

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

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

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

ARTICLE I – RECOGNITION

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

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

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

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

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

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

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

- (d) Full-time and part-time temporary appointments of 365 consecutive days or less shall not be covered by this agreement. Upon the 365th consecutive day, the temporary appointee shall be converted to regular appointment status or removed from the bargaining unit position. Extension, reappointment and/or termination /re-employment actions shall not cause a break in the 365 consecutive day time frame unless said break is a minimum of 90 consecutive days duration.
- (5) Whenever new job classifications are created, the Authority shall provide the Union with a copy of the job description of such classification prior to posting such position. The wage rate for such classification shall be determined by the procedure agreed upon by the parties in Article XII, Wages, Work Definition and Classification. Any dispute between the parties concerning the bargaining unit placement of a new job classification shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE II – UNION MEMBERSHIP

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

periodic dues required as a condition of retaining membership in the Union shall constitute membership in good standing in the Union.

- (6) By the fifteenth (15th) of each month, the Authority will provide the Union a list of Local 2 new hires from the previous month, with their date of hire, seniority date, job classification, grade, occupation code and wage rate.

ARTICLE III – DUES CHECKOFF

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

- (4) The Union agrees to indemnify the Authority against any loss or claim which may arise as a result of the Authority's compliance with this Article or Article II. In addition, the Union agrees to return to the Authority any erroneous or improper overpayment made to it.

ARTICLE IV – UNION ACTIVITY

- (1) Except as provided herein, Union activity shall not be conducted by the Union or by employees on the Authority's property or elsewhere on the working time of the employees participating. Authority employees, including shop stewards, may discuss Union activities or grievance matters during non-working time, on the Authority's premises but the Union may not hold meetings on the Authority's property unless the Authority has given prior permission for such meetings.
- (2) The Authority shall recognize a Chief Shop Steward, or his designee, and a reasonable number of Shop Stewards. The Union shall furnish the Authority with the names and functional responsibilities of each of the Union's designated Stewards. Changes to these assignments shall be provided by the Union to the Authority, in writing, at least two (2) work days prior to the change becoming effective.
- (3) Stewards shall be authorized to receive and investigate grievances. Such duties shall ordinarily be conducted during non-working time and may not interfere with the operations of the Authority. Such activities may be conducted during work time, in exceptional cases, where agreeable to the Authority but neither the Steward nor the employee shall depart their normal job assignment without informing their

immediate supervisor and disclosing the reason for such departure.

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

involves full-time employment. Such employee's seniority will be frozen upon the date of departure and shall be recaptured in accordance with the provisions set forth in Article VI Seniority, Section 4, effective the date of return, provided the employee notifies the Authority of any change in status, regarding departure from the employee's Union position, within two (2) weeks of the change. The notice shall contain a statement by the employee of his/her desire to return to work, to convert to another category of leave or to resign from the Authority. All fringe benefits for such employees shall be paid for by the Union but such employees will be permitted to participate in Authority-sponsored benefit plans, or Union-sponsored benefit plans, as mutually agreed between the parties.

- (7) The Authority agrees to establish "Local 2 leave" to be used by Local 2 shop stewards engaged in Local 2 business during work time. Shop stewards on Local 2 leave will be paid by the Authority at the regular pay rate and Local 2 will promptly reimburse the Authority. There will be no change in current procedures regarding engaging in union business during working time. Local 2 leave will not count as hours worked for purposes of calculating overtime entitlement.
- (8) The Authority will withhold political education fund contributions from the second paycheck each month provided that the employee voluntarily submits a withholding authorization and that at least five (5%) of Union-represented employees submit such authorizations.
- (9) Local 2 Officers or the Chief Steward will be permitted to use the WMATA e-mail system to send "mass mailings" subject to the same notification requirements and content restrictions under Article IV Section 4 and its accompanying

Letter of Understanding. The Union will limit the recipients of these “mass mailings” to WMATA Local 2 members, individual Local 2 officers, and the Office of Labor Relations. In addition, to incur “minimal additional expense”, these mass e-mailed notices will generally be posted so that they will be delivered during low-use off-hours, and at lowest priority. The Union also agrees to provide advance copy of these postings no later than 3PM of the business day prior to delivery. The Authority agrees that these postings shall not be unreasonably deleted or removed.

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

ARTICLE V – MANAGEMENT RIGHTS

The management of the Transit Authority and the direction of the workforce is vested solely and exclusively in WMATA and shall not in any way be abridged except by specific restrictions set forth in this Agreement. The Authority hereby retains the sole and exclusive control over any and all matters inherent in the operation, management and administration of the Transit Authority including, but not limited to; the determination of the location, relocation or termination of any or all of its operations or functions; the determination as to whether transit operations shall be undertaken, performed by Authority personnel or assigned to non-Authority personnel for performance; the direction, instruction and control of employees, including but not limited to; the determination of the number and qualifications of

employees to perform work including the physical qualifications; the maintenance of efficiency of employees; the assignment of work or overtime; the right to hire, layoff, reclassify, promote, demote, transfer, discipline, suspend or discharge employees in appropriate circumstances; the right to determine job content and to create new job classifications, consistent with the terms of the Agreement; the right to determine the hours of work, the work processes, methods, and procedures to be employed; and the right to make and enforce reasonable rules and regulations; all except as expressly and specifically limited by the terms of this Agreement.

ARTICLE VI – SENIORITY

- (1) (a) Bargaining unit seniority for employees entering the unit on or before October 1, 1986 shall be determined by the total length of continuous service with the Authority from the original date of hire by the Authority or employees acquired from NCTA, DCT, AB&W, WMA and/or WVM from date of hire at such organization, at the time of entry into the unit.
- (b) Employees entering the bargaining unit after October 1, 1986, shall commence to accrue seniority effective the first day of employment in a Local 2 represented unit position.
- (c) All service, full-time regular, part-time regular, full-time temporary, part-time temporary, shall be treated equally for calculation of seniority, except service which occurred during a limited duration temporary appointment period. Seniority shall be effective only for the purposes hereinafter specifically referenced in this Agreement. Seniority ties will be resolved through the use of Authority seniority and, if still tied, through the use of age (older is more senior).

- (2) The Authority shall prepare and maintain from existing personnel records an accurate seniority roster of all employees covered by this Agreement and shall furnish a copy of this list to the Union upon execution of this Agreement. Four times each year; January, April, July and October, the Authority shall furnish the Union with an updated seniority roster.
- (3) An employee shall lose all accumulated seniority for one or more of the following reasons:
 - (a) Voluntary resignation
 - (b) Discharge for just cause
- (4) Employees who are placed on layoff from the Authority shall continue to maintain accumulated bargaining unit seniority for a period of two (2) years from the date of layoff. If such employees return to employment in the bargaining unit, within two (2) years, they shall recapture their accumulated seniority.
- (5) Employees who accept WMATA positions outside the Local 2 bargaining unit shall continue to maintain accumulated bargaining unit seniority once they depart the bargaining unit. If such employees reenter the unit without leaving WMATA employment they shall recapture their accumulated seniority as of date of departure from the unit.
- (6) Employees who transfer from this unit to another bargaining unit or from another bargaining unit to this unit will be accorded the same seniority credit and accumulation as members of this unit are accorded upon entry into the other unit.

ARTICLE VII – PROMOTIONS AND TRANSFERS

- (1) When vacancies or new jobs occur in positions covered by this Agreement, notice of such vacancy shall be posted on bulletin boards for a period of at least ten (10) working days. Job postings shall include: job title, grade and a description of the duties, responsibilities, necessary skills required for the position and whether the vacancy will be carried as a regular or temporary appointment status. Employees interested in being considered for posted vacancies shall make an appropriate written application to the Office of Human Resources Management and Services (HRMS). HRMS will continue to accept applications for a period of five (5) working days following close of the posting from any employee who has been absent the entire posting period. Such late filed applications will be considered in the same manner as all other valid applications. The posting and competition requirements set forth in this article will not apply to positions filled through conversion of the senior temporary employee in the classification to regular status or to positions filled through reclassification promotions, reclassification transfers, or reclassification demotions.
- (2) When filling job vacancies covered by this Agreement, it shall be the intention of the Authority to provide a realistic preference to interested bargaining unit applicants before hiring from outside the Authority. HRMS will review all applications for an available position before awarding the job. The job shall be awarded to the most senior qualified applicant unless the Authority establishes by legitimate job related factors that there is a demonstrably superior alternative candidate to the most senior qualified candidate.

- (3) For purposes of this section, a promotion from outside of the bargaining unit means an appointment through the Authority's competitive recruitment and selection process where the midpoint of the salary range of the job to which the employee is entering is at least five percent (5%) greater than the midpoint of the job from which the employee is leaving. Any employee accepting a promotion under this procedure shall be advanced to the next appropriate pay grade which provides a minimum increase of five percent (5%) over the employee's current pay rate. The revised pay rate shall be effective with the first day of the first payroll period in which the employee is assigned to the duties in the new position. The employee's anniversary date shall be adjusted to coincide with the date of the promotion. For purposes of this section, "pay grade" and "pay rate" shall include the longevity increase, provided that the employee who is advanced to the longevity increase upon promotion shall not be eligible to receive an additional longevity increase in that grade.
- (4) Pay procedures for employees who are transferred, voluntarily or involuntarily, to the same or a lower graded job shall be as follows:
- TA Salary Schedule – the employee's new pay rate will be the step at the new grade closest to but no lower than the employee's current rate or the maximum rate for the new grade, whichever is less.
- TS Salary Schedule – the employee's new pay rate will be the employee's current pay rate or the maximum rate for the new grade, whichever is less.
- (5) Within five (5) working days of the award of a position, HRMS shall notify the Union of the name of the applicant

selected. Each candidate who applied for the position who was not selected shall be notified promptly, in writing, that the applicant was not selected. Upon request, a HRMS representative shall meet with any unsuccessful applicant to discuss the reasons for their non-selection and provide counseling as to how the employee may qualify for future promotions.

- (6) Temporary Job Assignments. The Authority shall have the discretion to select and appoint employees in an “acting” capacity to temporarily fill vacant positions. Acting appointments must be confirmed in writing or by email on or before the effective date of appointment. Employees duly appointed to an acting capacity in a higher level position for no less than ten (10) days shall be entitled to receive either the wage rate of the employee being replaced or the employee’s current wage plus five percent (5%), whichever is less, provided no employee shall receive a reduced wage by operation of this provision and provided that the wage rate will be no less than Step 1 of the Local 2 salary for that grade. The revised wage rate shall be retroactively effective to the first day on which the employee is assigned to the duties of the temporary job assignment. Acting appointments shall not normally exceed a period of six (6) consecutive months provided that appointments may be extended in appropriate cases for specific duration not to exceed an additional ninety (90) days.

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

- (7) Any employee accepting an appointment to an acting or regular position shall be provided up to thirty (30) working

days to demonstrate ability to perform the new work. If, in the sole discretion of the Authority, the employee does not perform satisfactorily during the qualifying period, the employee shall be returned to the position that the employee held immediately prior to the appointment. During the qualifying period, the employee, at his sole option, may elect to return to the position held prior to the appointment, without prejudice.

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

The Authority and an employee may extend this qualifying period to a total of ninety (90) working days by mutual written agreement; copies of this agreement shall be provided to Local 2, the Office of Employee and Labor Relations (LABR), and each affected office. During such extension, the Authority may return the employee to the prior position and the employee may elect to return to the prior position.

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

ARTICLE VIII – LAYOFFS AND RECALL

- (1) The Authority will meet with Local 2 at least sixty (60) days before the effective date of a reduction-in-force or

reorganization impacting Local 2 positions to provide details regarding the RIF or reorganization.

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

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

- (4) Any employee so laid off may displace another employee with the least seniority in the same or lower labor grade in

any bargaining unit classification, provided that the bumping employee has the qualifications to satisfactorily perform the job competently and efficiently and has greater seniority.

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

The seniority of part-time employees for displacement purposes shall be prorated based on their total hours in pay status, compared to full-time hours for their position (TA or TS).

