

**FINAL
AGREEMENT**

between

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

and

LOCAL UNION 922

of the

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

Effective from November 1, 2004

to

October 31, 2008, Inclusive



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

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AGREEMENT

Whereas the Washington Metropolitan Area Transit Authority
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 92349, 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, 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, cleaner shifters, maintenance workers, and storeroom clerks, excluding the purchasing agent and supervisors.
- (b) Management's Rights: The legal rights, obligations and responsibilities of the Authority and the Union with regard to collective bargaining 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 pro-

motion 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 de-

ductions, 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 "check-off" 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 - 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 Of-

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 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.

- (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 Author-

ity) 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 Concilia-

tion 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 provided, however, that this restriction shall not be applicable in the event of the refusal by either party to comply with the provisions of any arbitration award issued by a Board of Arbitration to which the Authority and the Union have submitted a dispute.

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 foregoing 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 re-employed within one (1) year from the date of such separation. Any employee who has served less than the forty-five (45) working day probationary period and has subsequently been separated from service and is re-employed 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, re-employed 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 re-employment. Any operator who has been separated from service and is re-employed within one (1) year shall receive the rate of pay to which his previous service as an operator with the Authority would entitle him 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 Drivers' 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) whenever 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 effected within such sen-

iority 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).

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) week's 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.

- (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 on which 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 totalling 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 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 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) week's vacation will be interpreted for each individual as forty (40) hours, and one (1) day's vacation, as eight (8) hours at his straight-time rate without any over-

time allowances. For part-time 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 full-time extra board operators and part-time 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.

- (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. Addi-

tionally, 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 since the previous July 1 as of the time his active service terminates, 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.

- (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 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 totalling 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 em-

ployee, 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 con-

templated 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.

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 al-

lowed sick leave of twelve (12) days of eight (8) hours each per year on an annual basis. Daily sick-leave 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. 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 work day.

An employee shall receive payment for sick leave beginning with the first day of illness if that is a scheduled work day if (1) he is ill for fourteen (14) consecutive days; or (2) he is hospitalized during his illness; or (3) he has five (5) years or more of continuous service and has accrued and maintained twelve (12) or more days of the sick leave credited to him during that period of service. However, paid sick leave for administrative and clerical employees and division clerks and related personnel, shall commence with the first scheduled work day lost due to illness or injury. 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 - Em-

ployers 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 work day 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 employees control which prevent the employee from complying. The application must be accompanied by a certificate signed by a duly qual-

ified 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 or 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 physically 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 three (3) years 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

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

Effective November 1, 2004, 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 six hundred fifty dollars (650.00). Effective November 1, 2005, 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 seven hundred fifty dollars (\$750.00). Effective November 1, 2007, 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 eight hundred dollars (\$800.00). Effective November 1, 2004, 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.

Section 19 - Holidays

- (a) New Year's Day, Washington's Birthday, Martin Luther King Birthday, Memorial Day, 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 work day 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 ex-

cused 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.
- (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 three (3) 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, grandchild, spouse, parent of spouse, brother, sister, grandparents, brother-in-law, sister-in-law. Grandparent of spouse and any dependent relative domiciled in the employee's home; "absence" means absence on a scheduled work day. 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.

Section 21 - Uniforms, Work Clothes and Tools

- (a) The Authority shall pay each employee (including part-time bus operators) required by Authority rule or condition of work to wear uniforms, a semi-annual cleaning allowance on January 1 and July 1 of each year, of \$100.00 (\$110.00 for allowances paid on or after January 1, 2003). In addition, effective January 1, 1996, and each January thereafter, employees shall receive a uniform voucher equal in value to the sum of three official shirts and two pairs of pants. 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 a sufficient number of snow suits as needed in foul weather for all maintenance employees who are assigned to work in inclement weather.
- (c) The Authority shall pay on April 1 of each year a tool allowance of \$320.00 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 pay check, a pro rated 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 tool boxes 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.

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 October 31, 2004 through December 31, 2006 shall be as specified under the terms of the Memorandum of Understanding dated January 6, 2005.
- (b) Effective as of the following dates, the Operator Rate in effect on December 31, 2006 shall be increased as follows:
 - 2.0% Effective January 1, 2007
 - 1.0% Effective July 1, 2007
 - 2.0% Effective January 1, 2008
 - 1.0% Effective July 1, 2008

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:

2.0%	Effective January 1, 2007
1.0%	Effective July 1, 2007
2.0%	Effective January 1, 2008
1.0%	Effective July 1, 2008

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 (1982-84 = 100), as published and revised by the Bureau of Labor Statistics, U.S. Department of Labor, increases by more than 4.0 from March 2003 to March 2004, then such percentage increase over 4.0% times a factor of 0.8 will be applied to the base rates other than those fixed to the operator rate (rounded to the fourth decimal place) effective the pay period beginning nearest October 31st, 2008 and all base rates fixed to the operator rate shall be adjusted accordingly thereafter. Such increase, if any, shall be incorporated into the base rate and be paid thereafter.

