

**AGREEMENT**  
**BETWEEN**  
**WASHINGTON METROPOLITAN**  
**AREA TRANSIT AUTHORITY**  
**AND**  
**FRATERNAL ORDER OF POLICE/**  
**METRO TRANSIT POLICE**  
**LABOR COMMITTEE, INC.**



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

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



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

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

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

**And**

**FRATERNAL ORDER OF POLICE/METRO TRANSIT POLICE**

**LABOR COMMITTEE, INC.**

**October 1, 2024, through September 30, 2029**

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

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## **PREAMBLE**

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

## **ARTICLE 1 - RECOGNITION AND UNIT**

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

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

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

## **ARTICLE 2 - UNION SECURITY**

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

## **ARTICLE 3 - CHECKOFF OF DUES**

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

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

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

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

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

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

## **ARTICLE 4 - PROBATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 6 - FILLING OF VACANCIES**

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

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

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

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

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

## **ARTICLE 7 - NON-DISCRIMINATION**

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

## **ARTICLE 8 - UNION REPRESENTATIVES AND UNION ACTIVITY**

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

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

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

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

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

#### Section 4. Union Functions and Leave Bank

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



## **ARTICLE 9 - GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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



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

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

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

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

Step 1: MTPD shall file a written grievance with the Chairman of the Labor Committee within fourteen (14) days after MTPD is notified of the Union action giving rise to the grievance. The grievance shall contain a brief statement of facts describing the complaint, a statement of the provisions of this Agreement alleged to be violated, and a statement of the relief requested. The parties shall meet within fourteen (14) days to discuss the grievance. The Chairman of the Labor Committee shall give a written response to MTPD within seven (7) days after the discussion.

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

## **ARTICLE 10 - ARBITRATION**

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

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

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

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

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

## ARTICLE 11 - DISCIPLINE

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

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

Section 2. The grounds for discipline include:

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

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

## **ARTICLE 12 - ALLEGATIONS AND INVESTIGATIONS**

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

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

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

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

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

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

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

### **ARTICLE 13 - CITIZEN COMPLAINT PROCEDURE**

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

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

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

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

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

### **ARTICLE 14 - MANAGEMENT FUNCTIONS**

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

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

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

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

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

## **ARTICLE 15 - NO STRIKE, NO LOCKOUT**

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

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

## **ARTICLE 16 - NOTICES AND VISITS**

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

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

## **ARTICLE 17 - POLICE SERVICE FILES**

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

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

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

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



## **ARTICLE 18 - CHANGE IN EMPLOYMENT CONDITIONS**

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

## **ARTICLE 19 - SPECIAL CONFERENCES**

This Provision is Intentionally Left Blank.

## **ARTICLE 20 - SAFETY AND HEALTH**

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

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

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

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

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

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



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

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

## **ARTICLE 21 - TRAINING ASSIGNMENTS**

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

## **ARTICLE 22 - CHAIN OF COMMAND**

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

## **ARTICLE 23 - HOURS OF WORK**

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

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

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

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

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

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

## **ARTICLE 24 - OVERTIME**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 25 - ANNUAL LEAVE**

Section 1. Annual Leave.

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

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

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

## **ARTICLE 26 - SICK LEAVE**

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

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

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

## **ARTICLE 27 - LEAVE WITHOUT PAY**

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

## **ARTICLE 28 - OTHER LEAVE**

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

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

Section 3. Use of leave for birth or adoption.

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

## **ARTICLE 29 – WORKERS’ COMPENSATION**

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

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

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

## **ARTICLE 30 – HOLIDAYS**

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

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



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

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

Holiday Pay:

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

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

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

Holiday Premium Pay:

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

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

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

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



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

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

## **ARTICLE 31 - UNIFORMS**

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

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

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

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

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

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

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

## ARTICLE 32 - HEALTH, WELFARE AND LIFE INSURANCE

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

### *Annual Deductible and Out of Pocket Maximums*

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

### *Medical and Surgical Services*

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

### *Hospital Services (Semi-private room)*

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

*Mental Health Care*

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

*Substance Abuse*

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

*Prescription Drug*

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

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

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

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

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

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

(a) Periodontia coverage shall be included in the Plan.

(b) Orthodontia coverage shall be provided as follows:

1. Children only (for purposes of orthodontia coverage, the term "children" shall mean the same as dependent children under the basic health & welfare policies); and,
2. \$1,000.00 Lifetime cap per dependent child.

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

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

## **ARTICLE 32A - HEALTH OVERSIGHT COMMITTEE**

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

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

discussions in the Authority caucus.

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

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

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

### **ARTICLE 33 - LIABILITY INSURANCE**

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

### **ARTICLE 34 - RETIREMENT**

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

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

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

### **ARTICLE 35 - TUITION REIMBURSEMENT**

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

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



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

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

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

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

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

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

## **ARTICLE 36 - WAGES AND PREMIUM PAY**

### Section 1. Wages

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

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

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

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

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

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

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

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

Section 4. This Section has been intentionally left blank.