- (5) Temporary employees shall have the same displacement rights as regular employees. A regular employee affected by a reduction in force will be permitted to displace a temporary employee. If a regular employee displaces a temporary employee, the regular employee will retain regular employee status.
- (6) In the process of bumping during layoff, the Authority and the Union agree where possible to minimize the number of moves so as not to impede the operation of the Authority. The parties agree that employees shall not delay in selecting among positions for displacement in lieu of layoff. Employees shall have five (5) working days within which to select from the available position(s); employees failing to select an available position within five (5) working days, shall be assigned to the position. Employees declining the assigned position(s), shall move to the end of the seniority selection order.
- (7) Any employee so affected who transfers into a lower pay grade will be paid according to the provisions of Article VII, Section 4, provided that for an employee receiving a

longevity increase, the longevity increase will be included in determining the employee's current pay rate and the employee's new pay rate may include the longevity increase for the new grade.

- (8) The Authority shall maintain a "recall list" of employees who have been laid off. Employees laid off shall be entitled to remain on this list for two (2) years. This section does not apply to temporary employees with less than ten (10) years of service. Temporary employees with ten (10) or more years of service shall be carried on the "recall list," and the provisions of Article VIII, sections (9), (10), (11), (12) and (13) shall apply to them as well.
- (9) The Authority shall circulate among employees on the recall list a listing of job vacancies. The Authority shall not hire from the open labor market while there are employees on the recall list who are ready, willing and able to be re-employed, and who are qualified to perform the duties in the position(s) for which hiring is being contemplated. The immediately previous occupant of the available position, who was either laid off or bumped into a lower rated position to avoid layoff, shall be selected for an available vacancy. If the prior occupant is not interested or available, and there are candidates for an available position both from the recall list and active employees, the most qualified candidate shall receive the job. If the Authority deems that two or more applicants are equally qualified, the employee on recall shall receive the job. If two or more active employees are the most qualified applicants, seniority shall govern the selection. This section does not apply to temporary employees.
- (10) Employees restored to service shall receive the rate of pay due the position they occupy including increases which are

applied to the job classification during the period they were on the recall list. This section does not apply to temporary employees.

- (11) Notices of job awards shall be sent by registered mail to the last known address of a laid off employee. Employees on recall shall be responsible for informing the Authority of any change in address or other pertinent status. Employees receiving such notices shall respond within five (5) work days by informing HRMS of their intentions on returning to work. Employees intending to return to work shall report within five (5) work days from this response, unless another time period is mutually agreed upon between the employee and the Authority, or stand to lose their seniority rights. Employees who reject a job award shall forfeit further recall rights. This section does not apply to temporary employees.
- (12) Employees who are designated for layoff shall be entitled to severance pay as follows:
 - (a) Employees shall receive two weeks' severance pay per year of service for each full year with a limit of twenty-six (26) weeks' pay. Severance pay shall cease upon the recall of an individual. Any individual who receives severance pay and is recalled in less than two (2) years shall have the option of repaying the severance pay and having future severance pay computed from the original date of hire or may retain the severance pay and use the rehire date to determine any future severance entitlement. Should an employee elect to use the rehiring date for computation of future severance pay, it shall in no way affect that employee's seniority, pension, vacation or any other rights provided by this Agreement. Severance payments for full-time and

eligible part-time employees shall be based on the hours in a normal two-week pay period for such employee (75 hours for L2TA and 80 hours for L2TS). Severance payments for eligible part-time employees shall be based on their regularly scheduled hours.

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

- (13) The Authority agrees to pay its share of health insurance premiums in order to provide health insurance for laid off regular full-time and eligible part-time employees through the end of the second month succeeding the month of layoff. The employee share of such premium can be deducted from any applicable severance pay entitlement. Thereafter, the employee, at his/her option and expense, may continue coverage for a period of up to two (2) years at WMATA group rates. This section applies to part-time employees with ten (10) or more years of service with the Authority but does not apply to part-time employees who have less than ten (10) years of service.
- (14) The Authority will provide reasonable office support services for laid off employees for job search assistance to a maximum of three (3) months following date of layoff to include phone, phone mail, desk, word processor, and photocopier access.
- (15) (a) Employees who are designated for layoff shall be paid for all of their accrued but unused sick leave up to a maximum of thirty (30) days.

(b) An employee will have the option of reimbursing the Authority for sick leave within the first six (6) months of re-employment and receive credit for any sick leave that was paid as part of the severance payments. Sick leave will be restored to the employees' balance only if payment is made. If the employee elects not to pay back the value of the sick leave, the employee's sick leave balance will reflect a reduction in the number of days for which the employee received payment.

(16) The parties to this agreement recognize that the role of Shop Stewards is critical to a successful collective bargaining relationship. Accordingly, in the event of a layoff, the Chief Shop Steward and two Assistant Chief Shop Stewards will be the last in the bargaining unit to be laid off. The Shop Stewards will not be subject to bumping by other bargaining unit employees. The Union will furnish the Authority with the names and functional responsibilities of each of the Union's designated stewards.

ARTICLE IX – DISCIPLINE AND RESIGNATION

(1) Employees shall be subject to disciplinary action, including discharge, for just cause provided that the employee knew or reasonably should have known that his/her conduct could lead to disciplinary action. Where the Authority has promulgated written rules, no disciplinary action may be taken against an employee unless the rules have been provided, in advance, to the Local Union and published for employees subject to them. The Authority recognizes that employees have the right to privacy and any adverse action taken against an employee for off-duty conduct shall take into account the employee's right to privacy and the impact of employee misconduct on job performance, job site safety, the Authority's reputation or other legitimate employment related factors.

(2) Probationary Period:

All newly hired employees will serve a probationary period of one (1) year from date of hire. The purpose of this period is to assess the employee's ability to perform the job responsibilities within the work environment. The newly hired employee shall receive a formal performance plan during their first two (2) weeks of employment, and a formal review within one hundred sixty (160) days of their start date. The Authority may, at its option, choose to discontinue the employment of a probationary employee at any time during the probationary period. Such discontinuance shall not be subject to grievance or arbitration processes.

A representative of Local 2 shall be provided an opportunity (bi-weekly) to meet with Local 2 new hires during their lunch break. Subject to space and scheduling

availability, Local 2 may reserve Authority conference rooms for such meetings.

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

ARTICLE X – NON-DISCRIMINATION

- (1) The Authority and the Union agree that they each will observe the employment discrimination laws applicable to each entity respectively and that their actions in the negotiation and execution of this Agreement are not intended

in any way to discriminate against any individual in violation of any applicable statute or regulation.

- (2) Should it become necessary to amend the Agreement to comply with the legal requirements of Title I of the Americans with Disabilities Act, the parties will promptly negotiate such changes.

ARTICLE XI – HOURS OF WORK

- (1) The normal work week for L2TA full-time employees covered by this Agreement shall consist of five (5) work days, each consisting of seven and one-half (7.5) hours of actual work per day, exclusive of an unpaid lunch break of sixty (60) minutes, unless otherwise established by formal alternate work schedule arrangement. The normal work week for L2TS full-time employees shall consist of five (5) work days, each day consisting of eight (8) hours of actual work per day, exclusive of an unpaid lunch break of sixty (60) minutes, unless otherwise established by formal alternate work schedule arrangement. The normal work week for part-time employees covered by this Agreement shall be limited to thirty (30) hours per week, or less. Part-time employees may be scheduled to work either seven and one-half (7.5) or eight (8) hours of actual work per day, as determined by their classification, exclusive of an unpaid lunch period unless otherwise established by formal alternate work schedule arrangement. Except as required to address emergency situations, all employees covered by this Agreement shall have two (2) days off in each workweek which shall be consecutive. Except as required to address emergency situations, work week schedules will not be combined to require an uninterrupted schedule of work, at

straight time rates, exceeding five (5) consecutive days absent employee approval, provided that the five (5) consecutive day limitation shall not apply during implementation of a new shift pick. If a vacation relief employee's work week schedule are combined to require an uninterrupted schedule of work exceeding five (5) consecutive days absent employee approval, the employee will be paid at the overtime rate for the sixth and seventh days which will then be considered days off for the purposes of applying this section. Subject to the limitations contained in this Agreement, the Authority may establish, change or reschedule: (a) the hours comprising the workweek for all employees covered by this Agreement, (b) shifts, and (c) alternative work locations, shifts or schedules. The establishment of alternative work locations, shifts or schedules for some employees (such as allowing some employees to telecommute) shall not create any entitlement on part of other employees.

(2) Overtime:

Work in excess of the normal work week hours or the normal work day hours established in the preceding section shall be paid an overtime premium at the rate of one and one-half (1.5) times the employee's basic hourly rate for employees in Grades L2TA-18, L2TS-5 and below, and at straight time rate for employees in Grades L2TA-19, L2TS-6 and above, provided that the employee has been in pay status for all regular hours scheduled for that work week or work day. The reference to "actual hours of work" was not intended to exclude periods of authorized leave for which an employee is paid. Such leave is considered "actual hours of work" for purposes of Article XI, Section (1). Overtime payments

under this section will not be pyramided nor will allowances, benefits, pay premiums or any other compensation feature be construed to be part of the eligible employee's "basic hourly rate." This section does not apply to part-time employees unless they work in excess of the full time normal work week.

- (3) Compensatory time may be granted to employees pursuant to agreement between the Office Director (or his designee) and the employee. Such compensatory time shall be in lieu of overtime payment. Compensatory time will be accrued in an amount equal to the appropriate overtime premium, times the number of hours of overtime or holiday(s) worked. When it is agreed that overtime or a holiday worked will be regarded as compensatory time, it may be used as requested by the employee and approved by his supervisor, but may not be used to cover absences not approved in advance except in unusual or emergency cases. Unused compensatory time of up to 240 hours may be accrued. At time of separation, unused accrued compensatory time will be paid at straight time rates consistent with Article XVII hereof.
- (4) Any employee whose shift begins between the hours of 7:00 p.m. and 4:00 a.m. shall receive a night shift differential of three percent (3%) per hour for all shift hours worked. TSDV may establish rotating shifts; any employee who works a rotating shift rather than a fixed shift will be paid the three percent (3%) shift differential for hours worked regardless of time of day while in rotation status.
- (5) Shift Selection. Employees working in offices with multiple daily shifts shall be given an opportunity, no less than annually, to express their preferences regarding shift

assignment. Every effort shall be made to accommodate expressed shift preferences. Shift assignments shall be made in accordance with expressed preferences, seniority, ability to perform the available work and the needs of the affected office. "Seniority" as used in this Section refers to job classification seniority, not bargaining unit seniority. Should there be conflicts over a preferred shift and should both conflicting employees have the same classification seniority, the seniority preference shall be accorded to the employee with the most unit seniority.

Before a shift assignment is made on the basis of the "the needs of a particular office," the Office of Labor Relations will advise the Union of the assignment intended in advance and provide an explanation of the particular needs of the office making the assignment in question.

In the event that a reduction in force or reorganization causes an employee to move to a new job classification performing work substantially similar to the prior job classification, the prior classification seniority shall continue in the new job.

- (6) The Authority may "call-in" employees for work outside their regular work schedule. Employees who are called in from home for work outside their regular work schedule shall be guaranteed a minimum of two hours pay at double time rates. Such employees shall be paid at double time rates for the first four hours worked under this section and at time and one-half rates for time worked in excess of four hours. Except for the two-hour call-in guarantee, premium rates shall apply only to work required outside the regular schedule. The call-in provisions contained in this Section

shall not apply to work outside the regular work schedule that is assigned or scheduled in accordance with the provisions of Section (8).

(7) Employees requested by the Office Director, or designee, to use personal vehicles in the performance of Authority business shall be reimbursed at the then-current Authority mileage rate plus tolls and parking fees. Tolls and parking fees must be substantiated by receipts.

(8) Overtime Distribution

(a) Overtime which is scheduled or anticipated in advance shall first be offered to the employee(s) who regularly perform the work in question. If the employee(s) declines the opportunity, the overtime shall be offered to all employees who normally perform similar work in the functional area and be distributed fairly among the volunteers. If there are no volunteers, the employee normally performing the work in question must perform the work unless he has a legitimate reason for refusal, in which case the employee must make every effort to secure a competent substitute. The Authority agrees to provide notice for such overtime no later than the preceding work day. In the event the Authority fails to provide notice of cancelation of such overtime work and the employee(s) arrives at work and dismissed, the employee(s) will receive a penalty payment equivalent to two hours pay at the overtime rate as an exclusive remedy.