- (d) Base wage rates for May 1, 2001 and May 1, 2002 are as follows:

MAY 1, 2001

1. Operating Job Classes

POSITION TITLE	5/1/01 BASE RATE OR PERCENT OF OPERATOR RATE¹
FAREBOX PULLER* ²	90.0%
OPERATOR*	\$21.0789

2. Maintenance and Construction Job Classes³

POSITION TITLE	5/1/01 RATE OR PERCENT OF OPERATOR RATE¹
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	5/1/01 BASE RATE OR PERCENT OF OPERATOR RATE¹
CLERK-TYPIST	\$14,9218
DEPOT CLERK	\$23,2385
GARAGE CLERK	104.0%
STOREROOM CLERK A	104.0%
STOREROOM CLERK AA	110.0%

MAY 1, 2002

4. Operating Job Classes

POSITION TITLE	5/1/02 BASE RATE OR PERCENT OF OPERATOR RATE¹
FAREBOX PULLER* ²	90.0%
OPERATOR*	\$21.9221

5. Maintenance and Construction Job Classes ³

POSITION TITLE	5/1/02 BASE RATE OR PERCENT OF OPERATOR RATE¹
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%

6. Division Clerks and Related Personnel Job Classes

POSITION TITLE	5/1/02 BASE RATE OR PERCENT OF OPERATOR RATE¹
CLERK-TYPIST	\$15.5187
DEPOT CLERK	\$24.1680
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 turning-in operator manifests may be included among the normal duties of Farebox Pullers 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.

EFFECTIVE: February 1, 2005

L922 Hiring Progression

- a) All employees newly hired into “Operating” job classes prior to September 1, 2002 shall be subject to the following 72-month progression (Effective February 1, 2005):

First 06 months 60% of the 7th year classification rate
After 06 months 65% of the 7th year classification rate
After 12 months 72% of the 7th year classification rate
After 24 months 76% of the 7th year classification rate
After 36 months 84% of the 7th year classification rate
After 48 months 92% of the 7th year classification rate
After 60 months 96% of the 7th year classification rate
After 72 months 100% of the 7th year classification rate

- b) All employees newly hired into “Operating” job classes on or after September 1, 2002 shall be subject to the following 72-month progression (Effective February 1, 2005):

First 06 months 60% of the 7th year classification rate
After 06 months 65% of the 7th year classification rate
After 12 months 70% of the 7th year classification rate

After 24 months 75% of the 7th year classification rate

After 36 months 80% of the 7th year classification rate

After 48 months 85% of the 7th year classification rate

After 60 months 90% of the 7th year classification rate

After 72 months 100% of the 7th year classification rate

- c) All employees newly hired into “Maintenance & Construction” job classes of Cleaner, Cleaning Machine Operator, Parts Runner, Cleaner-Shifter, Janitor and Laborer prior to September 1, 2002 shall be subject to the following 72-month progression (Effective February 1, 2005):

First 06 months 60% of the 7th year classification rate

After 06 months 65% of the 7th year classification rate

After 12 months 72% of the 7th year classification rate

After 24 months 76% of the 7th year classification rate

After 36 months 84% of the 7th year classification rate

After 48 months 92% of the 7th year classification rate

After 60 months 96% of the 7th year classification rate

After 72 months 100% of the 7th year classification rate

- d) All employees newly hired into “Maintenance &

Construction” job classes of Cleaner, Cleaning Machine Operator, Parts Runner, Cleaner-Shifter, Janitor and Laborer on or after September 1, 2002 shall be subject to the following 72-month progression (Effective February 1, 2005):

- First 06 months 60% of the 7th year classification rate
- After 06 months 65% of the 7th year classification rate
- After 12 months 70% of the 7th year classification rate
- After 24 months 75% of the 7th year classification rate
- After 36 months 80% of the 7th year classification rate
- After 48 months 85% of the 7th year classification rate
- After 60 months 90% of the 7th year classification rate
- After 72 months 100% of the 7th year classification rate

The Wage Rate for Bus Operators engaged in the new service operations shall be as follows:

- (1) All Wage Rates in effect on October 31, 2004, shall remain in effect through December 31, 2004.
- (2) Effective as of February 1, 2005, all Bus Operators engaged in new service operations shall be subject to the following 36-month progression:
 - First 12 months 60% of the 7th year classification rate for Operators hired after September 1, 2002 under the CBA
 - Next 12 months 65% of the 7th year classification rate for Operators hired after

September 1, 2002 under the CBA
After 24 months 70% of the 7th year
classification rate for Operators hired after
September 1, 2002 under the CBA

(e) Progressions

1. Hiring Progression

- a) All employees newly hired into "Operating" job classes prior to September 1, 1996 are subject to the following 36-month progression.

First 12 months 75% of the classification rate

Next 12 months 80% of the classification rate

Next 12 months 90% of the classification rate

After 36 months 100% of the classification rate

- b) All employees newly hired into "Operating" job classes on or after September 1, 1996, but before October 1, 1998 are subject to the following 72-month progression.

First 12 months 60% of the classification rate

Next 12 months 68% of the classification rate

Next 12 months 76% of the classification rate

Next 12 months 84% of the classification rate

Next 12 months 92% of the classification rate

Next 12 months 96% of the classification rate

After 72 months 100% of the classification rate

- c) All employees newly hired into "Operating" job classes on or after October 1, 1998 and before September 1, 2002 are subject to the following 84-month progression (effective as of September 1, 2002).

