

AGREEMENT

between

WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY

and

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

Effective from July 1, 2004

to

June 30, 2008



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

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**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 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 consecutive 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 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 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 or customarily performed by the bargaining unit shall not be subcontracted by

the Authority to any outside source or agency except after consultation with the Union and after reasonable efforts to minimize the impact or necessity of any layoff. It is agreed that this section shall not apply to existing subcontracting arrangements and their renewals or to subcontracting arrangements which occasion no layoff of bargaining unit personnel.

- (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 that 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 percent (5%) of Union-represented employees submit such authorizations.

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 this 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, October and July, 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 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). 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.

In the event a vacancy becomes available in a classification assigned to different locations in the Office of Procurement and Materials (PRMT), the Authority may either transfer a successor to the vacancy or shall circulate among those employees in the affected classification a notice of vacancy and provide a reasonable opportunity to request reassignment. If the Authority elects to transfer an employee as provided herein, the resulting location vacancy shall be circulated. Location assignments shall be made in accordance with expressed location preferences, seniority within the class code within the office, relative

ability to perform the available work and the needs of the office. Only two vacancies in the same chain shall be filled by the circulation process; all succeeding vacancies shall be subject to the posting process.

- (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 an 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 e-mail 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 train-

ing 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.

- (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.

Part-time employees may displace only other part-time employees under section 4, above. A part-time employee may not displace a full-time employee.

A full-time employee affected by a reduction in force will be permitted to displace a part-time employee. If a

- full-time employee displaces a part-time employee, the full-time employee will assume part-time 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 de-

ducted 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, phonemail, 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 employee's 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 the Assistant Chief Shop Steward 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 work-week 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) alternate 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:

- (a) Work in excess of the normal work week hours or the normal work day hours established in the preceding section shall be paid at the rate of one and one-half (1.5) times the employee's basic hourly rate, provided that the employee has been in pay status for all regular hours scheduled for that work week or work day. This overtime premium shall be paid to employees in Grades L2TA-18, L2TS-5 and below. 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.

- (b) Employees in Grades L2TA-19 or L2TS-6 and above will not be eligible for additional compensation for hours worked in excess of the normal work day or work week except as otherwise provided elsewhere in this agreement.
- (3) Compensatory time may be granted to employees below the grade of L2TA-19 or L2TS-6 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. Employees L2TA-19 and L2TS- 6 and above will accrue compensatory time off on an hour for hour basis for each hour actually 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 as of December 31 of each year will be carried over and any remaining hours shall be paid to the employee in a lump sum by separate check to be issued prior to January 31 of the next year. 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. 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.
- (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.

- (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.

ARTICLE XII – WAGES, WORK DEFINITION AND CLASSIFICATION

- (1) The TA and TS wage schedules effective July 1, 2004, July 1, 2005, July 1, 2006, December 31, 2006, July 1, 2007 and December 31, 2007 shall be as indicated in Appendices B, C, D, E, F. and G. These wage schedules reflect an adjustment of 2.3% effective July 1, 2004, 2.3% effective July 1, 2005, 2.0% effective July 1, 2006, 1.0% effective December

31, 2006, 2.0% effective July 1, 2007 and 1.0% effective December 31, 2007.

The TA and TS wage schedules contained in Appendices B and C (effective July 1, 2004 and July 1, 2005) are included solely for purposes of determining wages payable as of July 1, 2006. Except as otherwise provided in the fourth paragraph of this Section (1) and in Article XIX, the wage schedules contained in Appendices B and C (and the 2.3% adjustments as of July 1, 2004 and 2005) shall not be taken into account in computing the amount of any compensation or benefits payable for any period prior to July 1, 2006.

All wage adjustments shall be made effective with the beginning of the pay period in which the adjustment falls.