(b) Unscheduled overtime requires continuation of the same job performed during the regular work day which was not anticipated in advance and shall be assigned to the employee performing the job task during the regular

shift. Such employees must work the overtime unless they have a legitimate reason for refusal, in which case the overtime can be assigned to any qualified volunteer.

- (c) If a relief employee scheduled and expected to report at the commencement of a shift fails timely to report, the Authority may require the employee performing the work on the preceding shift to remain on duty pending arrival of the scheduled or alternate relief employee.
- (d) An office may establish a voluntary overtime roster for assignment to either regular overtime work or special events work provided that the roster is maintained on a purely voluntary basis and there is no pressure on any employee to become an “unwilling” volunteer.

It is mandatory that employees on the voluntary overtime roster accept and be available for overtime, specific days and times as offered. Overtime will be fairly distributed and assigned to the qualified employee(s) in classification on the roster. Unavailability of senior employee(s) on the list will result in drafting junior employees in inverse order of seniority. Compensation will be according to the provisions of Article XI, sections (2) and (3).

- (9) For the purpose of computing overtime and for eligibility to receive holiday pay under Article XIII, time in pay status shall be considered as time worked provided that employees on Workers’ Compensation shall not be entitled to overtime premiums, holiday pay or sick leave accrual.
- (10) Employees who, in any calendar quarter, are regularly assigned on-call responsibilities (specifically including the

obligation to remain within the metropolitan area during off-duty hours) and who are so designated by the parties under separate cover shall receive, in addition to call-in pay specified in Section 6, one-half personal holiday per calendar quarter.

- (11) Bus Central Control may establish split shifts. Split shift employees will have Saturday and Sunday as off-days. Split shift employees will receive a five percent (5%) differential for each hour worked, provided that the differential will increase by an additional five percent (5%) for each spread time hour in excess of ten hours. For example, if spread time is 12 hours, the differential is 15%. For purposes of calculating spread differential, 30 minutes or less will be rounded down and 31 minutes or more will be rounded up.
- (12) The parties agree to form a Joint Committee to review the recommendations of the Fatigue Management Study and implications on hours of service, overtime, and related issues.

ARTICLE XII – WAGES, WORK DEFINITION AND CLASSIFICATION

- (1) Effective July 1, 2017 – a 1.5% general wage increase
Effective July 1, 2018 – a 2.0% general wage increase
Effective July 1, 2019 – a 2.0% general wage increase
Effective July 1, 2020 – a 2.5% general wage increase
Effective January 1, 2021 – a 3.0% general wage increase

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

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

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

- (2) Employees on the L2TS schedule will receive salary adjustments not less frequently than annually based on objective, non-discriminatory employment related performance appraisals. In the event the Authority decides to make L2TS salary adjustments more frequently than once per year, such adjustments will be made on a non-discriminatory basis for all covered L2TS employees and, in all cases will be based on an objective, non-discriminatory, employment related performance appraisal.

If a manager does not submit a scheduled performance evaluation within 30 calendar days of the employee's

anniversary date, the employee will be deemed “Satisfactory,” and any scheduled wage or step improvement that is conditioned on a “Satisfactory” performance evaluation will occur immediately, retroactive to the scheduled effective date.

- (3) Longevity: A three percent (3%) increase shall be accorded to any employee who has served a minimum of three (3) years’ work performance at the last step of the L2TA salary schedule or the maximum rate on the L2TS schedule. Said longevity increase shall be incorporated into the employee’s base salary.
- (4) The Authority establishes and designs all jobs, job content, classifications, qualifications and assignments of work. In so doing, the Authority will maintain a classification system based on a quantitative methodology which will be used to compare the relative value of jobs within the organization. Jobs will be rated and ranked by the Authority and placed into appropriate salary classification levels and schedules. Any employee or the Union may review the job descriptions prepared by the Authority and offer input to make the job description more accurate. The determination of the appropriate job description rests with the Office Director and the Director of Human Resource Management and Services. The determination for salary schedule placement is the responsibility of the Classification Section of the Office of Human Resource Management and Services (HRMS).
- (5) If an employee’s class specification does not accurately reflect the employee’s regular job functions, the affected employee or the Union may request that the Classification Section of the Office of Human Resource Management and Services confirm the appropriate salary classification level

and schedule for such job. The job will be reviewed in accordance with the procedure described in the section above except that a preliminary inquiry may be made into the reasons for the alleged misclassification. In the event HRMS determines that the reasons are insufficient to warrant further review, the employee will be so notified and the inquiry will be terminated. Requests for classification review may be submitted once annually. This shall be the exclusive process for challenging the classification of any position and no grievance may be filed regarding such issues until this process has been exhausted.

- (6) The Authority may require an employee to perform work outside of class specification where employee is physically unable to perform regular work, i.e. workers compensation, extended sick leave, long term disability (LTD)s, extended leave without pay (LWOP).

ARTICLE XIII– HOLIDAYS

- (1) (a) The Authority shall grant holidays to employees for the following days: New Year’s Day; Dr. Martin Luther King, Jr.’s Birthday; Presidential Inauguration Day; Washington’s Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; Christmas Day and any other holiday declared as a federal holiday by the United States Congress.
(b) At the beginning of the calendar year the Authority shall issue a notice to all employees of the exact dates on which these holidays shall occur during the year. Holidays shall consist of the normal daily hours of work as determined in Article XI, except part-time employees whose holidays shall consist of their regularly scheduled number of daily

hours. Holidays which fall on either a Saturday or a Sunday shall be moved to the closest Friday or Monday.

- (2) If a designated holiday falls during an employee's approved annual leave period, the employee shall be paid for the holiday but the holiday shall not be charged against the employee's annual leave.
- (3) To be eligible for the holiday pay, an employee must be in a pay status on the regularly scheduled work days before and after such holiday, unless engaged in activities encompassed by Article IV, Sections 5 or 7.
- (4) Overtime eligible employees who are required to work during a holiday shall be paid at a rate of one and one-half times their basic hourly rate for such work or subject to the agreement of both the Office Director and the affected employee, the employee may be provided a subsequent day off, with pay, to be scheduled mutually by the employee and his supervisor.
- (5) Full-time temporary employees covered by this Agreement who are assigned to the construction field operation or who are assigned directly in support of construction field activities may be required to observe the same holidays as contractor personnel under the substitution provisions of Article XIII (4), provided that no full-time temporary employees shall be deprived of the number of holidays specified in Article XIII (1) by operation of this provision. Any shortfall in the total number of holidays shall be made up by providing an equivalent number of additional days off to be scheduled with the Office Director or pay in lieu of the holiday at the employee's option.

ARTICLE XIV - GENERAL LEAVES OF ABSENCE

(1) Leave Without Pay

- (a) The Authority may, at its discretion, grant an employee Leave Without Pay (“LWOP”).
- (b) An employee on LWOP shall continue to be eligible for insurance benefits. The employee must pay the employee contribution routinely required for such benefit. If the employee fails to timely pay the employee contribution, the Authority may terminate the benefit.
- (c) An employee on LWOP does not accrue annual or sick leave.
- (d) An employee on LWOP shall continue to accrue service credit for seniority, anniversary date, and pension purposes for the first ninety (90) consecutive days of LWOP. An employee must return to pay status for at least thirty (30) consecutive days to restart the 90-day clock for these purposes. An employee on LWOP due to workers compensation or Local 2 leave will continue to receive service credit for pension purposes for the entire LWOP period.
- (e) An employee on LWOP in excess of ninety (90) days must notify HRMS of the employee’s intention to return to duty at least two weeks in advance of the return to duty date.
- (f) An employee on LWOP is entitled to return to the employee’s former position. If the former position has been filled, the employee is entitled to exercise displacement rights pursuant to Article VIII provided that the employee must first attempt to displace into the employee’s former position.

- (g) If an employee is laid off while on LWOP, the employee's Article VIII displacement rights will be determined at the time of the layoff, provided that, if the employee is able to displace, the displacement will not be effective until the employee returns to duty.
- (2) Medical Leave Without Pay
- (a) The Authority shall grant an employee Medical LWOP provided that the employee has no more than five (5) days accrued sick leave and provided that the application for Medical LWOP is accompanied by a doctor's certificate stating the reason for the request, the nature of the illness and job impairment, and the probable date of return.
 - (b) The initial application for Medical LWOP may be for up to ninety (90) days. Medical LWOP may be extended in 30-day increments to a total of 365 calendar days of Medical LWOP. Each extension application must be supported by an updated doctor certificate.
 - (c) An employee on Medical LWOP will be otherwise subject to the provisions set forth in Paragraph (1) regarding LWOP generally.
 - (d) The limit of 365 total calendar days of Medical LWOP will be applied during a rolling three-year period. For example, an employee who is on Medical LWOP for 210 calendar days in Year 1 and 155 calendar days in Year 2 is not entitled to any additional Medical LWOP until three years following commencement of the Year 1 Medical LWOP.

(3) Maternity Leave

The Authority shall, upon written request, grant to pregnant employees a maternity leave of absence under the conditions and procedures permitted to employees seeking leave for any other approved, non-job related, medical circumstances.

(4) Educational Leave

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

(5) Court Leave

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

jury duty even though the jury duty does not overlap the employee's normal working hours.

(6) Funeral Leave

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

(7) Military Leave

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

(8) Administrative Leave

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

ARTICLE XV – SICK LEAVE

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

full months (22 days) toward credited service for pension purposes after an employee has attained eligibility for normal retirement.

- (5) Employees who suffer on the job injuries and who must miss time from work because of such injuries will be extended sick leave from the date of such injury until commencement of Workers Compensation insurance or until either the WMATA medical officer or the Workers Compensation carrier determines that the injury is not covered by Workers Compensation. In lieu of extending sick leave, the Authority may, at its discretion, grant disability leave without charge to sick or annual leave. If the employee does not have adequate sick leave to cover the period between injury and receipt of insurance, it will be advanced by the Authority. In the event sick leave is advanced under this section, the employee must reimburse the Authority for the advanced sick leave through deductions from accrued sick leave following the employee's return to work and the Authority may require the employee to reimburse the Authority from the proceeds of any retroactive Workers Compensation award. Employees using their own sick leave may replenish it at their discretion.

The maximum period of disability leave or sick leave advance shall be ninety (90) days for one injury. Except for voluntary use of accrued sick leave, there shall be no duplication of compensation or insurance under this section. All payments of Disability Leave are accepted in lieu of any corresponding Workers Compensation entitlements and the acceptance of Disability Leave payments shall constitute a waiver by the receiving employee of any rights he or she may

have against the Authority equivalent to the waiver resulting from receipt of Workers Compensation benefits.

- (6) Employees may use up to four (4) days of sick leave per year to care for sick dependents living in the employee's home. For purposes of this Section, "dependents" shall be limited to their relatives described in Article XIV, Section (6). These days may be accumulated. Use of sick leave to care for sick dependents is subject to the provisions of Section 2 regarding reporting and documentation.
- (7) The Parties shall continue a "Sick Leave Bank" into which employees may contribute sick leave for the use of participating employees, provided that the parties may terminate the Bank by mutual agreement. The terms for participating in and administration of the Sick Leave Bank shall be established in a separate document.

ARTICLE XVI – ANNUAL LEAVE

- (1) All employees of the Authority earn annual leave depending on length of service. Employees desiring to take leave must inform their supervisor of their preferred leave days in advance, at least three (3) work days where practicable. The supervisor shall grant employee leave requests except for just and sufficient business reasons. In addition to accrued annual leave, an employee may request, and the Office Director, at his discretion, may grant, annual leave that will accrue during the balance of the year.
- (2) Employees with less than three years of service will earn leave at the rate of thirteen (13) work days a year or one-half work day per pay period. Employees with more than three (3) but less than fifteen (15) years of service earn annual leave at the rate of twenty-one (21) work days per year.

Employees with more than fifteen (15) years of service will earn leave at a rate of twenty-seven (27) work days per year. Part-time employees will earn leave at the rates specified above except work days shall be interpreted to mean the equivalent number of normally scheduled daily hours.