First 12 months 60% of the classification rate

First 12 months 65% of the classification rate

Next 12 months 72% of the classification rate

Next 12 months 76% of the classification rate

Next 12 months 84% of the classification rate

- Next 12 months 92% of the classification rate
- Next 12 months 96% of the classification rate
- After 84 months 100% of the classification rate
- d) All employees newly hired into "Operating" job classes on or after September 1, 2002 are subject to the following 84-month progression:
 - First 12 months 60% of the classification rate
 - First 12 months 65% of the classification rate
 - Next 12 months 70% of the classification rate
 - Next 12 months 75% of the classification rate
 - Next 12 months 80% of the classification rate
 - Next 12 months 85% of the classification rate
 - Next 12 months 90% of the classification rate
 - After 84 months 100% of the classification rate
- e) All employees newly hired into "Maintenance & Construction" job classes of Cleaner, Cleaning Machine Operator, Cleaner-Shifter, Janitor and Laborer prior to September 1, 1996, are subject to the following 36-month progression.
 - First 12 months 75% of the classification rate
 - Next 12 months 80% of the classification rate
 - Next 12 months 90% of the classification rate
 - After 36 months 100% of the classification rate
- f) All employees newly hired into "Maintenance & Construction" job classes of Cleaner, Cleaning Machine Operator, Cleaner-Shifter, Janitor and Laborer after September 1, 1996, but before October 1, 1998 are subject to the following 72-month progression.
 - First 12 months 60% of the classification rate
 - Next 12 months 68% of the classification rate
 - Next 12 months 76% of the classification rate
 - Next 12 months 84% of the classification rate

Next 12 months 92% of the classification rate
Next 12 months 96% of the classification rate
After 72 months 100% of the classification rate

- g) All employees newly hired into “Maintenance & Construction” job classes of Cleaner, Cleaning Machine Operator, Cleaner-Shifter, Janitor and Laborer on or after October 1, 1998 and before September 1, 2002 are subject to the following 84-month progression (effective as of September 1, 2002).

First 12 months 60% of the classification rate
Next 12 months 65% of the classification rate
Next 12 months 72% of the classification rate
Next 12 months 76% of the classification rate
Next 12 months 84% of the classification rate
Next 12 months 92% of the classification rate
Next 12 months 96% of the classification rate
After 84 months 100% of the classification rate

- h) All employees newly hired into “Maintenance & Construction” job classes of Cleaner, Cleaning Machine Operator, Cleaner-Shifter, Janitor and Laborer on or after September 1, 2002 are subject to the following 84-month progression:

First 12 months 60% of the classification rate
Next 12 months 65% of the classification rate
Next 12 months 70% of the classification rate
Next 12 months 75% of the classification rate
Next 12 months 80% of the classification rate
Next 12 months 85% of the classification rate
Next 12 months 90% of the classification rate
After 84 months 100% of the classification rate

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%
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. Four (4) 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. Two (2) percent 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" trick, in which the majority of the work hours fall between midnight and 8:00 a.m., shall be paid four (4) cents per hour for all work performed on such tricks.

(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 snow plows 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 Divi-

sions assigned, during snow emergency, to operate snow plows 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.
 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 thlead-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.
 - 1. 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.

- (1) 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 and Deferred Compensation

- (a) A flexible spending account as provided by the IRS code will be established as soon as practicable to provide reimbursement to participating employees for dependent care expenses. 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.

OPERATING EMPLOYEES

Section 29 - Direct Deposit/ Debit Card

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 the Authority's payroll. In either case, the employee shall receive a weekly non-negotiable payroll facsimile check indicating earnings, deductions, etc. for the pay period. Employees shall be able to access their debit card funds without fee through the ATMs of the financial institution handling the Authority's payroll and at retail point of sales terminals. Employees shall furnish the Authority with a written authorization (in such form as the Authority may require) and provide such information as may be requested by the Authority in order to process an employees weekly payroll earnings to either a direct deposit or a debit account.

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 opportu-

nity 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 assign-

- ment(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 forgoing, 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 at least three (3) picks per year and such picks shall be held in the months of September, December and June. Any pick will be posted 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 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 indi-

vidual'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) 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) hour's 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 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 "as directed (X-block)" assignments.

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. Return to duty from a medical leave of absence, pro-

vided that when medically Appropriate employees receiving workers' compensation may be required to commence refresher training prior to being medically certified for return to duty.

2. Training in connection with the elimination of runs and the application of Subsection 32(b); and
 3. Initial training in connection with bumping or transferring into a classification for which the employee is not currently qualified.
- (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 days 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 week day 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 totalling 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) hour's 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 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) ABus 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 “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 (pro-

vided 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, turn-in 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 late-ins 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 half-time 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 one (1) hour. 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) hour's 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 - Eight Hours Daily Rest

Operators shall be given an opportunity to have not less than eight (8) hours continuous rest once in each twenty-four (24) consecutive hours.

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

- (a) 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 non-operating employees refer to "fitness and ability" the provision shall include the statement "In determining an employees' 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) hour daily and forty (40) hour 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 non-operating district, each of eight and one-half (8 1/2) hours including a one-half (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 work-week 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 four (4) times each year to be effective for the payroll periods including April 15, July 15, October 15 and January 15 of each year.
 - (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.