Each employee who is classified as an active employee on the date that the Board of Directors approves the 2004-2008 contract in open session shall be entitled to receive a lump sum payment for FY 2005 and FY 2006. This lump sum payment reflects the only compensation payable to an employee for any period prior to July 1, 2006 and shall be calculated as follows:

- a lump sum payment equal to 1.5% of the employee's base salary on July 1, 2004, as determined under Appendix B (i.e., after taking into account the 2.3% adjustment made to the TA and TS wage schedules effective July 1, 2004), plus
- a lump sum payment equal to 1.5% of the employee's base salary on July 1, 2005, as determined under Appendix C (i.e., after taking into account the 2.3% adjustments made to the TA and TS wage schedules effective July 1, 2004 and July 1, 2005).

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.
- (3) Longevity: A three (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 mis-classification. 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), 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 timely to pay the em-

ployee contribution, the Authority may terminate the benefit.

- (c) An employee on LWOP does not accrue annual leave 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 ap-

plication 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 one year 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.

(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 the 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 request that the employee provide a doctor's certificate if use of sick leave 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 Work-

ers 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 two (2) 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 (8) (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 participation 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 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 ten (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 H.

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.

- (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 shall be revised to provide 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). 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.
- (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
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 treat-

ment 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 one (1) of the two employee representative trustees to serve on the Board of Trustees constituted pursuant to the WMATA Retirement 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 the effective date of the DCP. 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. 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 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 shall be eligible for the life insurance and 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.
- (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 with 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 of 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 provisions, 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 term 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.
- (7) Confidential Personnel File Data
If the Authority chooses to solicit and maintain information relating to confidential pre-employment inquiries, the information will be placed under seal at the conclusion of the employee’s probationary period. Such information will

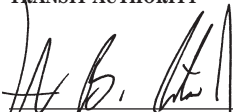
be exempt from employee review pursuant to Article IX, provided that the information is not used in conjunction with any post-probationary employment or promotion decision at the Authority. In the event such information is used following the probationary term, the information will be disclosed, upon 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 delivery to Local 2.

ARTICLE XXIII – DURATION

This Agreement shall be in full force and effect until June 30, 2008 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty days prior to any expiration date of an intent to modify the Agreement.

