

Washington Metropolitan Area Transit Authority
Board Action/Information Summary

Action Information

MEAD Number:
200970

Resolution:
 Yes No

TITLE:

FOP Tentative Agreement

PRESENTATION SUMMARY:

To request the WMATA Board of Directors approve the negotiated Tentative Agreement with Fraternal Order of Police/Metro Transit Police Labor Committee, Inc. (FOP/MTPLC).

PURPOSE:

To request approval of the negotiated Tentative Agreement with FOP/MTPLC covering wages, hours and working conditions for the bargaining unit comprised of over 400 sworn police officers employed by WMATA.

DESCRIPTION:

On August 12, 2014, the parties reached a tentative agreement on the 2010-2017 Collective Bargaining Agreement (the "CBA"). The agreement fixed the basic economic terms for FY2015-FY2017 as well as the work rule modifications for the same time period. The parties agreed that FOP/MTPLC will receive a 0.2% general wage increase effective October 1, 2010, a 0.4% general wage increase effective October 1, 2011, a 0% general wage increase effective October 1, 2012, and a 2.26% general wage increase effective October 1, 2013. Out year additional wage increases will take effect on October 1, 2014, 2015, 2016 and 2017 based upon the average of the five (5) highest percent wage increases implemented in each of the six (6) reporting jurisdictions. The attached includes a fact sheet and a Tentative Agreement which was ratified by vote of FOP/MTPLC membership on August 12, 2014.

The execution of this Tentative Agreement covering wages, hours and working conditions allows us to work towards the goal of using every resource wisely.

Key Highlights:

WMATA and the FOP/MTPLC have reached a tentative collective bargaining agreement that extends through 2017.

The tentative agreement wage increases closely aligns with the Authority's funding jurisdictions.

The execution of this Tentative Agreement will forgoe interest arbitration.

Background and History:

WMATA's Board of Directors approved on June 26, 2008, resolution 2008-37, which adopted a tentative agreement reached by The Washington Metropolitan Area Transit Authority (the "Authority") and FOP/MTPLC (the "Union") to amend the then existing CBA and extend its terms. That CBA became amendable on October 1, 2010. The parties met over a protracted period of time and conducted an extensive number of negotiation sessions culminating in a tentative agreement to extend the CBA for the period of October 1, 2010 through September 30, 2017. The 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 by both parties, unless otherwise indicated. All sections and subsections not affected by these amendments are to continue in effect without change.

Discussion:

Not applicable to this action.

FUNDING IMPACT:

Budget:	Operating Budget, Fiscal 2015-FY2017
Project/Account:	Salary and Fringe Benefits
Project Manager:	N/A
Project Department/Office:	MTPD
This Action:	\$3,400,000
Remarks:	The estimated financial impact of the agreement is \$3.4 million, including retroactive payments covering FY2010 to FY2014 and a projected two percent increase for FY2015 (effective 10/1/2014). WMATA has been accruing expenses in anticipation of an agreement, and the agreement is within the expected range, so there is no net impact to the FY2015 budget. Future wage increases under this agreement will be forecasted as part of the FY2016 and FY2017 budget development processes.

TIMELINE:

Previous Actions	No prior approvals.

Anticipated actions after presentation	No anticipated actions required.
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RECOMMENDATION:

Approval of the attached resolution which approves the Tentative Agreement including the economic terms for FY2014-FY2017, for the 2010-2017 Collective Bargaining Agreement between Metro and FOP/MTPLC and authorizes the General Manager to execute a new Collective Bargaining Agreement accomplishing this action.

