BWC Program Director: MTPD Deputy Chief of the Administrative Bureau, designated by the Chief of Police to oversee the BWC program.
- l. Official: Member with rank of sergeant or above.
- m. Office of Professional Responsibility and Inspections (“OPRI”): MTPD office responsible for investigating allegations of serious MTPD employee misconduct and conducting periodic inspections and audits.
- n. Serious Use of Force: Includes all firearm discharges by members except those involving range and training incidents and animals; all uses of force resulting in a serious physical injury; all head strikes with an impact weapon; all uses of force resulting in a loss of consciousness or which create a substantial risk of death or of serious disfigurement, disability or impairment of the functioning of any body part or organ; all uses of force by a member involving the use of neck restraints or techniques intended to restrict a subject’s ability to breathe; and, all other incidents involving a death or serious injury.



- o. Subject: Any individual who is not an on-duty law enforcement officer who has been recorded by a BWC.

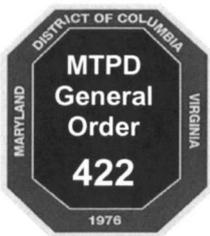
100.8 PROCEDURES FOR BWC-EQUIPPED MEMEBRS

A. Functionality. Members shall:

1. Inspect and test their BWCs to determine that they are operational and functioning properly at the beginning of every shift prior to the Member's deployment. Members working extended shifts shall inspect and test their BWCs at the beginning of a subsequent shift.
2. Notify the Communications Division over the radio if their BWC is lost, damaged, malfunctioning, or inoperable and the Communications Division will note that information in the CAD. In addition, the Member shall:
 - a. Notify an on-duty Sergeant without delay after notifying the Communications Division; however, if working an active scene, the Member may clear the scene first before notifying an on-duty sergeant, who will notify the Watch Commander.
 - b. Complete an Officer Report, except for reasons related to a low or uncharged battery. The on-duty sergeant shall notify the Watch Commander and the MTPD BWC Coordinator. The Watch Commander will notify the BWC Program Manager.
3. Verify that their BWC is fully charged and does **not** contain data from a prior shift. If the BWC contains data from a prior shift, Members shall immediately notify the on-duty Sergeant and their BWC Coordinator.

B. Operations:

Members shall start their BWC recordings as soon as they are dispatched to a call for service, or as soon as they self-initiate any police investigation or action, by consent or otherwise, whether inside a WMATA facility or elsewhere, including, but not limited to: all contacts, stops, or arrests; identifications; transports of prisoners; hospital guard duty; major incident scenes, or any other incident for which a Member deems it appropriate to activate the BWC, in accordance with this General Order.



C. First Amendment Assemblies

1. Members shall activate their BWC during First Amendment deployments when they are actively engaged in crowd control, undertaking any law enforcement action or investigation, or directed to activate their BWCs by the Event or Detail Commander.
2. Members shall categorize their recordings of First Amendment assemblies as "First Amendment Assembly" in the MTPD-approved database.

D. Sexual Assaults

Members who initially respond to allegations of sexual assault shall activate their BWCs but shall only ask victims questions sufficient to enable them to determine the crime committed, and to obtain the required information for a lookout broadcast.

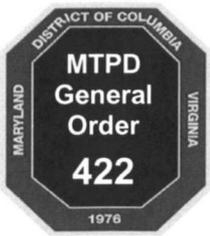
E. Medical Facilities, Ambulances, and Patient Privacy

1. Members shall record ambulance transports when the officer reasonably deems it necessary for law enforcement purposes.
2. Members shall avoid recording in the common areas of medical facilities unless necessary to comply with the requirements of this General Order.
3. When Members are required to record in medical facilities, they shall position themselves in such a way as to afford the patients as much privacy as reasonably available under the circumstances.

F. Members equipped with BWCs who are on the scene of an incident and who are not the primary reporting Member shall inform the reporting member of their BWC recording so that the primary Member may record this information in his or her report.