- (3) Annual leave may be accumulated from year-to-year but no more than thirty (30) days for employees with less than fifteen (15) years of service and forty-five (45) days for employees with over fifteen (15) years of service may be carried over from one year to the next. The accumulation of annual leave above these limitations on December 31 of each year shall be converted to sick leave. In the event any annual leave request is denied pursuant to Section (1) and the employee is unable to satisfactorily reschedule leave, the amount of denied leave shall be added to the maximum carry-over until used, without conversion, provided that this excess carry over must be taken or converted during the next year.

ARTICLE XVII – TRANSFER OF LEAVE

- (1) Employees who transfer between union and non-represented positions at the Authority will be credited with their accumulated annual and sick leave and their prior service credits for future accrual in accordance with the provisions of this Agreement or any other Agreement applicable to any bargaining unit to which they are transferred.
- (2) When an employee transfers from a L2TA position to a L2TS position, the employee's accumulated leave following the transfer shall be determined by multiplying the employee's accumulated leave hours by 1.07 rounded to the nearest hour. When an employee transfers from a L2TS

position to a L2TA position, the employee's accumulated leave following the transfer shall be determined by multiplying the employees' accumulated leave hours by .94 rounded to the nearest hour.

- (3) Employees who resign from the Authority or whose employment is terminated shall be entitled to payment for all accrued annual leave and compensatory time subject to the provisions of Article IX, Discipline and Resignation.

ARTICLE XVIII – INSURANCE

- (1) The Authority shall provide the following types of insurance for each employee (except part-time employees who work less than (10) hours per week) with co-payment of premiums as follows:

- (a) Health Insurance – The Authority shall provide a choice between an HMO or the CIGNA Open Access Plan in effect September 21, 2006 or its equivalent. The percentage of employee premium obligation shall be determined in accordance with subsection (c) below and Appendix H. For employees enrolled in the Aetna High Option plan on May 14, 1997, the Authority will continue to provide the choice of an equivalent to this plan, provided that an employee who leaves the plan may not re-enroll in the plan and provided that the employee contribution percentage shall be computed in accordance with subsection (c) below and Appendix F.

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

1. Second Surgical Opinion
2. Pre-Certification Review

3. Well Person Physical (not to exceed \$400 per physical) as follows:

- 0-49 years of age biennially
- 50 years of age or more annually

4. Hearing Prosthetics

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

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

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

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

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

Mail order program will provide a 90-day supply for two times the 30-day retail pharmacy co-pay. This section only summarizes unit health benefits. Complete

information has been provided in a Booklet-Certificate issued to employees.

Effective as of the date such change can be implemented by the Authority's Benefits Office on or after July 20, 2018, Primary Medical and Prescription Drug copays shall be as stated in Appendix H.

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

Coverage shall continue at existing levels.

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

- (c) Health Benefit Premium Sharing. Effective as of the date such change can be implemented by the Authority's Benefits Office (but not earlier than September 1, 2006), Appendix H-1 reflects that the full-time employee share of the total premium charged will be fifteen percent (15%) for all plan offerings other than the closed indemnity plan (i.e., the HMO and CIGNA Open Access Plus plan). Effective as of the date such change can be implemented by the Authority's Benefits Office on or after July 20, 2018, shall be revised to provide that the full-time employee share of the total premium charged will be twenty-two percent (22%) for all plan offerings (other than the closed indemnity plan, i.e., the HMO and CIGNA Open Access Plus plan) in 2018 (Appendix H-2); increasing to twenty-four percent (24%) effective January 1, 2019 (Appendix H-3); and increasing to twenty-five percent (25%)

effective January 1, 2020 (Appendix H-4). The closed indemnity plan employee share will be set at twenty percent (20%) for the 1+1 and family options and fifteen percent (15%) for the single option. Proportional adjustments will be made for the employee rates for part-time employees. Starting with the plan year beginning July 1, 2007, seventy-five percent (75%) of any cost increase for any plan offering other than the closed indemnity plan shall be paid by the Authority and twenty-five (25%) shall be paid by employees.

- (d) Life Insurance – The Authority shall provide for all employees group life insurance equal to one and one-half (1.5) of the employee’s base annual salary with minimum coverage established at \$30,000. Optional group life insurance (100% employee paid), which includes opportunities for coverages of spouses and dependent children, shall be made available according to the rates and conditions quoted by the insurer.

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

- (e) Long Term Disability – The Authority shall continue to provide the Long Term Disability Insurance Program currently in effect or its equivalent, as described in the WMATA LTD booklet, during this Agreement. Premium costs shall be allocated in accordance with the ratio now in effect.

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

1. No two (2) year mental disability limitation

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

2. Monthly benefit cap - \$4,000

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

- (2) Employees may elect pre-tax treatment for employee insurance premiums. Employees electing such pre-tax treatment may select one of two options: pre-tax treatment of all premiums or pre-tax treatment of all premiums except long-term disability premiums.
- (3) The Authority will pay \$1,000 annual cash bonus commencing in the 1994-1995 contract year to each employee who declines to participate in the Authority's health insurance.

(4) Health Benefit Premium Gainsharing Credit

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

ARTICLE XIX – PENSION

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

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

are agreed upon (or arbitrated) by the Authority and the Union.

- (2) The Authority agrees that the Union may appoint two (2) of the five (5) trustees to serve on the Board of Trustees of the WMATA/Local 2 Retirement Plan and that such appointees may either be employees or retirees in the plan.
- (3) The Authority has established a defined contribution plan (“DCP”). The DCP shall apply to all employees hired after the effective date of the DCP, to long-term temporary employees employed on the effective date of the DCP, and to regular part-time employees employed on the effective date of the DCP. Participation in the existing defined benefit Retirement Plan shall be limited to full-time regular employees hired before January 1, 1999. The DCP has replaced the prior deferred compensation benefit for long-term temporary employees. The Authority shall contribute four percent (4%) of base salary to the DCP and shall contribute an additional amount not to exceed 3% of base salary to the DCP matching the funds deferred by the employee under the Authority’s deferred compensation plan. Authority contributions to the DCP shall be subject to three-year cliff vesting; employees shall receive Authority date-of-hire service credit for vesting purposes.

There are two benefit plans, a DCP plan - a “401(a)” plan and a “457” plan. Authority contributions are made to the 401(a) plan and employee contributions are made to the 457 plan. Each plan is “trusted”. With regard to the 401(a) trust, the Authority appoints two trustees, Local 2 appoints one trustee, and non-represented employees elect one trustee. If the trustees are divided equally with regard to an issue, the dispute will be

resolved as follows: (1) the trustees obtain an opinion from Plan counsel; (2) if the trustees remain equally divided, the trustees submit the dispute to arbitration. Employee disputes will be resolved as follows: (1) the employee submits the issue to the administrator; (2) the employee appeals the administrator's decision to the trustees; (3) the trustees' decision is final unless the trustees split equally in which case the dispute becomes a trustee dispute. With regard to the 457 trust, the Authority served as the initial trustee and appointed a bank or comparable entity to act as corporate trustee.

If the participating jurisdictions should elect to dissolve the Transit Authority, then the Union will be notified, as soon as the Authority learns of the introduction of legislation in any of the participating jurisdictions initiating dissolution. At the local Union's request, the Authority will meet to negotiate regarding the effect of such initiative on the deferred compensation plan.

Agreements regarding DCP structure and administration are set forth in a separate Letter of Understanding. Employees being rehired by the Authority shall be placed in the WMATA/Local 2 Retirement Plan instead of the DCP if, because of their previous WMATA employment, they had at least one (1) year of credited service in the Retirement Plan and left WMATA employment having either a deferred vested benefit from the Retirement Plan or a greater amount of credited service than the period of time that elapsed since their previous WMATA employment.

- (4) Upon retirement, employees hired prior to January 1, 2010, shall be eligible for Health Insurance benefits received by retired non-represented Authority employees. Employees

who participate in the DCP will qualify for health and life insurance benefits upon leaving the Authority, if employee has at least ten (10) years of service and is at least age sixty (60) at time of retirement, or employee has five years of service and is at least age sixty-five (65) at time of retirement. Unpaid sick leave will not constitute Authority service for this purpose.

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

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

- (5) The Washington Metropolitan Area Transit Authority Retirement Plan will contain the following provisions:
 - (a) The early retirement reduction factor shall not exceed 0.166667% per month (approximately 2% per year) from the earlier of the current Rule of 83 eligibility date or age 65, provided the employee must be at least age 55 at retirement.
 - (b) The retirement-through-age-65 benefit supplement will be provided to all retirees, provided the employee must be at least age 55 at retirement.
 - (c) The vesting requirement will be five-year cliff vesting for employees.
 - (d) The cost of living benefit adjustment will be 80% of CPI-W.
 - (e) Pension service credit will be eliminated for time that an employee is on leave without pay (LWOP) in excess of 90 consecutive days for purposes other than workers compensation and Local 2 leave.

- (f) The provisions specifying plan participation will accommodate employees working alternate work schedules.
- (g) The minimum age for an unreduced retirement benefit under Rule 83 will be lowered to age fifty-five (55) from age sixty (60).
- (h) The normal retirement will be determined as follows:
 - (1) For the Participant's first twenty (20) years of Credited Service.
 - a. one and six-tenths percent (1.6%) of the Participant's Final Average Earnings, up to the Participant's Social Security Breakpoint multiplied by the number of years of Credited Service up to and including 20 years, plus
 - b. two and one-half percent (2.5%) of the Participant's Final Average Earnings greater than his Social Security Breakpoint multiplied by the number of years of Credited Service up to and including 20 years, plus
 - (2) For the Participant's years of Credited Service greater than (20), one and six-tenths percent (1.6%) of the Participant's Final Average Earnings Multiplied by the number of years of Credited Service greater than 20 years.
- (i) The changes in (5)(g) and (h) above are contingent upon restructuring of the WMATA Retirement Plan to create a separate plan for employees represented by Local 2 by transferring the employees represented by Local 2 to a new plan. The new plan will receive the liabilities for all employees represented by Local 2 (current, terminated, vested, retirees, beneficiaries),

along with assets equal to the fair market value of the Plan assets on the date of transfer times the ratio of the actuarial accrued liability for the employees represented by Local 2 (current, terminated, vested, retirees, beneficiaries) as of the transfer date over the total actuarial accrued liability under the Plan on such date. The asset and liability figures would be computed by the plan actuary (William M. Mercer, Inc.) based on (1) the actuarial cost method, factors and assumptions used in determining plan costs under the most recent Actuarial Valuation Report and (2) the terms of the Pension Plan as of the date of transfer (including the modifications required by the new collective bargaining agreement). The new plan for employees represented by Local 2 will also allow the Authority to use the actuarial surplus in the plan (i.e., the fair market value of plan assets over the actuarial accrued liability) to pay the Authority's share of the cost of ancillary or other benefits (such as death benefits, disability benefits and retiree medical benefits) for the employees represented by Local 2 (current, terminated vested retirees, beneficiaries) to the maximum extent permitted for qualified retirement plans under existing provisions of the Internal Revenue Code) (but including, for this purpose any extension of the provisions of Section 420 of the Internal Revenue Code) (that is the Authority could use surplus plan assets to fund the Authority's share of benefits currently provided outside of the plan by amending the terms of these benefits and the plan document to provide that

such benefits will be provided within the confines of the new plan).

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

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

The Retirement amendments set forth in this paragraph will apply only to employees who are active employees on or after the effective date of the plan amendments. The amendments made pursuant to subsections (g) and (h) were effective as of June 29, 2001.

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

ARTICLE XX- GRIEVANCE AND ARBITRATION

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

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

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

Initiation: Grievances relating to discharge, grievances involving an Office other than the grievant's Office, and grievances initiated solely by the Union shall be initiated at Step 2. All other grievances shall be initiated at Step 1. Any grievance that is not timely presented at Step 2 shall be considered waived.

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

Step 2: The grievant or the Union shall file a written grievance with the Office Director responsible for the grievable action. This written grievance shall be filed within

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

Step 3: If the grievance is not resolved by the Step 2 decision, the grievance may be presented by the Union to the LABR Director (or designee) within ten (10) working days from the receipt of the Step 2 decision. The written Step 3 grievance shall be in a standard format designated by Local 2. The LABR Director (or designee) will meet with the grievant and Chief Shop Steward, or a designated Area Shop Steward, within ten (10) working days of such Step 2 appeal. The LABR Director (or designee) will issue a written decision within ten (10) working days of the Step 3 meeting.