PRESENTED AND ADOPTED: September 24, 2014

**SUBJECT: LABOR CONTRACT SETTLEMENT WITH FRATERNAL ORDER OF POLICE/
METRO TRANSIT POLICE LABOR COMMITTEE, INC.**

2014-52

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

WHEREAS, The Fraternal Order of Police/Metro Transit Police Labor Committee, Inc. (FOP/MTPLC) represents a majority of the Metro Police Officers of the Washington Metropolitan Area Transit Authority (WMATA) for purposes of collective bargaining; and

WHEREAS, The 2008-2010 Collective Bargaining Agreement (CBA) covering the wages, hours and working conditions of these employees expired September 30, 2010; and

WHEREAS, WMATA and FOP/MTPLC returned to the bargaining table to negotiate the terms of a new agreement; and

WHEREAS, On August 11, 2014, the parties executed a Memorandum of Understanding (MOU) regarding a Tentative Agreement to amend and extend the CBA; and

WHEREAS, Attachment A to this Resolution includes the MOU, the Tentative Agreement and a fact sheet regarding the significant provisions of the Tentative Agreement; and

WHEREAS, The Tentative Agreement has no net impact to WMATA's FY2015 Budget; and

WHEREAS, A majority of the voting union membership ratified the MOU on August 12, 2014; now, therefore be it

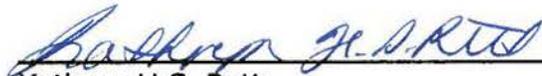
RESOLVED, That the Board of Directors approves the MOU and Tentative Agreement reached between WMATA and FOP/MTPLC covering the wages, hours, and working conditions of these employees; and be it further

RESOLVED, That the General Manager/Chief Executive Officer is authorized to execute a new CBA completing the terms of the 2010-2017 labor agreement until replaced by a successor agreement; and be it finally

**Motioned by Mr. Downs, seconded by Mr. Dyke
Ayes: 7 – Mr. Downs, Mr. Downey, Mrs. Hudgins, Mr. Dyke, Ms. Bowser, Mr. Acosta and Mr. Goldman**

RESOLVED, That this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Kathryn H.S. Pett
General Counsel

WMATA File Structure Nos.:
14.2 Collective Bargaining Agreements

MEMORANDUM OF UNDERSTANDING

Between

THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

And

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

AUGUST 12, 2014

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, 2010 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 by both parties, unless otherwise indicated. All sections and subsections not affected by these amendments are to continue in effect without change.

TENTATIVE AGREEMENT

FINAL

The union membership ratified the terms of this tentative agreement on August 12, 2014 and its terms shall become effective contingent upon ratification by the Authority's Board of Directors.

PREAMBLE

This Agreement, made and entered into effective the first day of October 1, 2010, 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.

ARTICLES 1 – 4 - No changes

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

Sections 1 – 4. No changes

Section 5. Upon reemployment 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, the employee's seniority date shall be the date of the employee's reemployment.

Sections 6 – 9. No changes

ARTICLES 6 – 7 – No changes

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 4 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 representative's 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. No Changes

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. [The parties agree that the five (5) hours annual deduction will begin with the January 2015 deduction and that the three (3) hour deductions in January 2011, January 2012, January 2013, and January 2014, were appropriate.]

ARTICLE 9 – GRIEVANCE PROCEDURE

Sections 1 - 5. No changes

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: No changes

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) calendar 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. No changes

ARTICLE 10 – ARBITRATION

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 with each party receiving 45 minutes to present its case with five (5) minute closings. No single case may be presented beyond 2 hours in total. There shall be no transcript, no briefs, and a written one-paragraph decision by an arbitrator shall be delivered no later than seven (7) calendar days from the hearing date.

ARTICLE 11 – No Changes

ARTICLES 12 – 20 – No Changes

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 – No Changes

ARTICLE 23 – HOURS OF WORK

Sections 1 - 2. No Changes

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 training 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.

ARTICLE 24 – No Changes

ARTICLE 25 – ANNUAL LEAVE

Section 1. Annual Leave.

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

<u>HOURS</u>	<u>YEARS OF SERVICE</u>
104	Less than 3
160	03 -14
208	14 +

(b) No Changes

(c) No Changes

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. Employees who have not used any sick leave during any one calendar year will receive sixteen (16) additional hours of sick leave to be credited to the employee's sick leave account. An employee may elect to convert both days to compensatory time.

Section 2. No Changes

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.

ARTICLES 27

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.