G. Deactivation of BWCs

1. Once activated in accordance with this order, a member shall not deactivate their BWC until or unless the Member has:
 - a. Cleared the assignment, incident, contact, detention or arrest;
 - b. Transferred custody of the arrestee to another Member or another agency in any incident involving an arrest;
 - c. Terminated a search for which the Member believes they will have no further interaction with the person or property; or,



- d. Terminated a pursuit and returned to service through the dispatcher.
 - e. Notified the Communications Division of Member's need to take a break. Communications Division will document the Member's break in CAD.
2. In some limited circumstances, Members may be ordered by a Watch Commander or official of higher rank to deactivate their BWCs for issues of national security or for other high-level security concerns. Members shall document this order and the name of the ordering official in their incident reports and the ordering official will notify the Deputy Chief of Homeland Security Intelligence and Investigations Bureau of the deactivation.
 3. Members will, when responding to back-to-back events without any BWC deactivation between events, enter the CCNs corresponding to both events in the BWC ID field.

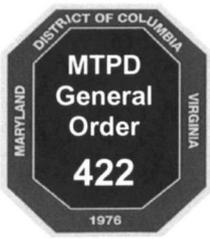
H. Requirements for Members Before End of Shift

1. Members, prior to the end of their shift, shall:
 - a. Document any activation of the BWCs, by writing "BWC Activated" at the beginning of the narratives of event reports, arrest paperwork, and citations.
 - b. Record the member's last and first name and badge number at the beginning of narratives if different from the reporting member listed on the report.
 - c. Document, in the narrative section of all related reports, any delay or failure by a member to activate their BWC, or any interruption of a BWC recording that is required to be recorded by this General Order.
 - d. Label and categorize recordings of search warrants, pre-planned arrest warrant executions, and forcible entries. Label and categorize all other recordings in accordance with this General Order.
 - e. Upload recorded data to the storage database.
 - f. Charge BWC cameras in an MTPD-approved BWC docking station.
 - g. Complete the Malfunction/No Recording Form (Attachment C) if required.

100.9 Labeling and Categorizing BWC Recordings

A. BWC Title Field. Members shall add a title – IN ALL CAPS – to each of their BWC recordings in the following format:

1. Start date of recording (formatted as the year first (4 digits), followed by the month and day) - type of event - address (including the quadrant) (e.g., 20150220 - MISSING PERSON - 1751 M ST NW)
2. In cases where MTPD is responding to an event being handled by another agency, the member should add the name of the other agency to the end of the title (e.g.,



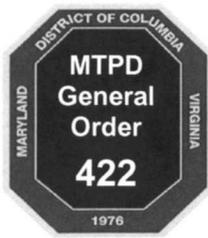
20150220 - MISSING PERSON - 1751 M ST NW - US CAPITOL POLICE).

B. BWC ID Field: Members shall enter the MTPD CCN in the ID field (with no hyphens or dashes).

1. If no MTPD CCN numbers were drawn for the event, the member shall:
 - a. Enter the citation number or the Call for Service (CFS) number in the ID field when applicable; or
 - b. Type "NA" in the ID field if there is no CCN or other internal tracking number.
 - c. Label and categorize ("tag") up to two MTPD CCNs in the "ID" field, separated by commas.

C. BWC Categories

1. Members shall label BWC recordings with one or more categories from the list below, choosing the first applicable category and adding additional categories if needed. Members shall not use any category other than those listed below.
2. BWC Categories:
 - a. For Supervisory Review. Members shall notify their supervisors, prior to the end of their shift, of any BWC recordings that fall in any of the three categories below, and the supervisor shall review the BWC within 24 hours of the notification:
 - i. A Member dies or is injured during the performance of their duties;
 - ii. Any incident for which the Member generated a use of force report; or
 - iii. The Member is involved in an incident that results in a fatality including, but not limited to, in-custody deaths, car accidents, or vehicular pursuits with a fatality.
 - b. Murder / Manslaughter
 - c. First and Second-Degree Sexual Offenses
 - d. Sexual Offenses Other Than First and Second Degree
 - e. Death Report / Suicide
 - f. Crime Involving a Public Official
 - g. Any Other Felonies
 - h. Search or Arrest Warrant
 - i. Forcible Entry Absent Warrant
 - j. Other Misdemeanors (no arrest)



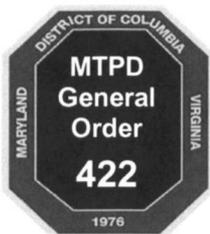
- k. First Amendment Assembly
- l. Internal Investigations - OPRI
- m. Internal Investigations - District
- n. Incident - No Arrest
- o. Warrant/Papered Arrest/Ongoing Criminal Investigation
- p. No Papered Arrest
- q. Contacts initiated for a law enforcement or safety purpose
- r. Stop and/or Frisks (i.e., traffic, pedestrian, or bicycle) as defined in General Order 325.
- s. Criminal Citations and Summonses
- t. Civil Infractions
- u. BWC Testing – includes recordings taken by members to ensure their BWCs are operating properly.
- v. Training (designation by BWC Manager only).