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY



John B. Catoe, Jr.
General Manager



Adrian C. Hendricks
Acting Assistant
General Manager
Human Capital

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



Dan Dyer
President



Thomas L. O'Connor
Chief Shop Steward &
Executive Board Member

**APPENDIX B
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SALARY SCHEDULES STEPS
TA (LOCAL 2) GRADE EMPLOYEES**

APPROVED: SEPTEMBER 21, 2006
EFFECTIVE: JUNE 26, 2004

	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	16,997,146	18,094,824	19,222,170	20,379,183	21,144,386	21,904,477	22,676,841	23,437,038	24,111,087	24,926,419	25,674,230
2	18,398,656	19,593,288	20,804,751	22,051,788	22,880,419	23,707,002	24,538,703	25,364,262	26,191,870	26,978,556	27,787,750
3	19,901,475	20,854,878	22,151,019	23,462,869	24,367,861	25,244,571	26,128,420	27,013,336	27,891,559	28,726,864	29,598,229
4	20,700,428	22,123,397	23,902,400	24,914,142	25,851,209	26,818,071	27,717,152	28,653,208	29,589,253	30,479,261	31,392,800
5	22,119,306	23,539,230	25,002,120	26,502,861	27,495,172	28,491,573	29,602,550	30,477,217	31,482,824	32,427,055	33,399,928
6	23,445,115	24,946,878	26,498,770	28,096,694	29,161,322	30,202,029	31,255,719	32,309,239	33,368,213	34,369,731	35,400,916
7	24,802,635	26,400,561	28,043,500	29,725,313	30,847,543	31,956,473	33,078,704	34,187,638	35,310,883	36,368,672	37,459,192
8	26,163,228	27,852,197	29,588,229	31,364,157	32,551,861	33,723,195	34,904,760	36,073,027	37,250,489	38,369,661	39,520,535
9	27,984,063	29,754,875	31,643,436	33,550,310	34,812,689	36,072,003	37,333,762	38,588,583	39,847,887	41,044,807	42,275,475
10	29,804,063	31,729,863	33,702,735	35,734,413	37,073,519	38,413,649	39,754,804	41,101,072	42,444,269	43,714,835	45,026,321
11	31,872,588	33,927,795	36,040,290	38,212,120	39,642,273	41,072,427	42,505,650	43,948,035	45,375,166	46,737,801	48,140,334
12	33,037,002	36,120,084	38,377,847	40,686,756	42,213,074	43,739,369	45,267,750	46,988,157	48,314,243	49,835,800	51,257,415
13	36,189,646	38,525,157	40,923,069	43,389,622	45,010,978	46,941,641	48,274,344	49,900,917	51,521,348	53,069,149	54,660,938
14	38,441,270	40,925,116	43,467,271	46,089,219	47,819,111	49,544,912	51,273,784	53,008,745	54,729,478	56,387,269	58,059,341
15	40,818,722	43,451,924	46,153,667	48,936,227	50,783,376	52,604,705	54,437,922	56,271,138	58,108,446	59,851,639	61,647,004
16	43,193,106	45,974,643	48,840,057	51,781,191	53,714,661	55,659,382	57,600,015	59,542,692	61,491,507	63,338,022	65,237,734
17	45,963,392	48,921,906	51,864,308	55,062,642	57,160,124	59,226,566	61,290,998	63,366,666	65,300,056	67,396,263	69,417,713
18	48,724,487	51,863,148	55,094,690	58,410,232	60,802,519	62,794,811	64,987,098	67,180,409	69,373,721	71,453,480	73,597,688
19	51,780,167	55,119,216	58,549,358	62,073,593	64,408,079	66,733,362	69,062,731	71,400,289	73,722,494	75,934,221	78,211,419
20	54,833,823	58,369,311	62,005,053	65,737,979	68,204,432	70,672,932	73,143,478	75,612,995	78,068,199	80,410,869	82,834,125
21	58,247,573	62,010,168	66,330,297	69,836,118	72,452,952	75,076,948	77,709,126	80,325,960	82,934,610	85,420,501	87,983,115
22	61,070,532	65,651,024	69,733,817	73,934,256	76,704,539	79,484,030	82,265,567	85,036,875	87,801,020	90,436,269	93,150,289
23	65,466,868	69,695,968	74,029,384	78,488,652	81,434,892	84,378,064	87,325,327	90,274,634	93,309,877	96,108,806	98,991,619
24	69,271,422	73,742,955	78,327,017	83,039,878	86,158,082	89,277,209	92,393,038	95,503,188	98,615,154	101,570,600	104,618,118

One year of satisfactory service is required to reach steps 2-5.
Two years of satisfactory service are required to reach steps 6-10.

**APPENDIX B
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SALARY SCHEDULES - STEPS
TS (LOCAL 2) GRADE EMPLOYEES**

APPROVED: SEPTEMBER 21, 2006
EFFECTIVE: JUNE 26, 2004

	Minimum	Midpoint	Maximum	Longevity
TS-01	43,618.674	50,927.488	58,236.321	59,983.411
TS-02	46,319.394	54,073.734	61,828.074	63,682.916
TS-03	49,014.999	57,215.367	65,415.735	67,378.207
TS-04	52,150.494	60,882.311	69,614.127	71,702.551
TS-05	55,292.127	64,550.277	73,808.427	76,022.680
TS-06	58,756.005	67,056.000	78,440.571	80,793.788
TS-07	62,226.021	71,016.000	83,073.738	85,565.950