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
 5. Clerk Typist
- (b) Classification seniority shall govern in picking locations or tricks, reduction in force and vacation picks. For example, in a reduction in force, the employee having the least clas-

sification 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 tricks of eight (8) consecutive hours per day for five (5) consecutive days per week.
3. A relief or Utility Clerk shall work the same trick 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) hour daily and forty (40) hour 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 work-

day 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' tricks 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 tricks 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 tricks, express its approval or offer changes in said schedule of tricks, and if no agreement is reached within two (2) days' conference, the proposed schedule of tricks 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 tricks shall be posted for at least seven (7) days before going into effect.
3. When a trick 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 trick 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 trick 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 trick may not be changed except upon thirty (30) days' notice. In the event of any such change the trick must be advertised for bid. Any such change shall entitle the holder of the trick to a bumpdown.

(b) Storeroom Clerks, Garage Clerks and Shop Clerks.

1. Classification seniority shall govern in picking tricks. 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, 2004, 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, 2004 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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the _____ day of _____ 2007.

Washington Metropolitan Area Transit Authority:

John B. Catoe, Jr. (Date)
General Manger

Andrea H. Burnside (Date)
Assistant General Manager
Department of Human Capital

Automotive Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers Allied Workers and Public Transportation Employees Local Union No. 922, I.B.T.:

Ferline Buie (Date)
President

Aaron E. Sawyer (Date)
Secretary-Treasurer

APPENDIX A

WMATA/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 - Definitions

- (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 part-time bus operators shall be credited for their part-time employment after July 1, 1983, pro-rated 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) Each employee as defined in Section 3(c) shall contribute to the Fund in the hands of the Custodian two (2) percent of total compensation for each and every week of his employment from and after completion of the appropriate probationary period, commencing with the first month after completion of this probationary period.

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.

Effective on September 1, 1996, subsection 6(a) shall be deleted and contributions to the Fund shall be determined as follows: 1) For the remainder of calendar year 1996 from September 1, 1996 to December 31, 1996, the Authority shall contribute the normal cost of the plan, as a percentage of covered payroll, based upon the actuarial valuation produced as of January 1, 1996. 2) 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 em-

ployee 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 nine-tenths 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 non-occupational 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 non-operating 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-hun-

dred (\$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, dis-

tributions 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 al-

lowance 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 Aem-

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 1/2%
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

**SUPPLEMENTAL
AGREEMENT
(New Service Agreement)**

between

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

and

LOCAL UNION 922

of the

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

Effective from November 1, 2004

through

October 31, 2008

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SUPPLEMENTAL AGREEMENT

By Supplement Agreement and between the Washington Metropolitan Area Transit Authority, its successors, and assigns, (hereinafter the "Authority") and Automotive Local Union 922, an affiliate of the International Brotherhood of Teamsters (hereinafter the "Union"), WITNESSETH:

That in the operation of "new service" obtained by the Authority, both parties agree hereto as follows:

PART ONE GENERAL TERMS

Section 1 - Purpose and Scope of New Service Agreement (NSA)

- (a) The purpose of this Supplemental Agreement (hereinafter "New Service Agreement," "NSA" or "Supplemental Agreement") is to establish the terms and conditions of employment which shall be applicable to bus operators operating out of the Authority's Prince George's County Division at Landover), who are engaged in "new service" operations as that term is defined herein and in lieu of those which are applicable to regular bus operators under the basic collective bargaining agreement (hereinafter the "CBA") between the parties. Except as otherwise provided herein, the scope of the Supplemental Agreement shall be limited to the Bus Operator Classification and function. The term "new service" as used herein shall be defined as that service which immediately prior to its assumption by the Authority as new service was not then being performed by the Authority at its Prince George's Division at Landover or directly by a Compact jurisdiction. New service would include service that a Compact jurisdiction presently subcon-

tracts and service yet to be initiated. Through the Supplemental Agreement the parties shall endeavor 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 new service operations entrusted to the Authority.

- (b) The scope of the Supplemental Agreement shall be confined to new service which is bid or commenced by the Authority on or before October 31, 2004; provided however, that if a new service opportunity to which the Supplemental Agreement is applied extends beyond that date, the parties will reopen the agreement in accordance with Section 42 with respect to the wage rates, health and welfare benefits, sick leave and operator work rules applicable to that extended period. All other terms of the Supplemental Agreement as provided by this Agreement shall apply to the extended period unless otherwise specifically modified by mutual agreement of the parties. It is understood and agreed that the redetermination of the terms subject to reopening as provided for above, shall be accomplished pursuant to a specific provision, which preauthorizes the President-Business agent of Local 922 to exercise his discretion in making said adjustments without subsequent ratification by the general membership.
- (c) In the event that the Authority assumes operation subject to the Supplemental Agreement of existing service operated by another entity, its application with respect to wage rates, health and welfare benefits, pension, paid leave (holidays, vacation, sick leave, bereavement, court appearance) and uniforms, may not result in the payment of total wages and benefits to an individual bus operator who was performing the service at the time of the Authority's takeover and who is employed to work by the Authority on that

same service, that is lower than the combined total wages and benefits paid to such operator immediately prior to the commencement of such new service by the Authority.