D. Accidental Recordings

1. Members who accidentally activate their BWC may submit a deletion request to their assigned BWC coordinator through their chain of command to rank of Captain or above, who shall forward the same to the MTPD BWC Manager, who shall confirm the recording is accidental and eligible for deletion.
2. Members shall ensure the request contains sufficient information (e.g., date, time, member's badge number) to locate the recording.
3. The MTPD BWC Program Director shall review accidental recordings and determine whether the recording should be deleted. If the recording was accidental and was not made under the procedures of this General Order, the BWC Manager shall document this finding in the recording notes and delete the recording. An audit log on the history of every recording will be maintained in the storage database.

E. Member Access and Review Pending Use-of-Force Investigations, In-Custody Deaths, Criminal Investigations, or Administrative Investigations

1. Members may review their and any other officer's BWC recordings for any law enforcement purpose, except those members involved in any serious uses of force, in-custody deaths, or who are the subject of a potential or pending criminal investigation may not view their BWC recording related to the incident(s) or view



those of another member or of another agency. OPRI will determine when and if the member may view any of these recordings.

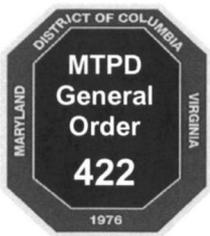
2. Members who are conducting criminal investigations shall:
 - a. Review and re-categorize BWC recordings in accordance with their investigative findings.
 - b. Document reviews of any associated BWC recordings in their Report of Investigation.
3. Members with the rank of sergeant and above, civilian BWC coordinators, OPRI investigators, and designated WMATA employees may download BWC recordings for investigations or any authorized administrative or litigation purpose.

F. Review by MTPD Officials of BWC Recordings of Uses-of-Force and Serious Misconduct.

1. Watch Commanders shall, as soon as possible but no later than the end of their shift, review any BWC recordings related to all uses-of-force and alleged serious misconduct that occur on their shift and of which they are aware.
2. If any investigation is initiated, Watch Commanders or any other official involved in the investigation shall request, and the responding OPRI member shall verify, that all related BWC recordings are uploaded and categorized.
3. Officials shall provide OPRI the following information for any incident associated with an OPRI tracking number:
 - a. Whether the subject Member was wearing a BWC at the time of the incident.
 - b. Whether the incident involved a violation of this General Order.
 - c. Whether any other Members who witnessed the incident were wearing BWCs.

G. When conducting internal or administrative investigations of incidents where BWCs are present, investigating officials shall:

1. View all available BWC footage as part of their investigation.
 - a. Add a category (*i.e.*, "Internal Investigations OPRI" or "Internal Investigations District") to the recordings related to their investigations.
 - b. Document whether their investigative findings are consistent with available BWC footage and address the existence of any material discrepancies between subject, complainant, or witness statements and the BWC footage.



- c. OPRI shall limit access to the BWC recordings during any internal investigation.

H. When completing internal investigations, officials shall also include the following information in the “Prologue” and any other sections of the investigation as appropriate:

- 1. A listing of each member, including a badge number, present at the incident;
- 2. Whether each member was equipped with a BWC, and whether the BWC was activated.

I. Investigating officials shall initiate a separate investigation to include creation of independent OPRI tracking numbers to document a policy violation related to the BWC. In addition, investigating officials shall include new OPRI tracking numbers in the “Discrepancy Section” of the original investigative report -- if one exists – in which the policy violation was discovered.

J. Warrants and Forcible Entries

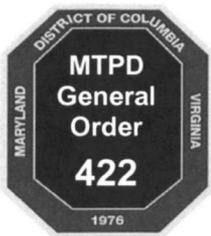
Absent exigent circumstances, all members participating in the execution of all searches Warrants, pre-planned arrest warrants and forcible entries shall activate their BWCs.