ARTICLES 28 – 29 – No Changes

ARTICLE 30 – Holidays

Section 1. Recognized holidays are the date recognized by the Authority. The Authority designates and observes the following eleven (11) 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
Independence Day – July 4
Labor Day – first Monday in September
Columbus 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.

ARTICLES 31 – UNIFORMS

Section 1.

Effective October 1st, 2014, All Table of Organization designated investigators shall receive one thousand and two hundred (\$1200) per year clothing allowance. All other Officers shall have their uniforms furnished by the Authority and shall receive a cleaning allowance of seven hundred dollars (\$700) per year to maintain same.

Sections 2 – 4. No Changes

ARTICLE 32 – No Changes

ARTICLE 32A – HEALTH OVERSIGHT COMMITTEE

Sections 1-5: No Changes

ARTICLE 33 – No Changes

ARTICLE 34

Sections 1 – 2. No Changes

Section 3. Delete Entire Section

[New] 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 – No Changes

ARTICLE 36 – WAGES AND PREMIUM PAY

Section 1. Wages.

- (a) Effective on October 1, 2010, 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, 2010 for each PO category and grade. In the event that a jurisdictional increase is implemented following September 30, 2010 but made retroactive by the jurisdiction to before September 30, 2010 the base wages for each PO category and grade for the pay period beginning October 1, 2010 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, 2010. Any such retroactive increases will be made on October 1, 2011, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2010, to September 30, 2011, but that apply to the year period of October 1, 2009, to September 30, 2010.
- (b) Effective October 1, 2011, 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, 2011 for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2011 but made retroactive by the jurisdiction to before September 30, 2011 the base wages for each PO category and grade for the period beginning October 1, 2011 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, 2011. Any such retroactive increases will be made on October 1, 2012, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2011, to September 30, 2012, but that apply to the year period of October 1, 2010, to September 30, 2011.
- (c) Effective October 1, 2012, 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, 2012 for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2012 but made retroactive by the jurisdiction to before September 30, 2012 the base wages for each PO category and grade for the pay period beginning October 1, 2012 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, 2012. Any such retroactive increases will be made on October 1, 2013, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2012, to September 30, 2013, but that apply to the year period of October 1, 2011, to September 30, 2012.
- (d) Effective October 1, 2013, 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, 2013 for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2013 but made retroactive by the jurisdiction to before September 30, 2013 the base wages for each PO category and grade for the pay period beginning October 1, 2013 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, 2013. Any such retroactive increases will be made on October 1, 2014, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2013, to September 30, 2014, but that apply to the year period of October 1, 2012, to September 30, 2013.

- (e) Effective October 1, 2014, 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, 2014 for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2014 but made retroactive by the jurisdiction to before September 30, 2014 the base wages for each PO category and grade for the pay period beginning October 1, 2014 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, 2014. Any such retroactive increases will be made on October 1, 2015, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2014, to September 30, 2015, but that apply to the year period of October 1, 2013, to September 30, 2014.
- (f) Effective October 1, 2015, 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, 2015 for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2015 but made retroactive by the jurisdiction to before September 30, 2015 the base wages for each PO category and grade for the pay period beginning October 1, 2015 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, 2015. Any such retroactive increases will be made on October 1, 2016, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2015, to September 30, 2016, but that apply to the year period of October 1, 2014, to September 30, 2015.
- (g) Effective October 1, 2016, 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, 2016 for each PO and grade. In the event that such a jurisdictional increase is implemented following September 30, 2016 but made retroactive by the jurisdiction to before September 30, 2016 the base wages for each PO category and grade for the pay period beginning October 1, 2016 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, 2016. Any such retroactive increases will be made on October 1, 2017, and will account for all retroactive increases implemented by the jurisdictions during the period of October 1, 2016, to September 30, 2017, but that apply to the year period of October 1, 2015, to September 30, 2016.
- (h) The Authority shall create the classification of Master Police Officer. Progression into this classification shall be made consistent with the controlling General Order.