Step 4: Any grievance that has been properly processed through the grievance procedure specified in this Article and which has not been settled by Step 3 may be appealed to final and binding arbitration. Arbitration must be demanded by written notice from the Union to the LABR Director (or

designee) within thirty (30) calendar days after receipt of the Step 3 answer. If arbitration is not requested within this time frame, it shall be deemed to have been waived and the grievance will be considered resolved at the Step 3 disposition.

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

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

Step 1: The Authority shall file a written grievance with the Chief Shop Steward within twenty (20) working days of the original grievable action or the date the Authority reasonably would have been expected to know of the events outlined in the grievance. The written grievance shall contain a brief statement of facts describing the complaint, a statement of the provisions of this Agreement alleged to be violated, and a statement of relief requested. The Chief Shop Steward shall meet with the Authority official filing the grievance within ten (10) working days of receipt of the written grievance. The Chief Shop Steward will issue a written decision within ten (10) working days of the meeting.

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

- (4) Notwithstanding any of the above provision, the Authority and the Union recognize the right of the employee(s) to settle his or her grievance directly, provided that the terms of settlement are not inconsistent with the provisions of this Agreement. The settlement of any grievance which has been reduced to writing must be confirmed in writing to the grievant with a copy provided simultaneously to the Union.
- (5) Upon receipt of a timely demand for arbitration, the parties shall promptly appoint their partisan arbitrators. The respective arbitrators shall attempt promptly to select a mutually agreeable neutral to serve as chairman of a three person Board of Arbitration. In the event the two partisan arbitrators are unable to agree upon the selection of a neutral arbitrator within ten (10) working days, either party may request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to furnish a list of not more than seven (7) arbitrators, one of whom may be designated by the parties to act as the chairman of the Board of Arbitration; if the parties cannot agree upon an arbitrator from the list, selection shall be made by the partisan arbitrators by alternately striking names from the list until only one name remains. The final name remaining shall be chairman of the Board of Arbitration.
- (6) The jurisdiction and authority of the Board of Arbitration on contract grievances and the Board's opinion and award shall be confined exclusively to the specific provision or provisions of the agreement at issue between the Union and the Authority. Except as provided in Section 7, the Board shall have no authority to add to, alter, amend or modify any provision of this Agreement. A decision of a majority of the Board of Arbitration shall be final and binding. Either party

may request an Executive Session within five (5) working days from receipt of a proposed award from the Board chairman. All members of the Board shall either subscribe to the majority award or may file a written dissent, provided that such dissent must be submitted within five (5) working days from the date of any Executive Session of the Board of Arbitration at which a majority award is designated.

- (7) Disputes over contract issues or other circumstances existing as of the date of execution of this agreement shall be subject to the exclusive recourse set forth in Section (6) above. Disputes not covered by this agreement concerning the wages, hours or working conditions of unit employees, including allegations of discrimination based on anti-union animus, shall first be subject to collective bargaining between the parties. Either party may invoke interest arbitration by declaring that no agreement has been achieved by negotiation. Such disputes shall be resolved in accordance with the procedure for arbitration established in Sections 5 and 6 above but shall not be subject to the jurisdictional or remedial limitations of Section 6.
- (8) The Union and the Authority shall each bear their own expenses in the arbitration proceeding, except that they shall share equally the fee and other expenses of the hearing and the chairman of the Board of Arbitration in connection with the grievance submitted to the Board.

ARTICLE XXI – NO STRIKE

- (1) During the life of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sit-down, sit-in,

slowdown, cessation or stoppage of work, mass absenteeism, boycott, picketing, or refuse to faithfully and properly perform in whole or in part, any customarily assigned duties for the Authority, or conduct any other interference with or interruption of work at any of the Authority's operations including the recognition of and refusal to cross any picket line erected at Authority premises, and the Authority agrees that there shall be no lockout.

- (2) In the event of an unauthorized strike, slowdown, or stoppage of work, the Authority agrees that there will be no liability on the part of the Union provided the union promptly and publicly disavows such unauthorized strike, slowdown, or stoppage of work, orders the employees to return to work, utilizes all best efforts to ensure the return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the Authority, in writing, within twenty-four (24) hours after the commencement of such job action, what measures it has taken to comply with provisions of this Article.
- (3) The Authority shall have the right to discipline, by way of suspension, discharge or otherwise, any person who participates in any violation of this Article.

ARTICLE XXII – MISCELLANEOUS

(1) Savings and Separability

It is not the intention of the Authority or the Union to violate any applicable laws or regulations by the enactment of this Agreement or in the application of its terms. In the event any provision of this Agreement is determined by a final judicial order to be illegal or void as being in contravention of any

applicable law or regulation, the remainder of the Agreement shall remain in full force and effect. The Authority and the Union agree that if and when any provision of this Agreement or the Agreement itself is finally determined to be illegal or void, they will enter into negotiations promptly concerning the substance affected by such decision for the purpose of achieving conformity with the applicable law or regulation and the intent of the parties hereto.

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

(3) Educational Assistance

The Authority agrees to provide educational assistance reimbursement for tuition, text books, and laboratory fees for employees who satisfactorily complete educational courses approved in advance by their office director, under the following schedule:

- (a) If the course relates directly to the employee's present job function and will enhance the employee's ability to perform his assigned work; 100% reimbursement;
- (b) If the course is of significant value to the employee's office or to the Authority as a whole, or enhances the employee's ability either to perform his currently assigned duties or his future mobility within the Authority; 50% reimbursement;
- (c) Educational assistance will be committed, in advance, on a semester-by-semester basis, and will be paid to

those employees who complete their course of study with a minimum C average, or its equivalent;

- (d) Educational assistance funding will be subject to budget constraints established by the Board and will be allocated on a first come, first served basis. To the extent there are conflicts in funding requests, employees pursuing a continuing course of study will be granted preference for available funds.
- (4) Employees required to wear a uniform by the Authority during their ordinary course of duty will be provided a semi-annual uniform allowance of \$95.00 dollars. The uniform allowance will be provided in the first pay period following January 1 and July 1 of each year. Training employees will be provided one set of clean coveralls to carry with them in case of emergency service. The employee may exchange coveralls soiled in the line of duty for clean coveralls.
- (5) Active employees and employees who retire from active employment shall be provided a transit pass. Long temporary employees who “retire” at (1) age 60 with ten (10) years of service or (2) age 65 with five (5) years of service shall be provided a transit pass.
- (6) The Authority and the Union shall share the cost of printing copies of this Agreement for representatives of the Union, for representatives of management, and for distribution among bargaining unit employees. The Union shall be responsible for distribution among the bargaining units. The Authority will allow the Union to use Authority channels for the distribution of the contract to the employees.
- (7) Confidential Personnel File Data
If the Authority chooses to solicit and maintain information relating to confidential pre-employment inquires, the

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

- (8) The Authority will extend provisions of the Policy Instruction regarding indemnification to Local 2 employees.
- (9) Local 2 will maintain a depository in the Jackson Graham Building for receipt of official documents. The placing of a document in the depository constitutes deliver to Local 2.
- (10) Any employee required to work outside the ordinary work day, off WMATA premises, on Authority business during the evening meal hour shall be entitled to reimbursement for meal expenses including gratuity, upon submission of receipts, total not to exceed \$15.00, provided that the working assignment has been reviewed, in advance, with the employee's supervisor. Employees required to attend a public hearing outside the ordinary work day and during meal hours will also be entitled to reimbursement for meal expenses not to exceed \$15.00 including gratuity, upon submission of receipts. Employees requesting meal allowance under this condition should advise their supervisor in advance of the meeting date, wherever possible.

ARTICLE XXIII – DURATION

This Agreement shall be in full force and effect through June 30, 2021, and shall continue in effect from year-to-year thereafter, unless either party gives notice, in writing, at least 150 calendar days prior to any expiration date of an intent to modify the Agreement. Bargaining over such changes shall commence no later than the last day of March prior to the contract's expiration date, provided, that either party has submitted a timely written statement of its desire to open negotiations regarding changes to the contract.

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

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

Paul J. Wiedefeld

Paul J. Wiedefeld
CEO & General Manager

10/15/2020

Date

Michael Spiller

Michael Spiller
1st Vice President

10/14/2020

Date

Winston Ellis, Esq

Winston Ellis
Vice President &
Chief Labor Relations Officer

10/15/2020

Date

Edith Lowden

Edith Lowden
Chief Shop Steward

10/9/2020

Date

ARTICLE XXIII – DURATION

This Agreement shall be in full force and effect through June 30, 2021, and shall continue in effect from year-to-year thereafter, unless either party gives notice, in writing, at least 150 calendar days prior to any expiration date of an intent to modify the Agreement. Bargaining over such changes shall commence no later than the last day of March prior to the contract's expiration date, provided, that either party has submitted a timely written statement of its desire to open negotiations regarding changes to the contract.

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

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

Paul J. Wiedefeld
CEO & General Manager

Michael Spiller
1st Vice President

Date

Date

Winston Ellis
Vice President &
Chief Labor Relations Officer

Edith Lowden
Chief Shop Steward

Date

Date

APPENDIX A

OPEIU LOCAL 2 SHOP STEWARDS

Last Name	First Name	Location	Phone Number
Lowden	Edith	Chief Steward	202-962-6327
McClary	Bryant	Asst. Chief Steward	202-962-1177
McDaniel	Leonte	Asst. Chief Steward	202-962-2591
Basava	Venkata	IT/1313 L street	202-962-2083
Carrington	Michael	CSVC/PG Plaza	301-562-4678
Coley	Ruby	PRMT/JGB	301-955-7173
Davis	Deborah	JDAC/CTF	301-955-5521
Geroux	William	PRMT/JGB	202-962-2467
Jones	Brenda	RISS/Brentwood	202-962-5632
Loewenthal	Michael	IT/JGB	202-962-1599
Palmore	Darwin	CENV/Greenbelt	301-955-2165
Price	Alfred	CENI/JGB	202-962-1864
Sawatzki	Richard	IRPG/Landover	301-955-4035
Weldegebriel	Yonathan	IRPG/Landover	301-955-4085

APPENDIX B

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2016 SALARY SCHEDULE
TA (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2016