- 1. Members shall ensure that BWC recordings are categorized for retention purposes, as provided below:

Category	Resolved	Unresolved
1. Murder / Manslaughter	75 Years	100 Years
2. Felony Sexual Assault	75 Years	100 Years
3. All Other Sexual Offenses	5 Years	15 Years
4. Death Report / Suicide	75 Years	100 Years
5. Crime Involving a Public Official	15 Years	15 Years
6. All Other Felonies	10 Years	10 Years
7. Search or Arrest Warrant	6 Years	6 Years
8. Forcible Entries Absent Warrant	6 Years	6 Years
9. Internal Investigations (OPRI or District)	15 Years	15 Years

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10. First Amendment Assembly	5 Years	
11. All Other Misdemeanors	5 Years	
12. Use of Force	5 Years	
13. No-Papered Arrest (Felonies and Misdemeanors)	5 Years	
14. Contact/Stop/Citations/ Civil Infraction	5 Years	
15. Incident – No Arrest	5 Years	
16. Other Administrative Investigations	5 years	
17. BWC Testing	90 days	
18. Juvenile Victim [Youth and Family Services Division (YFSD) ONLY]	Indefinite	
18. Recordings subject to PARP requests, litigation or litigation holds	Original category retention or 8 years, whichever is longer; if request is withdrawn, the original category retention period will control.	
19. Metadata	5 years	

L. BWC Recordings Used in Training

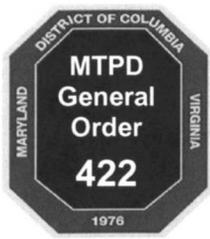
Members, through the chain of command, may suggest BWC recordings that may be of value for departmental training. Officials may also suggest BWC recordings that can be used for group discussions or other training. Any suggested recordings for training shall be reviewed and approved by OPRI. If approved by OPRI, the BWC recording will be forwarded to the Deputy Chief for Administrative Services Bureau for final approval. The BWC Program Manager, upon approval, will categorize the video as “Training” in the MTPD database.

100.10 RESPONSIBILITIES OF OFFICIALS AND SUPERVISORS

A. Sergeants shall:

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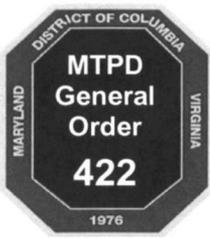
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2. Issue BWCs only to members who have received MTPD's BWC training.
3. Remind members at the beginning of each shift to check that BWCs are fully charged and functioning with appropriate mounting equipment.
3. Store any damaged or malfunctioning BWC equipment in the district safe and notify a BWC Coordinator immediately of the malfunction.
4. Replace any malfunctioning or inoperable BWCs with another BWC immediately upon being notified of the malfunction when a BWC Unit Coordinator is not available. A Sergeant shall notify the BWC Unit by email of any such replacement.
5. Conduct internal investigations regarding any damaged or lost BWCs and equipment.
6. Note on the daily assignment schedule any members deployed without a BWC and document the serial number and BWC number of any BWC temporarily issued to a member.
6. Review, in a timely manner, all recordings categorized as "For Supervisory Review," and then re-categorize any incorrectly categorized recordings.
7. Conduct reviews of the BWC recordings to check that all devices are functioning correctly by randomly picking at least one incident for each Member of their squad every quarter; the review shall also include checking the Member's compliance with the requirements of this General Order.
8. Remind Members to turn in their BWCs prior to the end of their shift and store BWC devices in designated, secured locations at MTPD facilities.

B. BWC Unit Coordinators shall:

1. Provide technical support to Members in their assigned units who have BWCs.
2. Replace any malfunctioning or inoperable BWCs with another BWC immediately upon being notified of the malfunction.
3. Return to the Quartermaster the BWCs of members who have been, or are anticipated to be, in less than full duty status for 30 days or more and notify the MTPD BWC Program Manager of any returns.
4. Report any malfunctioning or inoperable docking stations to the BWC Manager.
5. Conduct annual reviews of members' BWC recordings to determine whether members are recording mandatory events as outlined in this General Order.



6. Document BWC equipment malfunctions and failures, and within five business days of notice of the malfunction or failure, make a request of the vendor to repair and/or replace the equipment.
7. Conduct quarterly reconciliations of BWC assignments with the Quartermaster.

C. District/Division Commanders shall verify each Member has received the required BWC training prior to being issued a BWC and will be responsible for oversight of BWCs in their Districts and/or Divisions in compliance with this General Order.

D. The MTPD BWC Program Manager shall:

1. Serve as the custodian of records for all BWC recordings.
2. Serve as the system administrator of any BWC software applications.
3. Be responsible for coordinating and tracking requests for BWC recordings from other law enforcement agencies.
4. Delete accidental recordings.
5. Serve as the primary point of contact with the BWC vendor.