- (d) Once an operation is commenced under the Supplemental Agreement, it shall continue to be covered thereby until:
 1. the new service is formally included by official action of the WMATA Board of Directors into the Regional bus route structure subject to the then existing subsidy formula; or
 2. the Authority's contract to operate the service is terminated or expires by its terms; or
 3. the demonstration period for a project initiated as a new service operation expires; or
 4. external financial support for service initiated as a new service operation is withdrawn.
- (e) In the event operations initiated as new service, or parts thereof, are incorporated as part of the subsidized Regional bus route structure by official action of the WMATA Board of Directors, that work shall be covered under and biddable in accordance with the terms and conditions of the CBA as of the next scheduled pick.
- (f) The terms of the Supplemental Agreement shall not set a precedent or otherwise be used to prejudice the bargaining positions of either party in future negotiations over work performed within the scope of the CBA.
- (g) If the Authority's assumption of a new service operation encompasses Maintenance, Division Clerk, or Clerical and Administrative functions, the provisions of the CBA shall apply thereto except as otherwise provided in Section 24 (b) of this Agreement with respect to the position of Utility Depot Clerk.
- (h) Both the Union and the Authority agree that they will not discriminate against any employee or applicant for employ-

ment because of race, color, age, religion, sex or national origin in any manner including transfer, layoff, termination, rate of pay or other forms of compensation or benefits.

Section 2 - Recognition of Union

Refer to the Collective Bargaining Agreement, Section 2.

Section 3 - Union Shop and Drive

Refer to the Collective Bargaining Agreement, Section 3.

Section 4 - Grievance Procedure

Refer to the Collective Bargaining Agreement, Section 4.

Section 5 - Arbitration of Grievances

Refer to the Collective Bargaining Agreement, Section 5.

Section 6 - Arbitration of Future Contracts

Refer to the Collective Bargaining Agreement, Section 6.

Section 7 - No Strike-No Lockout

Refer to the Collective Bargaining Agreement, Section 7.

Section 8 - Probationary Period

Refer to the Collective Bargaining Agreement, Section 8.

Section 9 - Seniority

- (a) Seniority shall be accrued by operators engaged in operations covered by the NSA from the date of initial hire with the Authority. Operators engaged in such service shall accrue seniority in the New Service seniority district. For the purposes of NSA run picks, vacations and overtime assignments, NSA operators may exercise only their New Service seniority and then only against other NSA employees in the

same job classification within the new service division to which they are assigned.

- (b) When exercising their seniority for layoff or recall, or filling full-time vacant positions covered by the CBA or NSA, operators engaged in new service shall compete against all other full-time or part-time bargaining unit employees on the basis of seniority measured from their initial date of hire with the Authority.
- (c) Full-time and part-time operators covered by the CBA may convert to NSA status by submitting a letter to their superintendent no later than May 1 for conversion effective with the regular CBA system pick effective in June of each year. It is understood that such operators will participate in the NSA work selection to be conducted in connection with the June work selection. Operators selecting new service assignments will be considered as performing work pursuant to the Supplemental Agreement and will be covered by its terms and conditions. Employees converting from the CBA to a NSA position shall not be permitted to return to the CBA for a minimum period of one year and thereafter may submit a request for conversion to CBA status as outlined in paragraph (d), below.
- (d) NSA operators may convert to part-time CBA status by submitting a letter to their superintendent no later than May 1 for conversion effective with the regular CBA system pick effective in June of each year. The number of NSA operators permitted to convert to CBA part-time status shall be restricted to the number of part-time positions offered subsequent to the conclusion of the June work selection for CBA part-time operators. Selection of NSA operators for the part-time positions offered shall be on the basis of seniority measured from an employee's initial date of hire with the Authority from among those op-

erators who timely submitted request for conversion to part-time CBA status. Employees converting from the NSA to a CBA position shall not be permitted to return to the NSA for a minimum period of one year and thereafter may submit a request for conversion to NSA status as outlined in Section 9(c) above. For wage progression purposes under the CBA, employees who transfer to a part-time CBA position, pursuant to this provision, or a full-time CBA position pursuant to Section 9(b) of this Agreement, shall be credited with service from their date of hire by the Authority.

- (e) New NSA work shall be advertised for bid to both CBA and NSA employees.
- (f) Employees who were or will hereafter be promoted or transferred to any position not included in the bargaining unit, shall have their seniority frozen on the date of promotion or transfer except that employees may continue to accumulate seniority in the district from which the employee was promoted or transferred for as long as the employee continues to pay required dues and assessments to the Union. If said employee should no longer qualify for such position or if such position is abolished, the employee shall be transferred back to the employee's former classification with accumulated seniority, unless the employee is dismissed from the service of the Authority for a cause which would have justified the employee's dismissal from the employee's former classification as an hourly-rated employee. Disputes arising out of the application of this section shall be handled through the grievance machinery as provided herein and shall be limited to the question of such employee's rights as specified in this Agreement with respect to the employee's former classification only, it being understood that such an employee's claim of rights to that super-

visory position as such is not covered by the grievance machinery in this Agreement.

Section 10 - Subcontracting

Refer to the Collective Bargaining Agreement, Section 10.

Section 11 - Employees Serving as Union Officers

Refer to the Collective Bargaining Agreement, Section 11.

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

Refer to the Collective Bargaining Agreement, Section 12.

Section 13 - Payment for Lost Time

Refer to the Collective Bargaining Agreement, Section 13.

Section 14 - Free Transportation

Refer to the Collective Bargaining Agreement, Section 14.

Section 15 - Vacations

- (a) One (1) week's vacation with pay will be granted to new service operators of one (1) year or more and less than two (2) years of continuous service. Two (2) weeks vacation with pay will be granted to NSA operators with two (2) or more years of continuous service. Vacation entitlement is capped at two (2) weeks.
- (b) 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 on which 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 vaca-

tion 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 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 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).