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
SALARY SCHEDULES STEPS
TA (LOCAL 2) GRADE EMPLOYEES

APPROVED: SEPTEMBER 21, 2006
 EFFECTIVE: JUNE 25, 2005

	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	17,388.080	18,511.005	19,664.280	20,847.904	21,630.707	22,408.279	23,198.407	23,975.981	24,685.642	25,489.727	26,284.737
2	18,821.825	20,033.703	21,263.259	22,558.979	23,406.669	24,252.263	25,103.093	25,947.840	26,794.283	27,589.064	28,428.868
3	20,042.079	21,334.541	22,604.992	24,020.979	24,928.322	25,825.196	26,728.352	27,634.840	28,533.613	29,387.562	30,288.758
4	21,268.607	22,632.236	24,042.956	25,487.167	26,445.787	27,394.990	28,354.656	29,312.232	30,269.805	31,180.284	32,114.835
5	22,628.050	24,080.632	25,577.169	27,112.428	28,127.561	29,146.878	30,283.408	31,178.163	32,206.929	33,172.877	34,168.126
6	23,984.353	25,520.656	27,108.243	28,742.918	29,813.519	30,896.676	31,974.600	33,051.473	34,135.682	35,160.236	36,215.137
7	25,373.096	27,007.773	28,688.499	30,408.994	31,557.037	32,691.473	33,839.514	34,973.954	36,123.402	37,205.152	38,320.753
8	26,764.980	28,492.797	30,268.758	32,085.532	33,300.554	34,486.629	35,707.569	36,902.707	38,107.261	39,252.162	40,429.808
9	28,631.987	30,480.158	32,371.234	34,321.868	35,613.380	36,901.660	38,192.029	39,476.120	40,764.399	41,988.837	43,247.812
10	30,489.576	32,469.144	34,477.897	36,586.305	37,926.209	39,297.162	40,669.165	42,046.397	43,420.488	44,720.276	46,061.927
11	32,605.658	34,708.134	36,869.217	39,090.999	40,564.047	42,017.093	43,483.280	44,956.794	46,418.795	47,812.770	49,247.562
12	34,717.554	36,950.846	39,200.538	41,622.551	43,183.975	44,745.394	46,308.908	47,874.514	49,425.470	50,909.450	52,436.337
13	37,022.008	39,411.236	41,864.298	44,387.481	46,046.231	47,714.398	49,384.657	51,048.639	52,706.339	54,289.739	55,918.140
14	39,325.420	41,866.393	44,467.018	47,149.270	48,918.950	50,684.445	52,453.081	54,225.900	55,988.256	57,663.746	59,394.705
15	41,757.554	44,451.319	47,215.202	50,061.761	51,934.003	53,814.614	55,689.993	57,565.375	59,444.941	61,228.226	63,064.686
16	44,186.548	47,032.060	49,963.368	52,972.160	54,950.099	56,939.548	58,924.815	60,912.173	62,905.811	64,794.797	66,738.202
17	47,020.549	50,047.111	53,159.486	56,359.774	58,474.806	60,588.797	62,700.690	64,824.100	66,934.947	68,969.316	71,014.320
18	49,845.130	53,061.115	56,361.868	59,753.667	61,996.377	64,239.092	66,481.800	68,725.558	70,969.316	73,096.910	75,290.434
19	52,971.110	56,385.935	59,895.993	63,431.170	65,889.465	68,268.227	70,651.173	73,042.462	75,416.110	77,690.707	80,010.282
20	56,095.001	59,711.806	63,436.402	67,442.349	69,773.135	72,208.409	74,825.778	77,352.099	79,863.767	82,280.319	84,729.080
21	59,587.267	63,436.402	67,442.349	71,442.349	73,719.369	76,003.718	78,486.436	81,132.163	84,157.675	86,982.723	89,820.444
22	63,088.955	67,160.997	71,337.694	75,634.744	78,468.743	81,312.163	84,157.675	86,982.723	89,820.444	92,516.303	95,292.746
23	66,972.625	71,298.975	75,732.070	80,263.882	83,307.884	86,316.759	89,333.810	92,350.951	95,456.004	98,319.308	101,268.426
24	70,864.665	75,439.044	80,128.538	84,949.898	88,139.719	91,330.584	94,507.848	97,699.762	100,883.303	103,906.723	107,024.334

1st year of satisfactory service is required to reach steps 2-5,
 10 years of satisfactory service are required to reach steps 6-10.