E. The MTPD Quartermaster shall:

1. Obtain the BWCs and coordinate their distribution through the BWC Unit Coordinators.
2. Maintain an inventory of BWCs and provide BWC Unit Coordinators a list of all assigned BWCs on a quarterly basis for reconciliation.

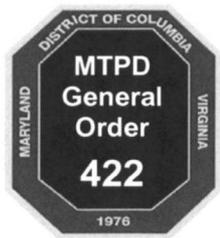
F. Bureau Chiefs shall institute a process to verify that BWC recordings of papered cases and no-papered arrests are categorized appropriately.

100.11 INTERNAL WMATA REQUESTS:

Internal WMATA requestors outside of MTPD, who need access to a BWC recording for investigations or any authorized administrative or litigation purpose, may request BWC recordings by MTPD-BWC-FORM_002_00_Body Worn Camera Request Form.

100.12 External Law Enforcement Requests for BWC Recordings

External requests from law enforcement agencies for BWC recordings will be provided through a process to be determined by the Chief of Police or his/her designee. **100.13**



EXTERNAL, NON-LAW ENFORCEMENT, REQUEST FOR BWC RECORDING

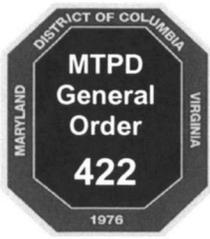
External requests for BWC recordings, other than from law enforcement agencies, shall be processed in accordance with the normal course of business. Any third party that is not a law-enforcement agency shall pay any and all costs associated with such preparation, review, and production of BWC video. For instances in which BWC recordings are not released in the normal course of business, such requests shall be processed pursuant to WMATA's Public Access to Records Policy ("PARP") including payment of processing fees in accordance with PARP.

100.1 REFERENCES

1. General Order 336 (Preliminary Investigation of Sexual Assaults)
2. General Order 130 (Use of Force)
3. General Order 701 (Courts)
4. General Order 325 (Contacts, Stops and Frisks)
5. WMATA's Public Access to Records Policy ("PARP")

100.13 ATTACHMENTS

1. Attachment A: Body Worn Camera Approved Wearing Methods
2. Attachment B: Body Worn Camera Request Form
3. Attachment C: Body Worn Camera Malfunction/Failure to Activate Form



100.14 APPROVAL

I hereby approve this General Order and charge all named responsible for the implementation of this General Order.

A handwritten signature in black ink, appearing to read "M. Anzallo", written over a horizontal line.

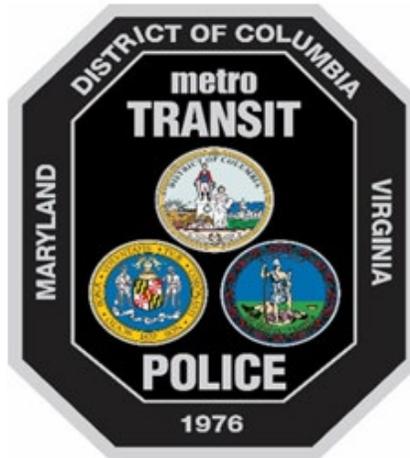
1-30-2023

Approved:
Michael L. Anzallo
Chief of Police
Metro Transit Police Department

Date

Metro Transit Police Department

Office of the Chief of Police



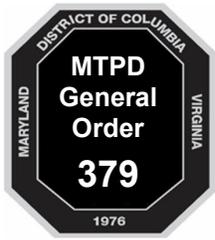
General Order 379 – Narcan

Document Number: MTPD-OC-GO-379-00

Effective Date: 11/21/2022

Revision History

Revision No.	Revision Date	Description of Changes
00	11/21/22	Initial release



Narcan

100.1 MISSION STATEMENT

The mission of the Metro Transit Police Department (MTPD) is to protect Metro patrons, personnel, transit facilities, and revenue by providing law enforcement and public safety services.

100.2 PURPOSE AND SCOPE

It is the policy of the Metro Transit Police Department to render emergency care to preserve life. In the case of those experiencing opioid overdoses trained members are authorized to administer naloxone to counteract the effects of the opioid.