- (c) One (1) week's vacation pay for operators engaged in new service operations shall be calculated on the basis of their regularly scheduled assignment at the time the vacation is taken, provided that new service extra board operators and part-time operators shall receive vacation pay based on the average number of weekly (or daily) pay hours received during the preceding four complete work weeks.
- (d) 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, however those employees who elect to receive direct deposit of their paychecks will not be permitted to request advances on vacations. 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.

- (e) Operators engaged in new service operations 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.
- (f) 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.

- (g) 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.
- (h) 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 since the previous July 1 as of the time his active service terminates, 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.
- (i) 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 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 sixty (60) days during the calendar period he was on the payroll since the previous July 1 bears to twelve (12) months, au-

thenticated 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.

- (j) 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.
- (k) 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.
- (l) In each internal new service division vacations shall be picked within job classification according to district seniority within the New Service Seniority District. Employees who, during the vacation year, shall become entitled to receive a vacation, or a longer vacation than they would be entitled to pick on the basis of years of continuous service at the time of the pick, shall be entitled to pick, at the time of the pick, the week of vacation or additional week of vacation to be taken subsequent to the anniversary date of their 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 and single day use), 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 Author-

ity'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.

- (m) Vacation picks shall be posted at each Division, and will show each employee's name, badge number, seniority date and the vacation dates selected.
- (n) In the event an employee fails to exercise his or her right to select vacation within seventy-two (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 seventy-two (72) hour point the management shall assume the full responsibility for vacation selection procedures.

Section 16 - Sick Leave

- (a) Operators engaged in new service operations who are in the active service of the Authority and who have had one (1) year but less than two (2) years of continuous service with the Authority will be allowed sick leave of four (4) days on an annual basis. Eight (8) days of sick leave will be allowed on an annual basis to those operators who have had two (2) or more years of continuous service with the Authority. Daily sick-leave pay for new service 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 the sick leave days earned 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 (3rd) day of illness if that is a scheduled workday.

All employees shall receive payment for sick leave beginning with the first day of illness if that is a scheduled work day if (1) they are ill for fourteen (14) consecutive days; or (2) they are hospitalized during their illness; or (3) they have five years of continuous service and have twelve (12) days of sick leave in the bank. 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.

- (b) 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 an average 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- Employers 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/she has exhausted a waiting period, the day on which the employee 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.

- (c) 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 the 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 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 the employee's control he/she was unable to report on time or to have someone report for the employee on time and that report was made as soon thereafter as possible, then such proof will be used to establish the work day on which payment for sick leave will begin.
- (d) Written application for paid sick leave must be made by the employee upon reporting for return to work on a form provided by the Authority. When required pursuant to Subsection 16(b) of the CBA such application shall 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/her injury or illness, stating the nature of the illness or injury, the beginning and ending dates the employee was under medical care and the date when the physician considers the employee able to resume normal duties. The attending physician must be a 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.

- (e) 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 or she may designate; provided, however, that no employee at any time will lose any pay because a physician is not available, whether the illness or injury is of one (1) day's duration or more.
- (f) 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 ap-

proved 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.

- (g) Any unused accumulation of paid sick leave will be canceled 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.
- (h) 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.
- (i) 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.
- (j) 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.

- (k) In the event an 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 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.
- (l) The Authority shall grant to employees up to six (6) months of maternity leave following the date of childbirth. Employees may use available vacation and/or sick leave (if absence is for medical reasons).
- (m) Employees shall be permitted to use up to 2 days of paid sick leave per calendar year for absence caused by illness or injury of dependent children or spouse.
- (n) 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

Operators engaged in new service operations who have had one (1) year of continuous service with the Authority shall be eligible to participate in the retirement and disability benefits provided by the AWMATA/Local 922 Retirement Plan A which is set forth in full as Appendix A of the CBA and made a part hereof. Upon qualifying for participation in that plan, service for determining the employee's pension benefits will be calculated from the date of hire in accordance with the terms of the Plan.

Section 18 - Health and Welfare

During the period the employee is subject to the Supplemental Agreement, the Authority shall contribute to the 922/Employers Health Trust a monthly contribution equal to fifty percent (50%) of the rate specified under Section 18 of the CBA. Employees covered by the NSA will be required to contribute the difference between the cost of coverage imposed by the 922/Employers Health Trust and portion of the cost of coverage that is funded by the Authority contribution pursuant to this Section 18.

Section 19 - Holidays

Refer to the Collective Bargaining Agreement, Section 19.

Section 20 - Bereavement Leave

Refer to the Collective Bargaining Agreement, Section 20.

Section 21 - Uniforms, Work Clothes and Tools

Refer to the Collective Bargaining Agreement, Section 21.

Section 22 - Work on Day Off

Not applicable to NSA employees.

Section 23 - Wages and Direct Deposit

- (a) The Wage Rate for Bus Operators engaged in new service operations shall be as follows.
- (1) The base rates in effect from October 31, 2004 through December 31, 2006 shall be as specified under the terms of the Memorandum of Understanding dated January 6, 2005.
 - (2) Effective as of the following dates, the Operator Rate in effect on December 31, 2006 shall be increased as follows:
 2. 0% effective January 1, 2007

1. 0% effective July 1, 2007
 2. 0% effective January 1, 2008
 1. 0% effective July 1, 2008
- (3) Effective as of September 1, 2002, all Bus Operators engaged in new service operations shall be subject to the following 36-month progression:
- First 12 months 60% of the classification rate for Operators hired after September 1, 2002 under the CBA
 - Next 12 months 65% of the classification rate for Operators hired after September 1, 2002 under the CBA
 - After 24 months 70% of the classification rate for Operators hired after September 1, 2002 under the CBA
- (b) Refer to the parties' Letter of Understanding concerning Direct Deposit, dated January 31, 2001.