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

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

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

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

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

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

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

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

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

## **ARTICLE 37 - MISCELLANEOUS**

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

Section 2. Roll call. If any employee is not present when the roll call begins, that employee is considered late and is subject to discipline without recourse to the grievance procedure.

In the event that this procedure does not correct tardiness, MTPD may institute a time clock procedure. Employees may be excused for tardiness. In the event a request to be excused is denied by a supervisor, such denial is subject to review by the Chief or his designee upon the written request of the employee.

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

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

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

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

## **ARTICLE 38 - FINALITY AND SEPARABILITY**

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

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

### ARTICLE 39 - DURATION OF AGREEMENT

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

IN WITNESS WHEREOF, this document has been executed this \_\_\_\_ day of \_\_\_\_ 2025.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

  
\_\_\_\_\_  
Randy Clarke  
General Manager & CEO

09/29/25  
Date

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

9/29/25  
Date

  
\_\_\_\_\_  
Michael Anzallo  
Chief, Metro Transit Police

9/29/2025  
Date

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

09/29/2025  
Date

## APPENDIX A - CHECKOFF OF DUES

### CHECKOFF AUTHORIZATION AND ASSIGNMENT

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

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

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

Signature

Social Security Number

Date

Address

City

State

Zip Code

Employer

(Original to Employer; copy to Local Union)

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

**APPENDIX B**  
**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**  
**TRANSIT POLICE RETIREMENT PLAN**

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

**ARTICLE 1**  
**NAME, EFFECTIVE DATE AND PURPOSE**

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

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

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

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

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

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

## ARTICLE 2 DEFINITIONS

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

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

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

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

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

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

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

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

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

2.09 "Board of Directors" shall mean the Board of Directors of the Authority.

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 PARTICIPATION IN THE PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 4 NORMAL RETIREMENT PENSION

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

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

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

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

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

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

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

#### 4.04 Optional Methods of Payment.

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

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

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

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

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

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

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

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



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

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

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

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

#### 4.05 Minimum Distribution Requirement.

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

##### (a) Time and Manner of Distribution

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

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



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

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

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

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

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

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

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

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

(b) Determination of Amount to be Distributed Each Year

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.06 Deferred Retirement Option Program

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

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

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

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

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

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

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

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

(e) Credit to DROP Account.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

#### 4.07 Required Notices to Participants.

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

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

ARTICLE 5  
DISABILITY RETIREMENT PENSION

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

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

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

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

5.02 Amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 6 EARLY RETIREMENT PENSION

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

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

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

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

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

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

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

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

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

## ARTICLE 7 VESTED PENSION

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

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

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

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



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

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

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

## ARTICLE 8 DEPENDENT PENSION

### 8.01 When Payable.

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

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

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

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



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

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

## ARTICLE 9 OTHER TERMINATION

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

## ARTICLE 10 LIMITATIONS ON BENEFITS

### 10.01 Maximum Benefit and Contributions

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

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

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

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

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

#### 10.02 Actuarial Adjustments Relating to Defined Benefit Dollar Limit

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

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

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

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

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

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

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

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

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

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

#### 10.03 Reduced Dollar Limit

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

#### 10.04 Other Reductions in Maximum Benefit and Contributions

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

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

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

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

#### 10.05 Miscellaneous

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

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

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

### ARTICLE 11 QUALIFIED MILITARY SERVICE

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

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

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

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

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

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

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



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

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

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

### ARTICLE 13 ELIGIBLE ROLLOVER DISTRIBUTION PRIVILEGES

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

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

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

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



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

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

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

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

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

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

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

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

ARTICLE 14  
MODIFICATION, AMENDMENT AND DISCONTINUANCE OF THE PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 15 ADMINISTRATION OF THE PLAN

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 16 GENERAL PROVISIONS

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

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

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

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

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



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

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

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

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

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

## ARTICLE 17 PLAN EXECUTION

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



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

## ARTICLE 18 HEART AMENDMENTS

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this document has been executed this \_\_\_\_ day of \_\_\_\_\_ 2025.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY



Randy Clarke  
General Manager & CEO

09/29/25  
Date



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

9/29/25  
Date



Michael Anzallo  
Chief, Metro Transit Police

9-29-25  
Date



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

09/29/25  
Date

## APPENDIX B1- Actuarially Equivalent Factors (Retirement)

### 1. Joint and Survivor Option

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

### 2. Life With 10 Year Period Certain Option

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

### 3. Life With 5 Year Period Certain Option

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

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

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

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

**Progression Between Steps**

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

**4.57% Increase Effective 10/1/2025**

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

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

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