100.3 ACCOUNTABLE PERSONNEL

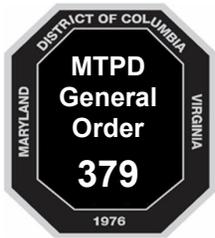
All MTPD sworn members are responsible for this general order.

100.4 POLICY

It is the policy of this Department, to ensure the safety and security of our passengers and employees. Members will respond to calls for assistance and attempt to determine if an opioid overdose has occurred. Members will request medical assistance and render aid as possible.

100.5.2 Administrative Requirements

- A. Members will inspect their naloxone prior to their tour of duty for any damage, leaks, etc. If a member determines that their naloxone is damaged, they will notify their supervisor. Supervisors will return damaged naloxone to the Training Division and will issue the member a new kit.
- B. Supervisors will conduct monthly inspections of naloxone devices assigned to their members.
- C. Members will document the use of naloxone in the narrative of the Case/Officer reports, to include if it was effective or not. Crime Analysis & Police Records Division staff will update the report, at the time of approval, to include NARCAN as a Special Study.
- D. Supervisors will notify the Watch Commander any time naloxone is used. Watch Commanders shall note any member's provision of naloxone on the Watch Commander's Report before the end of their shift



- E. In the event any member administers naloxone to an MTPD member, Supervisors will fill out on-duty injury paperwork and will notify the Exposure Control Officer. Any member administered naloxone will be transported to a hospital
- F. Members shall not alter the naloxone devices in any way.
- G. Members shall not leave naloxone devices in department vehicles upon the conclusion of their shift. Members shall not store department issued naloxone in their own personal vehicles. Naloxone should not be exposed to extreme heat or cold for extended periods of time. Members shall store their naloxone at room temperature between 59 degrees Fahrenheit to 77 degrees Fahrenheit.

100.4.2 Safety

- A. Naloxone temporarily reverses the effects of an opioid overdose; however, Naloxone will not reverse the effects of an overdose related to a non-opioid substance.
- B. Naloxone is safe for and has been approved for use by all populations, including children, pregnant women, and the elderly.
- C. Naloxone generally takes effect within two to five minutes after administration. Individuals who are revived from opioid overdoses, upon regaining consciousness, may be agitated and/or awake in a combative state. Officers should be prepared to deescalate the situation.

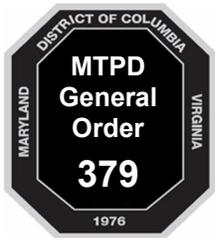
100.5.2 Opioid Overdose Symptoms

The below chart denotes some symptoms that can help differentiate individuals suffering from an opioid overdose from individuals that may be under the influence of another intoxicant. This list is not all inclusive. If, based on their investigation, members believe the individual is experiencing an opioid overdose, members will administer naloxone.

Under the Influence	Opioid Overdose
Normal skin tone	Pale, clammy skin, blue lips and/or fingertips
Muscles relaxed; speech is slowed or slurred	Breathing infrequent or has stopped
Sleepy looking; glazed eyes	Unconscious; deep snoring or gurgling
Relaxed muscles, responsiveness to verbal and tactile stimulations	Unresponsive to pain stimuli
Normal heart rate and/or pulse	Slow or no heart rate and/or pulse

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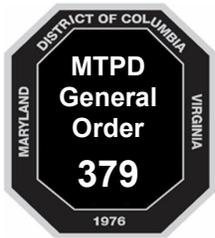
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PROCEDURES

100.5.1 Procedures

- A. Members are responsible for checking the expiration date on the Naloxone and return expired packages to their component coordinator.
- B. When arriving on the scene of a person suffering from a suspected opioid overdose, members will notify Emergency Medical Services (EMS) if EMS/Fire units are not present.
- C. Members will wear their Personal Protective Equipment (PPE) and exercise universal exposure precautions.
- D. Members will assess the affected individual and determine, if possible, the circumstances responsible for the affected individual's current state, based on witness statements, members' observations on scene and other evidence such as drug paraphernalia.
- E. When members believe that the individual is suffering from a Medical Emergency caused by an opioid overdose, members will administer their department issued naloxone, unless Fire/EMS is already on scene. After the member administers the naloxone, the affected individual will be placed in the recovery position and members will monitor the individual's condition.
- F. If an individual experiences a negative allergic reaction to naloxone, members will seek the appropriate medical assistance and provide first aid as necessary.
- G. If a member does not know whether the overdose is related to an opioid or a non-opioid substance, the member may administer naloxone.
- H. If the victim does not wake up within two (2) minutes, the member should re-assess the individual and decide whether an additional dose should be administered. Members may administer additional doses based on their training.
- I. If the affected individual becomes unresponsive; stops breathing; and/or has a weak pulse or no pulse, members will carry out the appropriate basic life saving measures.
- J. Members will inform the affected individual of the importance of receiving medical attention at the hospital or medical facility.
- K. If the individual declines medical transport, members should assess the individual and determine if the individual is an imminent danger to themselves or others. Members should determine whether an involuntary committal is warranted based on their investigation. An overdose, standing alone, may not meet this criterion.