Section 24 - Pay Differentials

Instruction — 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.

Section 25 - Records to be Furnished

Refer to the Collective Bargaining Agreement, Section 25.

Section 26 - Educational Assistance

Not applicable to NSA employees.

Section 27 - Americans with Disabilities Act and Non-Discrimination

- (a) Refer to the Collective Bargaining Agreement, Section 27.

(b) Non-Discrimination

1. The parties will not discriminate against any employee of the Authority because of race, age, color, religion, sex or national origin or status as a qualified individual with a disability, in any manner including upgrading, demotion, transfer, layoff, termination, rate of pay or other forms of compensation or benefits.
2. Should it become necessary to amend this Agreement to comply with legal requirements of Title I of the Americans with Disabilities Act, the parties agree to promptly negotiate such changes.

Section 28 - Flexible Spending Account and Deferred Compensation

Not applicable to NSA employees.

PART TWO

OPERATING PERSONNEL

Section 29 - New Service Seniority District

- (a) There shall be a New Service Bus Operators Seniority District composed of all Bus Operators engaged in new service operations.
- (b) The Authority may establish one or more New Service internal divisions at its Prince George's Division at Landover which shall be grouped under the New Service Bus Operators seniority district:

In each new service internal division the Authority may maintain an extra board at its discretion. If the Authority elects to establish an extra board, it may be comprised of only new service operators or it may be split between New Service Operators covered by the Supplemental Agreement and operators who are covered by the terms of the CBA. In assigning work from a split extra board, preference shall be given to New Service operators for available New Service work.
- (c) In provisions of Part Two of this Agreement, the term "division" shall refer to the new service internal division categories referenced above.

Section 30 - Schedules

- (a) 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 and the extent of the discretion and control retained by the Authority over schedule changes.
- (b) 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 Schedule Department concerning proposed changes, the matter may be taken up with the Transportation Director 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 Schedule Department 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.

- (c) 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 except in those instances where the adjustments of the schedule are not within the discretion and control afforded to the Authority by the jurisdiction or entity on whose behalf the Authority operates that service. 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.

Section 31- Work Selection

- (a) In addition to Internal Division picks for work covered by the Supplemental Agreement and the rules governing the rights to bump into other divisions (e.g., work curtailment, vacancies, return to duty) provided elsewhere in this agreement, there shall be at least three (3) picks per year and they shall be held in the months of September, January and June. 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 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.
- (b) 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 (c) of this Section.

The Authority will, immediately prior to each regular or special pick, provide and post at each 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 in each 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.

- (c) 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 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 that employee without written application.
- (d) In case any employee is off indefinitely over thirty (30) calendar 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 (10) days of absence, the employee's run will be given out for a hold-down for the next twenty (20) of absence.
 3. If after this period of time, thirty (30) days, the em-

employee has not returned to normal duties, the 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 system.

4. Upon returning to duty after a period of thirty (30) 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) days has elapsed and providing the employee's run has been advertised to the New Service internal division in which the vacancy occurs, the returning employee will be required to bump-in to the new service internal division to which they were assigned in accordance with seniority.

It is further understood that in either case during the interim period between the starting and completion date of the bumpdown the employee will be assigned to the extra board or to an open run in accordance with seniority at the division.

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.
- (e) Subject to other provisions in this contract, extra board employees 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 in each Internal Division covered by the Supplemental Agreement at the time of each regular pick of runs, in accordance with their seniority in the New Service operating seniority district in such Division so that the operator having the greatest seniority shall have the first pick of a regular run. There shall be at least three (3) picks per year and such picks shall be held in the months of September, January and June. Any pick will be posted 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 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 in the Internal Division 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 op-

erator 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) of the CBA. 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 in the Internal 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 bumpdown procedures.

It is agreed that the right to pick the extra board shall be subject to the right of the Authority to adjust the extra board in each Internal Division for the purpose of maintaining in each Division the same proportion of extra operators to schedule requirements.

Section 33 - Schedule Rules

- (a) For all New Service operators, any straight assignment

constructed shall contain an unpaid meal relief of not less than twenty (20) minutes and not more than thirty (30) minutes, provided that no portion of such assignment containing more than five and three-quarters (5-3/4) hours continuous platform time (actual work time) will be scheduled with no meal relief.

- (b) A regularly assigned New Service run shall not be required to provide a minimum amount of paid time. A New Service operator shall be guaranteed the pay hours included in the employee's work schedule for the duration of the pick period. Unless otherwise specifically provided for in this Agreement, employees covered by this Agreement shall not be eligible for time or pay guarantees or for penalty pay provisions. If service demands dictate changes in existing schedules in the judgment of the Authority or an entity on whose behalf it operates the new service, the Authority may initiate a division pick to accommodate the new schedule.
- (c) New Service schedules are not subject to any coupling requirements, however, the Authority shall make a good faith effort to maximize the length of the workweek for all operators engaged in New Service operations.
- (d) If New Service operators have reported for and begun their runs, they shall be paid full time for those runs even if they are not completed; provided, the failure to complete the runs as scheduled is due to causes for which they are in no way responsible; and provided, work on the same day giving equal or greater pay has not been offered to them within hours approximating those lost.
- (e) If, on account of delays to traffic, a scheduled unpaid meal is interfered with, every reasonable effort will be made to provide suitable time for a meal on subsequent trips; provided, that no portion of a run containing five and three-

quarters (5:) hours' continuous platform time will be scheduled without an unpaid meal relief.