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. No Changes

Section 4. This Section has been intentionally left blank.

Section 5. No Changes

Sections 6 - 7. No Changes

ARTICLES 37 – 38 – No Changes

ARTICLE 39 – DURATION OF AGREEMENT

This Agreement will be effective, October 1, 2010, and will continue in full force and effect through September 30, 2017, 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, 2017, 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.

Appendix A – No Changes

Appendix B – No changes

Letters of Understanding

[Keep all current Letters of Understanding]

New Letters of Understanding:

Union Leave Bank Procedures

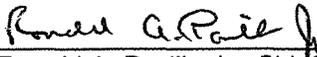
This is a letter to confirm the understandings achieved between the parties in the 2010-2011 negotiations regarding the union leave bank procedures.

1. When a union representative conducts union business and wishes to be compensated for their time, they shall enter into their timesheet the payroll time reporting code "FOPV – FOP Vacation Fund – Leave Bank" for the hours worked.
2. The union representative will receive regular pay for all "FOPV" hours worked and that pay will be deducted from the union leave bank.
3. WMATA will provide the union with a quarterly report detailing the fund balance and transactions.
4. If the union determines there is any unauthorized use of the union leave bank, WMATA will make the adjustments the union specifies.

Executed this 11th day of August, 2014

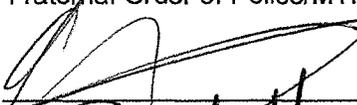
For the Washington Metropolitan Area Transit Authority

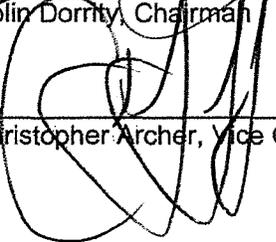
By: 
Richard Sarles, General Manager

By: 
Ronald A. Pavlik, Jr., Chief of Police

By: 
Edwin M. Waleryszak, Acting Director of Labor Relations

For the Fraternal Order of Police/MTPLC

By: 
Colin Dorrity, Chairman

By: 
Christopher Archer, Vice Chairman

LOCAL FRATERNAL ORDER OF POLICE
2010 SALARY SCHEDULE

Effective: October 1, 2010

Steps	1	2	3	4	5	6	7	8	9	10
Progression	1 Year Interval					2 Year Interval			3 Year Interval	
PO-1	48,492	50,237	51,896	54,555	59,816	64,619	69,252	71,585	73,734	75,496
PO-2			54,222	57,198	62,218	67,073	71,797	74,875	77,995	81,594
PO-3					64,040	69,698	74,924	78,408	83,002	87,030

Progression Between Steps

Steps 1 thru 5: 1 year interval

Steps 6 thru 9: 2 year interval

Step 10: 3 year interval

LOCAL FRANTERNAL ORDER OF POLICE
2011 SALARY STRUCTURE

Effective: October 1, 2011

Steps	1	2	3	4	5	6	7	8	9	10
Progression	1 Year Interval					2 Year Interval				3 Year Interval
PO-1	48,686	50,438	52,103	54,773	60,056	64,877	69,529	71,871	74,029	75,798
PO-2			54,439	57,427	62,467	67,341	72,084	75,175	78,307	81,920
PO-3					64,296	69,977	75,223	78,721	83,334	87,378

Progression Between Steps

Steps 1 thru 5: 1 year interval

Steps 6 thru 9: 2 year interval

Step 10: 3 year interval

LOCAL FRATERNAL ORDER OF POLICE
2012 SALARY SCHEDULE

Effective: October 1, 2012

Steps	1	2	3	4	5	6	7	8	9	10
Progression	1 Year Interval					2 Year Interval			3 Year Interval	
PO-1	48,686	50,438	52,103	54,773	60,056	64,877	69,529	71,871	74,029	75,798
PO-2			54,439	57,427	62,467	67,341	72,084	75,175	78,307	81,920
PO-3					64,296	69,977	75,223	78,721	83,334	87,378