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	21,827.654	23,237.288	24,685.021	26,170.853	27,153.519	28,129.627	29,121.492	30,097.600	30,963.346	32,010.391	32,970.726
2	23,627.467	25,148.766	26,717.364	28,318.803	29,382.925	30,444.420	31,512.487	32,572.668	33,635.478	34,645.735	35,684.899
3	25,159.281	26,781.736	28,446.232	30,154.085	31,293.091	32,418.961	33,552.713	34,690.400	35,818.898	36,890.906	37,997.064
4	26,698.970	28,410.766	30,181.673	31,994.623	33,198.001	34,389.559	35,594.250	36,796.318	37,998.379	39,141.325	40,314.485
5	28,405.510	30,228.969	32,107.606	34,034.851	35,309.171	36,588.743	38,015.456	39,138.700	40,430.095	41,642.675	42,892.032
6	30,108.106	32,036.663	34,029.597	36,081.643	37,425.594	38,785.304	40,138.451	41,490.280	42,851.304	44,137.447	45,461.691
7	31,851.429	33,903.475	36,013.331	38,173.105	39,614.274	41,038.356	42,479.519	43,903.604	45,346.084	46,704.478	48,104.918
8	33,598.692	35,767.660	37,997.064	40,277.704	41,802.949	43,307.168	44,824.529	46,324.814	47,836.916	49,274.138	50,752.087
9	35,942.386	38,262.442	40,636.350	43,085.150	44,706.289	46,323.499	47,943.330	49,555.275	51,172.483	52,709.551	54,289.967
10	38,274.264	40,746.705	43,280.893	45,889.967	47,609.637	49,330.627	51,052.937	52,781.806	54,506.736	56,138.386	57,822.591
11	40,930.628	43,569.914	46,282.774	49,071.826	50,908.424	52,745.020	54,585.557	56,435.291	58,270.575	60,020.466	61,821.592
12	43,581.742	46,385.241	49,284.653	52,249.741	54,209.833	56,169.919	58,132.633	60,097.977	62,044.924	63,907.799	65,824.534
13	46,474.575	49,473.827	52,553.211	55,720.624	57,802.889	59,896.975	61,993.691	64,082.528	66,163.477	68,151.153	70,195.320
14	49,366.098	52,555.841	55,820.465	59,187.557	61,409.078	63,625.345	65,845.553	68,071.014	70,283.342	72,386.622	74,559.534
15	52,419.215	55,800.760	59,270.323	62,843.677	65,193.944	67,554.720	69,908.925	72,263.134	74,622.595	76,861.195	79,166.794
16	55,468.386	59,040.421	62,720.186	66,497.164	68,980.118	71,477.518	73,969.669	76,464.446	78,967.105	81,338.394	83,777.993
17	59,025.971	62,825.285	66,732.322	70,749.714	73,404.764	76,058.506	78,709.613	81,375.176	84,024.972	86,549.965	89,145.904
18	62,571.730	66,608.831	70,752.341	75,010.146	77,825.472	80,640.802	83,456.128	86,272.769	89,089.407	91,760.224	94,513.806
19	66,495.847	70,782.554	75,188.812	79,714.618	82,712.554	85,698.670	88,690.036	91,691.912	94,674.079	97,514.370	100,438.738
20	70,417.337	74,957.598	79,626.601	84,420.403	87,587.815	90,757.846	93,930.514	97,101.860	100,254.818	103,263.262	106,362.353
21	74,801.259	79,633.168	85,181.060	89,683.216	93,043.743	96,413.467	99,793.700	103,154.220	106,504.237	109,696.609	112,987.506
22	79,197.011	84,308.738	89,551.842	94,946.026	98,503.613	102,073.021	105,645.057	109,203.960	112,753.661	116,137.831	119,623.168
23	84,072.270	89,503.238	95,068.201	100,794.764	104,578.306	108,357.915	112,142.779	115,930.264	119,828.106	123,422.480	127,124.576
24	88,958.038	94,700.360	100,587.189	106,639.552	110,643.809	114,649.374	118,637.865	122,644.749	126,641.123	130,436.488	134,350.098
25	94,473.436	100,571.782	106,823.594	113,251.204	117,503.725	121,757.636	125,993.413	130,248.724	134,492.873	138,523.550	142,679.805
26	99,952.896	106,404.946	113,019.363	119,819.774	124,318.941	128,819.579	133,301.030	137,803.150	142,293.459	146,557.916	150,955.233

APPENDIX B

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2016 SALARY SCHEDULE
TS (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2016

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

Satisfactory or better service is required for a 3% increase below the midpoint
Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX C

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2017 SALARY SCHEDULE TA (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2017

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	22,155.069	23,585.847	25,055.296	26,563.416	27,560.822	28,551.571	29,558.314	30,549.064	31,427.796	32,490.547	33,465.287
2	23,981.879	25,525.997	27,118.124	28,743.585	29,823.669	30,901.086	31,985.174	33,061.258	34,140.010	35,165.421	36,220.172
3	25,536.670	27,183.462	28,872.925	30,606.396	31,762.487	32,905.245	34,056.004	35,210.756	36,356.181	37,444.270	38,567.020
4	27,099.455	28,836.927	30,634.398	32,474.542	33,695.971	34,905.402	36,128.164	37,348.263	38,568.355	39,728.445	40,919.202
5	28,831.593	30,682.404	32,589.220	34,545.374	35,838.809	37,137.574	38,585.688	39,725.781	41,036.546	42,267.315	43,535.412
6	30,559.728	32,517.213	34,540.041	36,622.868	37,986.978	39,367.084	40,740.528	42,112.634	43,494.074	44,799.509	46,143.616
7	32,329.200	34,412.027	36,553.531	38,745.702	40,208.488	41,653.931	43,116.712	44,562.158	46,026.275	47,405.045	48,826.492
8	34,102.672	36,304.175	38,567.020	40,881.870	42,429.993	43,956.776	45,496.897	47,019.686	48,554.470	50,013.250	51,513.368
9	36,481.522	38,836.379	41,245.895	43,731.427	45,376.883	47,018.351	48,662.480	50,298.604	51,940.070	53,500.194	55,104.317
10	38,848.378	41,357.906	43,930.106	46,578.317	48,323.782	50,070.586	51,818.731	53,573.533	55,324.337	56,980.462	58,689.930
11	41,544.587	44,223.463	46,977.016	49,807.903	51,672.050	53,536.195	55,404.340	57,281.820	59,144.634	60,920.773	62,748.916
12	44,235.468	47,081.020	50,023.923	53,033.487	55,022.980	57,012.468	59,004.622	60,999.447	62,975.598	64,866.416	66,811.902
13	47,171.694	50,215.934	53,341.509	56,556.433	58,669.932	60,795.430	62,923.596	65,043.766	67,155.929	69,173.420	71,248.250
14	50,106.589	53,344.179	56,657.772	60,075.370	62,330.214	64,579.725	66,833.236	69,092.079	71,337.592	73,472.421	75,677.927
15	53,205.503	56,637.771	60,159.378	63,786.332	66,171.853	68,568.041	70,957.559	73,347.081	75,741.934	78,014.113	80,354.296
16	56,300.412	59,926.027	63,660.989	67,494.621	70,014.820	72,549.681	75,079.214	77,611.413	80,151.612	82,558.470	85,034.663
17	59,911.361	63,767.664	67,733.307	71,810.960	74,505.835	77,199.384	79,890.257	82,595.804	85,285.347	87,848.214	90,483.093
18	63,510.306	67,607.963	71,813.626	76,135.298	78,992.854	81,850.414	84,707.970	87,566.861	90,425.748	93,136.627	95,931.513
19	67,493.285	71,844.292	76,316.644	80,910.337	83,953.242	86,984.150	90,020.387	93,067.291	96,094.190	98,977.086	101,945.319
20	71,473.597	76,081.962	80,821.000	85,686.709	88,901.632	92,119.214	95,339.472	98,558.388	101,758.640	104,812.211	107,957.788
21	75,923.278	80,827.666	86,458.776	91,028.464	94,439.399	97,859.669	101,290.606	104,701.533	108,101.801	111,342.058	114,682.319
22	80,384.966	85,573.369	90,895.120	96,370.216	99,981.167	103,604.116	107,229.733	110,842.019	114,444.966	117,879.898	121,417.516
23	85,333.354	90,845.787	96,494.224	102,306.685	106,146.981	109,983.284	113,824.921	117,669.218	121,625.528	125,273.817	129,031.445
24	90,292.409	96,120.865	102,095.997	108,239.145	112,303.466	116,369.115	120,417.433	124,484.420	128,540.740	132,393.035	136,365.349
25	95,890.538	102,080.359	108,425.948	114,949.972	119,266.281	123,584.001	127,883.314	132,202.455	136,510.266	140,601.403	144,820.002
26	101,452.189	108,001.020	114,714.653	121,617.071	126,183.725	130,751.873	135,300.545	139,870.197	144,427.861	148,756.285	153,219.561

APPENDIX C

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2017 SALARY SCHEDULE
TS (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2017

	Minimum	Midpoint	Maximum	Longevity
TS-01	56,855.120	66,381.867	75,908.614	78,185.872
TS-02	60,375.396	70,482.855	80,590.314	83,008.024
TS-03	63,889.004	74,577.843	85,266.681	87,824.682
TS-04	67,975.992	79,357.551	90,739.108	93,461.281
TS-05	72,070.980	84,138.591	96,206.204	99,092.390
TS-06	76,586.000	89,415.005	102,244.010	105,311.331
TS-07	81,109.020	94,696.086	108,283.150	111,531.644

Satisfactory or better service is required for a 3% increase below the midpoint
Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX D

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2018 SALARY SCHEDULE TA (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2018

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	22,598.170	24,057.564	25,556.402	27,094.684	28,112.038	29,122.603	30,149.481	31,160.045	32,056.352	33,140.358	34,134.593
2	24,461.517	26,036.517	27,660.487	29,318.457	30,420.142	31,519.108	32,624.878	33,722.483	34,822.810	35,868.729	36,944.576
3	26,047.404	27,727.131	29,450.384	31,218.524	32,397.737	33,563.350	34,737.124	35,914.971	37,083.305	38,193.155	39,338.360
4	27,641.444	29,413.666	31,247.086	33,124.033	34,369.890	35,603.510	36,850.727	38,095.228	39,339.722	40,523.014	41,737.586
5	29,408.225	31,296.052	33,241.004	35,236.281	36,555.585	37,880.326	39,357.402	40,520.296	41,857.277	43,112.661	44,406.121
6	31,170.922	33,167.557	35,230.842	37,355.325	38,746.717	40,154.425	41,555.338	42,954.887	44,363.955	45,695.499	47,066.489
7	32,975.784	35,100.268	37,284.602	39,520.616	41,012.658	42,487.010	43,979.046	45,453.401	46,946.801	48,353.146	49,803.022
8	34,784.726	37,030.258	39,338.360	41,699.507	43,278.593	44,835.911	46,406.835	47,960.080	49,525.559	51,013.515	52,543.636
9	37,211.152	39,613.106	42,070.813	44,606.056	46,284.421	47,958.719	49,635.730	51,304.576	52,978.872	54,570.198	56,206.403
10	39,625.346	42,185.064	44,808.709	47,509.883	49,290.257	51,071.998	52,855.106	54,645.004	56,430.824	58,120.071	59,863.728
11	42,375.479	45,107.932	47,916.556	50,804.061	52,705.491	54,606.919	56,512.427	58,427.457	60,327.526	62,139.188	64,003.894
12	45,120.177	48,022.640	51,024.401	54,094.157	56,123.440	58,152.717	60,184.715	62,219.436	64,235.110	66,163.744	68,148.140
13	48,115.127	51,220.253	54,408.339	57,687.562	59,843.331	62,011.338	64,182.068	66,344.641	68,499.048	70,556.889	72,673.215
14	51,108.721	54,411.062	57,790.927	61,276.878	63,576.818	65,871.320	68,169.901	70,473.921	72,764.344	74,941.870	77,191.486
15	54,269.613	57,770.527	61,362.565	65,062.059	67,495.290	69,939.402	72,376.710	74,814.023	77,256.773	79,574.395	81,961.382
16	57,426.420	61,124.548	64,934.209	68,844.514	71,415.116	74,000.674	76,580.798	79,163.641	81,754.644	84,209.639	86,735.356
17	61,109.588	65,043.018	69,087.973	73,247.179	75,995.952	78,743.371	81,488.062	84,247.720	86,991.054	89,605.179	92,292.754
18	64,780.512	68,960.123	73,249.899	77,658.004	80,572.711	83,487.422	86,402.129	89,318.198	92,234.263	94,999.360	97,850.143
19	68,843.150	73,281.178	77,842.977	82,528.544	85,632.307	88,723.833	91,820.794	94,928.636	98,016.074	100,956.627	103,984.225
20	72,903.069	77,603.601	82,437.420	87,400.443	90,679.665	93,961.598	97,246.261	100,529.556	103,793.813	106,908.455	110,116.944
21	77,441.743	82,444.219	88,187.951	92,849.034	96,328.187	99,816.862	103,316.418	106,795.564	110,263.837	113,568.899	116,975.965
22	81,992.665	87,284.836	92,713.022	98,297.621	101,980.791	105,676.199	109,374.328	113,058.860	116,733.865	120,237.496	123,845.866
23	87,040.021	92,662.702	98,424.108	104,352.819	108,269.920	112,182.949	116,101.419	120,022.602	124,058.038	127,779.294	131,612.074
24	92,098.257	98,043.283	104,137.917	110,403.928	114,549.535	118,696.497	122,825.782	126,974.109	131,111.555	135,040.896	139,092.656
25	97,808.348	104,121.966	110,594.467	117,248.972	121,651.606	126,055.681	130,440.980	134,846.504	139,240.471	143,413.431	147,716.402
26	103,481.233	110,161.041	117,008.947	124,049.412	128,707.400	133,366.910	138,006.556	142,667.601	147,316.418	151,731.410	156,283.953

APPENDIX D

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2018 SALARY SCHEDULE
TS (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2018