- (f) No regular New Service operator shall be ordered to perform extra duty at any time when there is a New Service extra operator available.

Section 34 - Assigned Days Off

All operators in new service operations shall have two (2) days off in seven (7) as their assigned days off, which, if practical based on economic consideration, shall be consecutive.

When employees change assignments through which they may gain or lose a day, this provision will not prevail. It is understood that 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.

Section 35 - Travel Time

Travel time will not be paid to operators engaged in new service operations, except in those instances where an operator must travel in order to begin and end their work day at the same location.

In all cases, the employees will begin and end their day's work at the same location designated as their reporting location. At the discretion of the Authority, unpaid shuttle service will be provided during swing periods if scheduling permits.

Any travel time provided hereunder will be computed on the basis of scheduled running time by surface transportation by the most direct route, between the two points.

Section 36 - Overtime

Overtime at the rate of time and one-half shall be paid:

- (a) For all platform time plus report time and travel time as defined in Section 34 of the CBA above, 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 time, plus report time, and travel time performed by employees on their regular assigned days off subject to all the provisions of paragraph (a), above.
- (c) Where a swing run has scheduled platform time plus report 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.

Section 37 - Extra Work

- (a) All employees 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 provided that no report shall pay less than one (1) hour. Employees who are assigned extra or protective duty shall remain extra until they catch, and complete a run or are released from duty, and shall be paid straight through from the time they report until they begin their runs in addition to pay for the run and all other work performed. The first extra operator on the board shall be the first to be released from duty.
- (b) All extra employees shall be guaranteed a minimum of thirty (30) hours' pay per week, at their regular rates of pay, provided such employees make and complete all reports required of them subject to legal restriction. Any employee missing, or absent on account of illness, leave of absence, or under suspension, shall forfeit for each day on which the employee misses or is absent, one (1) day's proportion of said weekly guarantee.

Section 38 - 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 employees 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 39 - Eight Hours' Daily Rest

Refer to the Collective Bargaining Agreement, Section 40.

Section 40 - Rest Room Facilities

Refer to the Collective Bargaining Agreement, Section 41.

Section 41 - Report and Turn-in Pay

All New Service Bus Operators shall receive a ten (10) minute report time allowance at the beginning of their runs or trippers or scheduled work assignment.

Section 42 - Term of Agreement

This Agreement is to continue in effect through October 31, 2004, unless prior to its expiration the SUPPLEMENTAL AGREEMENT is applied by the Authority to a contract for new service which extends beyond that date. Either of the parties hereto by written notice prior to October 31, 2004, may request a change in those terms which are subject to reopening under Section 1(b) for the period of the Authority's contract for new service which extends beyond the termination date of this agreement. In the event the parties cannot reach agreement upon proposed changes or modifications to the matters subject to reopening under Section 1 (b), then those matters shall be arbitrated as provided for in the Section 6 of the SUPPLEMENTAL AGREEMENT dealing with the arbitration of future contracts.

Executed this _____ day of _____ 2007.

Washington Metropolitan Area Transit Authority:

John B. Catoe, Jr. (Date)
General Manger

Andrea H. Burnside (Date)
Assistant General Manager
Department of Human Capital

Automotive Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers Allied Workers and Public Transportation Employees Local Union No. 922, I.B.T.:

Ferline Buie (Date)
President

Aaron E. Sawyer (Date)
Secretary-Treasurer

APPENDIX C

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.

	FLEET SERVICER	CERTIFIED MECHANIC
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 (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 certifica-

tions, 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, 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 Sec-

- tion 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 Re-certification 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.

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	Fleet Servicer B	95%	
Mechanic Helper B (Bus Maintenance)	3869	92.5%	0	Fleet Servicer C	90%.	
Mechanic Helper C (Bus Maintenance)	3870	90%	3	Fleet Servicer 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, fork lift 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	Garage Mechanic A	104%	
Mechanic B (Bus Maintenance)	3883	102.5%	16	Garage Mechanic B	102.5%	
				Garage Mechanic C	100%	
				Garage Mechanic 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
• High School or Equivalency Certificate	X	X	X	X	X
• Work Experience	X	X	X	X	X
• Mechanical Aptitude Test	X	X	X	X	X
• SRA Type Reading	X	X	X	X	X
• ASE Certification:	D	C	B	A	AA

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.

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	X
Four (4) certifications in one field (Medium/Heavy Truck or School Bus) Gasoline Engines (T1) not acceptable.				X	X
Master Technician Certified in Medium/Heavy Truck or School Bus, Gasoline Engines (T1) not acceptable.					X
• WMATA Certification:					
• All Fleet Servicer Job Classification Certifications		X	X	X	X
• Hydraulic					X
• CFC Refrigerant Recovery					X
• Welder					X

All Mechanics must maintain obtained certifications through the once every five year re-certification 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 Certification
 - 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

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