**APPENDIX C
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SALARY SCHEDULES - STEPS
TS (LOCAL 2) GRADE EMPLOYEES**

APPROVED: SEPTEMBER 21, 2006
EFFECTIVE: JUNE 25, 2005

	Minimum	Midpoint	Maximum	Longevity
TS-01	44,621.904	52,098.830	59,575.756	61,363.029
TS-02	47,384.740	55,317.430	63,250.120	65,147.624
TS-03	50,142.344	58,531.320	66,920.297	68,927.906
TS-04	53,349.955	62,282.604	71,215.252	73,351.710
TS-05	56,553.846	66,034.933	75,506.021	77,771.202
TS-06	60,107.393	70,176.049	80,244.704	82,652.045
TS-07	63,657.219	74,320.827	84,984.434	87,533.967

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
SALARY SCHEDULES STEPS
TA (LOCAL 2) GRADE EMPLOYEES**

APPROVED: SEPTEMBER 21, 2006
EFFECTIVE: JUNE 24, 2006

	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	17,735,841	18,881,224	20,057,565	21,264,863	22,063,320	22,856,445	23,682,374	24,465,502	25,158,955	26,008,722	28,790,032
2	19,198,261	20,434,378	21,708,925	23,010,158	23,874,802	24,737,308	25,605,156	26,466,583	27,330,168	28,195,044	28,995,406
3	20,442,921	21,761,232	23,113,701	24,501,389	25,426,888	26,341,700	27,262,919	28,187,336	29,104,284	29,975,334	30,874,134
4	21,693,980	23,084,882	24,523,814	25,996,911	26,874,703	27,942,880	28,921,749	29,898,476	30,875,202	31,603,890	32,757,132
5	23,080,611	24,562,245	26,085,713	27,654,678	28,690,112	29,729,819	30,889,076	31,801,756	32,851,067	33,636,336	34,851,488
6	24,464,039	26,031,069	27,650,407	29,317,776	30,408,790	31,514,609	32,614,093	33,712,559	34,818,397	35,863,441	36,939,439
7	25,800,281	27,547,929	29,262,269	31,017,174	32,188,178	33,345,302	34,516,305	35,673,433	36,845,504	37,949,254	39,087,167
8	29,204,625	31,086,761	33,019,660	35,008,407	36,326,647	37,639,694	38,955,870	40,265,642	41,579,686	42,826,614	44,112,767
9	31,096,368	33,106,327	35,167,454	37,287,430	38,684,734	40,093,106	41,482,549	42,887,325	44,288,897	45,614,683	46,983,165
10	33,257,771	35,402,297	37,606,602	39,872,818	41,365,128	42,857,435	44,352,945	45,855,929	47,347,170	48,769,024	50,232,513
11	40,111,929	42,703,721	44,701,584	46,275,231	47,957,329	49,689,133	50,372,349	52,069,612	53,760,487	55,376,535	57,036,502
12	42,592,705	45,340,345	48,159,505	51,062,956	52,972,682	54,900,907	56,803,793	58,716,682	60,633,840	62,462,790	64,326,163
13	45,070,278	47,972,701	50,962,655	54,031,602	56,049,102	58,078,338	60,103,111	62,130,416	64,163,927	66,090,693	68,072,965
14	47,960,960	51,048,054	54,222,677	57,486,969	59,644,303	61,800,574	63,954,704	66,120,562	68,273,646	70,325,303	72,434,606
15	50,842,032	54,122,338	57,489,104	60,948,740	63,236,304	65,523,873	67,811,437	70,100,070	72,388,701	74,558,849	76,796,244
16	54,030,532	57,513,653	61,093,913	64,771,311	67,207,253	69,653,591	72,064,196	74,503,342	76,926,472	79,234,321	81,610,487
17	57,216,900	60,908,043	64,699,793	68,594,951	71,168,598	73,744,377	76,322,294	78,899,141	81,461,043	83,905,526	86,423,661
18	60,778,012	64,706,130	68,213,011	72,874,449	75,801,757	78,338,791	81,086,364	83,816,926	86,538,947	89,132,876	91,806,862
19	64,350,733	68,504,218	72,764,449	77,147,439	80,038,119	82,940,406	85,940,829	88,732,578	91,618,852	94,366,629	97,198,602
20	68,312,078	72,724,956	77,246,711	81,899,770	84,974,052	88,045,134	91,120,485	94,197,969	97,365,124	100,285,694	103,293,795
21	72,281,958	76,947,825	81,731,109	86,648,895	89,902,513	93,157,196	96,398,004	99,653,757	102,900,970	105,984,858	