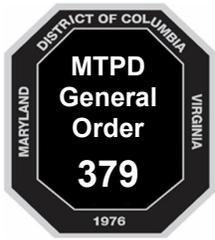
- L. If a member believes that the individual appears to have the capacity to make their own medical decisions and the individual declines medical transport, the individual will not be detained, absent other exigent factors.
- M. Members will request that the affected individual identify himself or herself on a consensual basis, absent a crime.
- N. Members may discard used naloxone dispensers in trash receptacles.
- O. Members can obtain additional naloxone at the MTPD Training Division through their chain of command.
- P. Members believing an MTPD K9 needs naloxone may administer naloxone to a K9 with the concurrence of the K9's handler.
- Q. Members will notify their supervisor as soon as practical whenever they administer naloxone, but prior to the end of their tour of duty.
- R. Members administering Naloxone will inform treating medical personnel of the time and dose.

100.5.2 Juvenile Procedures

- A. Members may administer naloxone as a life-saving measure to juveniles, whether a guardian is present or not.
- B. If naloxone is administered to a juvenile, the juvenile's legal guardian will be notified of its use as soon as practical but prior to the end of the tour of duty.
- C. Members will transport all juveniles who have been treated with naloxone to a hospital and/or medical facility unless the juvenile's legal guardian directs otherwise.

100.5.3 Naloxone Coordinator

- A. The Deputy Chief, Administrative Services Bureau, will appoint a Naloxone Coordinator.
- B. The Naloxone Coordinator will:
 - 1. Monitor and order the department's naloxone supply. Naloxone kits should be available at the Districts, CID and the Training Division
 - 2. Maintain logs of the number of naloxone kits issues to each member
 - 3. Coordinate any necessary training
 - 4. Preparing an annual report regarding the department's naloxone usage



100.6 RESPONSIBILITIES

This general order applies to all MTPD sworn members. There are no individual/position-related responsibilities outside of this general order and/or as described in the Department Procedures/Operations Manual.

100.7 DEFINITIONS

The following words and terms will have these assigned meanings.

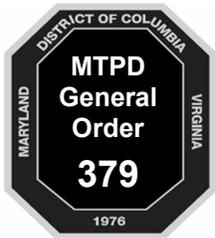
- 100.7.1 Naloxone** - Opioid antagonist used to reverse the effects of opioid overdose using a nasal spray device. By administering naloxone, commonly known by the brand-name Narcan, an opioid overdose is reversed as it displaces opioids from receptors in the brain.
- 100.7.2 Opioid** - Class of drugs that includes the illegal drug heroin, synthetic opioids (i.e., fentanyl), and prescription pain relievers such as oxycodone, hydrocodone, codeine, morphine. Opioids are chemically related; they interact with opioid receptors in the body's nerve cells the body and brain and are often used in pain mitigation.
- 100.7.3 Opioid Overdose** - An acute condition, potentially fatal, due to excessive opioids in the body, manifested by respiratory and/or central nervous system depression.
- 100.7.4 Naloxone Coordinator** - A member of the MTPD Training Division, appointed by the Deputy Chief, Administrative Services Bureau, who will be responsible for overseeing the department's naloxone program.

100.8 REFERENCE

- 100.8.1** MD Code, Health General, 13-3108. Immunity from liability
- 100.8.1** Code of the District of Columbia 7-403. Seeking health care for an overdose victim.
- 100.8.1** Maryland Overdose Response Program, Educational Training Program Core Curriculum

100.9 RECORDS

- 100.9.1** N/A



100.10 APPROVAL

I hereby approve this general order and charge all named responsible for the implementation of this general order.

Approved:
Michael Anzallo
Chief of Police
Metro Transit Police Department

Date

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