Progression Between Steps

Steps 1 thru 5: 1 year interval

Steps 6 thru 9: 2 year interval

Step 10: 3 year interval

LOCAL FRATERNAL ORDER OF POLICE
2013 SALARY SCHEDULE

Effective Date: October 1, 2013

Steps	1	2	3	4	5	6	7	8	9	10
Progression	1 Year Interval					2 Year Interval			3 Year Interval	
PO-1	49,786	51,578	53,281	56,011	61,413	66,344	71,101	73,496	75,702	77,511
PO-2			55,669	58,725	63,879	68,863	73,714	76,874	80,076	83,772
PO-3					65,749	71,558	76,923	80,500	85,217	89,353

Progression Between Steps

Steps 1 thru 5: 1 year interval

Steps 6 thru 9: 2 year interval

Step 10: 3 year interval

**FACT SHEET
TENTATIVE AGREEMENT BETWEEN
WMATA AND FRATERNAL ORDER OF POLICE/METRO TRANSIT POLICE LABOR
COMMITTEE, INC.**

PARTIES IN AGREEMENT: Washington Metropolitan Area Transit Authority and Fraternal Order of Police/Metro Transit Police Labor Committee, Inc.

CONTRACT PERIOD: October 1, 2010 through September 30, 2017

CONTRACT FEATURES:

<u>Wages Across the Board</u>	<u>Wage Increase</u>	<u>Effective Date</u>
	0.20%	10/01/2010*
	0.40%	10/01/2011*
	0.00%	10/01/2012*
	2.26%	10/01/2013*

Out year additional wage increases will take effect on October 1, 2014, 2015, 2016 and 2017 based upon the average of the five (5) highest percent wage increases implemented in each of the six (6) reporting jurisdictions.

*Last general wage increase 10/01/2009. Wages by contract equal the average of the 5 highest percentage increases implemented in the 6 jurisdictions. (Details attached)

<u>Uniforms</u>	<u>Increase</u>	<u>Effective Date</u>
Clothing/Cleaning	\$200.00	10/01/2014

Cost: \$74,600 per year with total CBA cost of \$223,800. Last adjustment made in 2004 reflecting \$1,000 allowance for Clothing (Investigators) and \$500 Cleaning for (Uniformed Officers).

Contract Work Rules

Establish rapid resolution arbitration process. 3 grievances (minor) per day w/no transcript or briefs. Speeds resolution and reduces costs.

Clarified language on MTPD changing schedules to attend Mandatory In-Service Training. Prevents unnecessary O.T. associated w/Training and ensures officers not fatigued. (Resolves Arbitration scheduled on issue).

Clarified language on Holiday and Holiday Premium Pay. Ties Pay and Premium Pay (reduces eligibility) time to regularly scheduled work on Holiday. (Resolves two Arbitrations scheduled on issues).

Clarified language on Call Back Pay to limit eligibility.

LOCAL JURISDICTION - POLICE OFFICER GENERAL WAGE INCREASES (2010-2013)

Contract Period:	10/1/09 to 9/30/10	10/1/10 to 9/30/11	10/1/11 to 9/30/12	10/1/12 to 9/30/13
<u>Jurisdiction</u>	<u>10/1/2010</u>	<u>10/1/2011</u>	<u>10/1/2012</u>	<u>10/1/2013</u>
Arlington County	1.00%	0.00%	0.00%	3.00%
District of Columbia	0.00%	0.00%	0.00%	4.00%
Fairfax County	0.00%	2.00%	0.00%	2.18%
City of Alexandria	0.00%	0.00%	0.00%	0.00%
Prince Georges County	0.00%	0.00%	0.00%	0.00%
Montgomery County	0.00%	0.00%	0.00%	2.10%
WMATA Proposed General Wage Inc.	0.20%	0.40%	0.00%	2.26%

Outyear Wage Increases

10/1/14 to 9/30/15* - projected to be 2%

10/1/15 to 9/30/16*

10/1/16 to 9/30/17*

*Will be by contract equal to the average of the 5 highest percent increases implemented in the 6 reporting jurisdictions.