	Minimum	Midpoint	Maximum	Longevity
TS-01	57,992.223	67,709.504	77,426.786	79,749.590
TS-02	61,582.904	71,892.512	82,202.120	84,668.184
TS-03	65,166.785	76,069.399	86,972.014	89,581.175
TS-04	69,335.512	80,944.702	92,553.890	95,330.507
TS-05	73,512.400	85,821.363	98,130.328	101,074.237
TS-06	78,117.720	91,203.305	104,288.890	107,417.558
TS-07	82,731.200	96,590.008	110,448.813	113,762.277

Satisfactory or better service is required for a 3% increase below the midpoint
Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX E

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2019 SALARY SCHEDULE TA (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2019

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	23,050.134	24,538.716	26,067.530	27,636.578	28,674.279	29,705.055	30,752.470	31,783.246	32,697.479	33,803.165	34,817.284
2	24,950.747	26,557.248	28,213.697	29,904.826	31,028.545	32,149.490	33,277.375	34,396.933	35,519.267	36,586.104	37,683.467
3	26,568.352	28,281.674	30,039.392	31,842.895	33,045.692	34,234.617	35,431.866	36,633.271	37,824.971	38,957.018	40,125.128
4	28,194.273	30,001.939	31,872.028	33,786.514	35,057.288	36,315.581	37,587.742	38,857.133	40,126.516	41,333.474	42,572.338
5	29,996.389	31,921.973	33,905.825	35,941.007	37,286.696	38,637.932	40,144.550	41,330.702	42,694.423	43,974.915	45,294.243
6	31,794.341	33,830.908	35,935.459	38,102.431	39,521.652	40,957.514	42,386.445	43,813.985	45,251.234	46,609.409	48,007.818
7	33,635.300	35,802.273	38,030.294	40,311.028	41,832.911	43,336.750	44,858.627	46,362.469	47,885.737	49,320.209	50,799.082
8	35,480.420	37,770.864	40,125.128	42,533.497	44,144.165	45,732.629	47,334.972	48,919.282	50,516.070	52,033.785	53,594.508
9	37,955.375	40,405.368	42,912.229	45,498.177	47,210.109	48,917.893	50,628.444	52,330.668	54,038.449	55,661.602	57,330.531
10	40,417.852	43,028.765	45,704.883	48,460.080	50,276.062	52,093.438	53,912.208	55,737.904	57,559.440	59,282.472	61,061.003
11	43,222.989	46,010.091	48,874.887	51,820.143	53,759.601	55,699.058	57,642.676	59,596.006	61,534.077	63,381.972	65,283.972
12	46,022.581	48,983.093	52,044.889	55,176.040	57,245.909	59,315.771	61,388.409	63,463.824	65,519.812	67,487.019	69,511.103
13	49,077.430	52,244.658	55,496.506	58,841.313	61,040.198	63,251.565	65,465.710	67,671.534	69,869.029	71,968.026	74,126.679
14	52,130.896	55,499.283	58,946.746	62,502.415	64,848.355	67,188.746	69,533.299	71,883.399	74,219.631	76,440.707	78,735.315
15	55,355.006	58,925.937	62,589.817	66,363.300	68,845.196	71,338.190	73,824.244	76,310.303	78,801.908	81,165.883	83,600.609
16	58,574.948	62,347.039	66,232.893	70,221.404	72,843.418	75,480.688	78,112.414	80,746.914	83,389.737	85,893.832	88,470.063
17	62,331.780	66,343.878	70,469.732	74,712.122	77,515.871	80,318.239	83,117.824	85,932.674	88,730.875	91,397.282	94,138.609
18	66,076.122	70,339.325	74,714.897	79,211.164	82,184.165	85,157.171	88,130.172	91,104.562	94,078.948	96,899.347	99,807.146
19	70,220.013	74,746.802	79,399.837	84,179.115	87,344.953	90,498.310	93,657.210	96,827.209	99,976.395	102,975.760	106,063.910
20	74,361.130	79,155.673	84,086.168	89,148.452	92,493.258	95,840.830	99,191.186	102,540.147	105,869.689	109,046.624	112,319.283
21	78,990.578	84,093.103	89,951.710	94,706.014	98,254.751	101,813.200	105,382.746	108,931.475	112,469.113	115,840.277	119,315.484
22	83,632.519	89,030.533	94,567.282	100,263.573	104,020.406	107,789.723	111,561.814	115,320.037	119,068.543	122,642.246	126,322.783
23	88,780.822	94,515.956	100,392.591	106,439.876	110,435.319	114,426.608	118,423.447	122,423.054	126,539.199	130,334.879	134,244.315
24	93,940.222	100,004.148	106,220.675	112,612.007	116,840.526	121,070.427	125,282.297	129,513.591	133,733.786	137,741.714	141,874.510
25	99,764.515	106,204.405	112,806.356	119,593.951	124,084.639	128,576.794	133,049.800	137,543.434	142,025.281	146,281.700	150,670.730
26	105,550.858	112,364.261	119,349.125	126,530.400	131,281.548	136,034.248	140,766.687	145,520.953	150,262.746	154,766.039	159,409.632

APPENDIX E

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2019 SALARY SCHEDULE
TS (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2019

	Minimum	Midpoint	Maximum	Longevity
TS-01	59,152.067	69,063.694	78,975.322	81,344.581
TS-02	62,814.562	73,330.362	83,846.163	86,361.548
TS-03	66,470.120	77,590.787	88,711.455	91,372.799
TS-04	70,722.222	82,563.596	94,404.968	97,237.117
TS-05	74,982.648	87,537.791	100,092.934	103,095.722
TS-06	79,680.074	93,027.371	106,374.668	109,565.909
TS-07	84,385.824	98,521.808	112,657.789	116,037.523

Satisfactory or better service is required for a 3% increase below the midpoint
Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX F

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2020 SALARY SCHEDULE TA (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2020

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	23,626.387	25,152.183	26,719.219	28,327.492	29,391.136	30,447.681	31,521.282	32,577.827	33,514.916	34,648.244	35,687.717
2	25,574.516	27,221.179	28,919.039	30,652.447	31,804.259	32,953.227	34,109.310	35,256.856	36,407.248	37,500.757	38,625.554
3	27,232.560	28,988.716	30,790.376	32,638.967	33,871.834	35,090.483	36,317.663	37,549.102	38,770.595	39,930.944	41,128.256
4	28,899.129	30,751.988	32,668.828	34,631.177	35,933.720	37,223.470	38,527.435	39,828.561	41,129.679	42,366.811	43,636.646
5	30,746.299	32,720.022	34,753.470	36,839.532	38,218.864	39,603.880	41,148.163	42,363.970	43,761.783	45,074.288	46,426.599
6	32,589.199	34,676.681	36,833.845	39,054.992	40,509.693	41,981.452	43,446.106	44,909.334	46,382.515	47,774.644	49,208.014
7	34,476.183	36,697.330	38,981.051	41,318.804	42,878.734	44,420.169	45,980.093	47,521.531	49,082.880	50,553.214	52,069.059
8	36,367.431	38,715.135	41,128.256	43,596.835	45,247.769	46,875.945	48,518.346	50,142.264	51,778.972	53,334.630	54,934.371
9	38,904.260	41,415.503	43,985.035	46,635.631	48,390.362	50,140.840	51,894.155	53,638.934	55,389.410	57,053.142	58,763.794
10	41,428.299	44,104.484	46,847.505	49,671.583	51,532.964	53,395.774	55,260.013	57,131.351	58,998.426	60,764.534	62,587.528
11	44,303.563	47,160.343	50,096.759	53,115.646	55,103.591	57,091.534	59,083.743	61,085.906	63,072.429	64,966.522	66,916.071
12	47,173.146	50,207.670	53,346.012	56,555.441	58,677.057	60,798.666	62,923.119	65,050.420	67,157.807	69,174.195	71,248.880
13	50,304.366	53,550.775	56,883.919	60,312.346	62,566.203	64,832.854	67,102.352	69,363.322	71,615.754	73,767.227	75,979.846
14	53,434.168	56,886.766	60,420.415	64,064.976	66,469.564	68,868.465	71,271.632	73,680.484	76,075.122	78,351.725	80,703.698
15	56,738.881	60,399.086	64,154.562	68,022.382	70,566.326	73,121.644	75,669.850	78,218.061	80,771.956	83,195.030	85,690.625
16	60,039.322	63,905.715	67,888.715	71,976.939	74,664.504	77,367.705	80,065.225	82,765.587	85,474.480	88,041.178	90,681.815
17	63,890.074	68,002.475	72,231.476	76,579.926	79,453.768	82,326.195	85,195.769	88,080.991	90,949.146	93,682.214	96,492.075
18	67,728.025	72,097.808	76,582.769	81,191.443	84,238.770	87,286.100	90,333.426	93,382.176	96,430.922	99,321.831	102,302.325
19	71,975.514	76,615.472	81,384.833	86,283.593	89,528.577	92,760.767	95,998.640	99,247.889	102,475.805	105,550.154	108,715.508
20	76,220.159	81,134.565	86,188.323	91,377.163	94,805.590	98,236.851	101,670.966	105,103.650	108,516.432	111,772.790	115,127.265
21	80,965.343	86,195.431	92,200.503	97,073.665	100,711.120	104,358.530	108,017.315	111,654.762	115,280.841	118,736.284	122,298.371
22	85,723.332	91,256.297	96,931.465	102,770.162	106,620.917	110,484.466	114,350.859	118,203.038	122,045.256	125,708.303	129,480.853
23	91,000.342	96,878.855	102,902.405	109,100.872	113,196.202	117,287.274	121,384.034	125,483.631	129,702.679	133,593.251	137,600.423
24	96,288.727	102,504.252	108,876.192	115,427.307	119,761.539	124,097.188	128,414.355	132,751.431	137,077.130	141,185.257	145,421.372
25	102,258.628	108,859.515	115,626.515	122,583.800	127,186.755	131,791.214	136,376.045	140,982.020	145,575.913	149,938.742	154,437.498
26	108,189.629	115,173.368	122,332.854	129,693.660	134,563.586	139,435.105	144,285.855	149,158.977	154,019.315	158,635.190	163,394.873

APPENDIX F

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2020 SALARY SCHEDULE
TS (LOCAL 2)

Approved: July 20, 2018
Effective Date: July 1, 2020

	Minimum	Midpoint	Maximum	Longevity
TS-01	60,630.869	70,790.287	80,949.705	83,378.196
TS-02	64,384.926	75,163.621	85,942.317	88,520.586
TS-03	68,131.873	79,530.557	90,929.241	93,657.119
TS-04	72,490.278	84,627.686	96,765.092	99,668.045
TS-05	76,857.214	89,726.235	102,595.258	105,673.115
TS-06	81,672.076	95,353.055	109,034.035	112,305.057
TS-07	86,495.470	100,984.853	115,474.234	118,938.461

Satisfactory or better service is required for a 3% increase below the midpoint
Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX G

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2021 SALARY SCHEDULE TA (LOCAL 2)

Approved: July 20, 2018
Effective Date: January 1, 2021

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	24,335.179	25,906.749	27,520.795	29,177.317	30,272.870	31,361.112	32,466.920	33,555.162	34,520.364	35,687.691	36,758.348
2	26,341.751	28,037.814	29,786.610	31,572.020	32,758.386	33,941.824	35,132.589	36,314.562	37,499.466	38,625.779	39,784.321
3	28,049.537	29,858.377	31,714.088	33,618.136	34,887.989	36,143.197	37,407.193	38,675.575	39,933.713	41,128.872	42,362.103
4	29,766.103	31,674.547	33,648.893	35,670.112	37,011.732	38,340.174	39,683.258	41,023.418	42,363.569	43,637.815	44,945.746
5	31,668.688	33,701.623	35,796.074	37,944.718	39,365.430	40,791.997	42,382.608	43,634.889	45,074.637	46,426.516	47,819.397
6	33,566.875	35,716.981	37,938.860	40,226.642	41,724.984	43,240.895	44,749.489	46,256.614	47,773.990	49,207.883	50,684.254
7	35,510.468	37,798.250	40,150.482	42,558.368	44,165.096	45,752.774	47,359.495	48,947.177	50,555.367	52,069.811	53,631.131
8	37,458.454	39,876.589	42,362.103	44,904.740	46,605.202	48,282.223	49,973.896	51,646.531	53,332.341	54,934.669	56,582.402
9	40,071.387	42,657.968	45,304.586	48,034.700	49,842.073	51,645.065	53,450.980	55,248.102	57,051.093	58,764.736	60,526.708
10	42,671.148	45,427.619	48,252.930	51,161.730	53,078.953	54,997.647	56,917.813	58,845.292	60,768.379	62,587.470	64,465.154
11	45,632.670	48,575.153	51,599.662	54,709.116	56,756.699	58,804.280	60,856.255	62,918.483	64,964.602	66,915.517	68,923.554
12	48,588.340	51,713.900	54,946.392	58,252.104	60,437.368	62,622.626	64,810.813	67,001.933	69,172.542	71,249.421	73,386.347
13	51,813.497	55,157.298	58,590.436	62,121.716	64,443.189	66,777.840	69,115.423	71,444.222	73,764.227	75,980.244	78,259.241
14	55,037.193	58,593.368	62,233.027	65,986.925	68,463.651	70,934.519	73,409.780	75,890.899	78,357.375	80,702.277	83,124.809
15	58,441.047	62,211.058	66,079.199	70,063.054	72,683.316	75,315.294	77,939.946	80,564.602	83,195.114	85,690.881	88,261.343
16	61,840.502	65,822.886	69,925.377	74,136.247	76,904.439	79,688.736	82,467.181	85,248.554	88,038.715	90,682.413	93,402.269
17	65,806.776	70,042.549	74,398.420	78,877.323	81,837.381	84,795.980	87,751.642	90,723.421	93,677.621	96,492.681	99,386.837
18	69,759.866	74,260.743	78,880.252	83,627.187	86,765.933	89,904.683	93,043.429	96,183.641	99,323.850	102,301.486	105,371.395
19	74,134.779	78,913.936	83,826.377	88,872.101	92,214.434	95,543.590	98,878.600	102,225.326	105,550.080	108,716.658	111,976.973
20	78,506.763	83,568.602	88,773.972	94,118.478	97,649.757	101,183.956	104,721.095	108,256.760	111,771.925	115,125.974	118,581.083
21	83,394.303	88,781.294	94,966.518	99,985.874	103,732.453	107,489.286	111,257.834	115,004.405	118,739.266	122,298.373	125,967.323
22	88,295.032	93,993.985	99,839.408	105,853.267	109,819.544	113,799.000	117,781.385	121,749.129	125,706.614	129,479.552	133,365.278
23	93,730.352	99,785.221	105,989.478	112,373.899	116,592.088	120,805.892	125,025.555	129,248.140	133,593.759	137,601.049	141,728.436
24	99,177.389	105,579.380	112,142.478	118,890.126	123,354.386	127,820.103	132,266.785	136,733.974	141,189.444	145,420.814	149,784.013
25	105,326.387	112,125.301	119,095.311	126,261.314	131,002.357	135,744.950	140,467.326	145,211.480	149,943.190	154,436.905	159,070.623
26	111,435.318	118,628.569	126,002.839	133,584.470	138,600.494	143,618.158	148,614.430	153,633.746	158,639.895	163,394.245	168,296.719

APPENDIX G

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2021 SALARY SCHEDULE
TS (LOCAL 2)

Approved: July 20, 2018
Effective Date: January 1, 2021

	Minimum	Midpoint	Maximum	Longevity
TS-01	62,449.795	72,913.995	83,378.196	85,879.542
TS-02	66,316.474	77,418.530	88,520.586	91,176.204
TS-03	70,175.829	81,916.474	93,657.118	96,466.832
TS-04	74,664.986	87,166.516	99,668.045	102,658.086
TS-05	79,162.931	92,418.022	105,673.115	108,843.309
TS-06	84,122.238	98,213.647	112,305.056	115,674.209
TS-07	89,090.334	104,014.399	118,938.461	122,506.615

Satisfactory or better service is required for a 3% increase below the midpoint
Satisfactory or better service is required for a 1.5% increase above the midpoint

APPENDIX H - 1
Effective July 1, 2016 through July 19, 2018
INSURANCE PREMIUM PERCENTAGE OBLIGATIONS*

FULL-TIME EMPLOYEE:

	CIGNA (Closed Plan)			CIGNA Open Access			UHC			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	15%	15%	15%	19%	19%	19%	19%	19%	19%	18%	18%	18%
WMATA	85%	85%	85%	81%	81%	81%	81%	81%	81%	82%	82%	82%

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

	CIGNA (Closed Indemnity)			CIGNA Open Access			UHC			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	25%	29%	32%	25%	29%	32%	25%	29%	32%	25%	29%	32%
WMATA	75%	71%	68%	75%	71%	68%	75%	71%	68%	75%	71%	68%

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

	CIGNA (Closed Indemnity)			CIGNA Open Access			UHC			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	55%	60%	60%	50%	52%	55%	50%	52%	55%	50%	52%	55%
WMATA	45%	40%	40%	50%	48%	45%	50%	48%	45%	50%	48%	45%

APPENDIX H - 2
Effective July 20, 2018 through December 31, 2018
INSURANCE PREMIUM PERCENTAGE OBLIGATIONS*

FULL-TIME EMPLOYEE:

	CIGNA (Closed Plan)			CIGNA Open Access			UHC			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	22%	22%	22%	22%	22%	22%	22%	22%	22%	22%	22%	22%
WMATA	78%	78%	78%	78%	78%	78%	78%	78%	78%	78%	78%	78%

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

	CIGNA (Closed Plan)			CIGNA Open Access			UHC			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	36%	40%	40%	25%	29%	32%	25%	29%	32%	25%	29%	32%
WMATA	64%	60%	60%	75%	71%	68%	75%	71%	68%	75%	71%	68%

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

	CIGNA (Closed Plan)			CIGNA Open Access			UHC			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	55%	60%	60%	50%	52%	55%	50%	52%	55%	50%	52%	55%
WMATA	45%	40%	40%	50%	48%	45%	50%	48%	45%	50%	48%	45%

APPENDIX H - 3
Effective January 1, 2019 through December 31, 2019
INSURANCE PREMIUM PERCENTAGE OBLIGATIONS*

FULL-TIME EMPLOYEE:

	CIGNA Open Access			UHC			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	24%	24%	24%	24%	24%	24%	24%	24%	24%
WMATA	76%	76%	76%	76%	76%	76%	76%	76%	76%

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

	CIGNA Open Access			UHC			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	25%	29%	32%	25%	29%	32%	25%	29%	32%
WMATA	75%	71%	68%	75%	71%	68%	75%	71%	68%

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

	CIGNA Open Access			UHC			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	50%	52%	55%	50%	52%	55%	50%	52%	55%
WMATA	50%	48%	45%	50%	48%	45%	50%	48%	45%

APPENDIX H - 4
Effective January 1, 2020 through June 30, 2021
INSURANCE PREMIUM PERCENTAGE OBLIGATIONS*

FULL-TIME EMPLOYEE:

	UHC PPO			UHC HMO			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	25%	25%	25%	25%	25%	25%	25%	25%	25%
WMATA	75%	75%	75%	75%	75%	75%	75%	75%	75%

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

	CIGNA Open Access			Optimum Choice			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	25%	29%	32%	25%	29%	32%	25%	29%	32%
WMATA	75%	71%	68%	75%	71%	68%	75%	71%	68%

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

	CIGNA Open Access			Optimum Choice			KP		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	55%	60%	60%	50%	52%	55%	50%	52%	55%
WMATA	45%	40%	40%	50%	48%	45%	50%	48%	45%

APPENDIX I

COMPREHENSIVE DENTAL EXPENSE BENEFITS

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

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

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

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

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

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

Endodontics – Procedures for pulpal therapy and root canal filling.

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

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

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

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

Simple Extraction – Routine removal of teeth

Bridge Recementation – Recementation of existing bridge- work.

Complete Denture Adjustments – Adjustments to dentures

Oral Surgery – services are not covered under WMATA’s Dental Plan; however, they are covered under the CIGNA Medical Plan.

For participants in the HMO Medical Plans (Kaiser and Optimum Choice), coverage is through the Delta Dental Plan on an

exception basis at 75%. Maximum benefit \$1,500 per person based on a calendar year. Contact the Benefits Office to arrange for exception based coverage.

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

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

APPENDIX J

LOCAL 2 - HEALTH AND WELFARE PLAN INCREASES

(In Network)	CIGNA POS	KAISER HMO	UNITED HEALTH HMO
Primary Medical Plan (Individual Pays)			
Deductible	\$50	None	\$50
Coinsurance %	Employee pays 0%	Employee pays 0%	Employee pays 0%
Out-of-Pocket Maximum	\$1,000	\$1,000	\$1,000
Office Visit Copay PCP	\$15	\$10	\$15
All Inpatient and Outpatient (except OP physicians, urgent care and ER)	\$0	\$0	\$0
Emergency Room	\$50	\$50	\$50
Prescription Drugs (individual Pays)			
Deductible	None	None	None
Out-of-Pocket Maximum*	\$1,500	\$1,500	\$1,500
Retail Generic	\$10	Same as Cigna, if OK with Kaiser. If not, comparable increases compatible with Kaiser designs.	\$10 Tier 1
Retail Preferred Brand	\$15		\$15 Tier 2
Retail Non-Preferred Brand	\$25		\$25 Tier 3
Mail Order Generic	\$20	Same as Cigna, if OK with Kaiser. If not, comparable increases compatible with Kaiser designs.	\$20 Tier 1
Mail Order Preferred Brand	\$30		\$30 Tier 2
Mail Order Non-Preferred Brand	\$50		\$50 Tier 3

* Out-of-Pocket-Max Family = \$3,000

LETTER OF UNDERSTANDING

August __, 2020

Edith Lowden
Chief Shop Steward
Local 2, OPEIU
8555 16th Street, Suite 550
Silver Spring, MD 20910

Re: *Existing Letters of Understanding*

Dear Ms. Lowden:

This letter will confirm the parties’ agreement to continue the letters of understanding (LOUs) identified below (copies of which are attached to this letter). These LOUs will remain in effect for the duration of the collective bargaining agreement effective from July 1, 2016, through June 30, 2021.

<u>Subject Matter of Letter of Understanding</u>	<u>Date of Letter</u>
Health Benefit Plan Analysis	July 14, 2006
Article IV, Section 4 – Bulletin Boards	August 21, 2006
Article V – Management Rights Physical Examinations	August 7, 2002
Split Shifts	August 7, 2002
Promotion Pay Guarantees	August 7, 2002
Article XVIII – Medical Insurance – Cost Containment	August 7, 2002
Deferred Compensation Plan	August 7, 2002
Emergency Work	August 7, 2002
Eligibility for Awards	August 7, 2002
Flex-time or Alternate Work Schedule (AWS) Programs	August 7, 2002
Work at Home	August 7, 2002
Market Adjustment Supplement	August 7, 2002
Family Medical Leave	August 7, 2002

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

Sincerely,

Winston Ellis, Esquire
Vice President & Chief Labor Relations Officer

I Concur:

Edith Lowden
Chief Shop Steward
Local 2, OPEIU

Date

Attachments

LETTER OF UNDERSTANDING

July 14, 2006

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

Re: *Health Benefit Plan Analysis*

Dear Mr. O'Connor:

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

If you agree with the foregoing, please sign below.

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

I Concur:

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

LETTER OF UNDERSTANDING

August 21, 2006

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

Re: Article IV – Section 4 – Bulletin Boards

Dear Mr. O'Connor:

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

Sincerely,

Richard Froelke
Director, Office of Employee and Labor Relations

I Concur:

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

(Date)

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: Article V – Management Rights Physical Examinations

Dear Mr. O'Connor:

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

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

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Split Shifts*

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Promotion Pay Guarantees*

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: Article XVIII – Medical Insurance – Cost Containment

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

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

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Emergency Work*

Dear Mr. O'Connor:

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

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

I believe the foregoing represents the parties' understanding.

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: Eligibility for Awards

Dear Mr. O'Connor:

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

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

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

I believe the foregoing represents the parties' understanding.

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

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

Dear Mr. O'Connor:

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

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

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

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

I believe the foregoing represents the parties' understanding.

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Work at Home*

Dear Mr. O'Connor:

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

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

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Market Adjustment Supplement*

Dear Mr. O'Connor:

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

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

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Family Medical Leave*

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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