One year of satisfactory service is required to reach steps 2-5.
Two years of satisfactory service are required to reach steps 6-10.

APPENDIX D
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SALARY SCHEDULES
STEPS
TS (LOCAL 2) GRADE EMPLOYEES

APPROVED: SEPTEMBER 21, 2008
 EFFECTIVE: JUNE 24, 2008

	Minimum	Midpoint	Maximum	Longevity
TS-01	45,514.342	53,140.807	60,767.272	62,590.290
TS-02	48,332.435	56,423.778	64,515.122	66,450.576
TS-03	51,145.191	59,701.947	68,258.703	70,306.464
TS-04	54,416.954	63,528.256	72,639.557	74,813.744
TS-05	57,695.123	67,355.632	77,016.141	79,328.625
TS-06	61,305.541	71,579.570	81,849.598	84,305.086
TS-07	64,930.364	75,807.243	86,684.123	89,284.647

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
 SALARY SCHEDULES STEPS
 TA (LOCAL 2) GRADE EMPLOYEES

APPROVED: SEPTEMBER 21, 2006
 EFFECTIVE: DECEMBER 23, 2006

	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	17,913.169	19,070.037	20,258.141	21,477.513	22,283.953	23,085.011	23,898.969	24,700.057	25,410.544	26,269.819	27,057.833
2	19,390.244	20,638.722	21,926.015	23,240.260	24,113.550	24,984.681	25,861.206	26,731.259	27,603.471	28,432.554	29,265.359
3	20,647.349	21,937.818	23,344.938	24,746.413	25,681.157	26,605.118	27,536.548	28,469.208	29,385.328	30,275.068	31,162.675
4	21,910.920	23,315.731	24,769.052	26,256.879	27,244.460	28,222.319	29,210.967	30,197.462	31,163.953	32,112.929	33,064.702
5	23,311.417	24,807.867	26,349.599	27,931.223	28,977.014	30,023.114	31,197.968	32,118.774	33,179.578	34,174.700	35,200.004
6	24,708.680	26,291.380	27,926.911	29,610.955	30,713.888	31,825.754	32,940.235	34,049.634	35,166.561	36,222.075	37,308.833
7	26,139.364	27,823.407	29,554.862	31,327.345	32,510.061	33,678.956	34,861.468	36,000.168	37,213.958	38,328.748	39,478.039
8	27,573.283	29,353.280	31,162.875	33,054.514	34,306.231	35,540.692	36,785.937	38,017.169	39,258.100	40,437.577	41,650.479
9	29,486.671	31,400.659	33,348.045	35,356.480	36,688.903	38,016.090	39,345.429	40,668.297	41,995.483	43,256.901	44,553.894
10	31,470.362	33,439.409	35,519.129	37,660.305	39,071.581	40,483.936	41,897.374	43,316.198	44,731.787	46,070.829	47,452.997
11	33,590.349	35,796.319	37,962.957	40,271.546	41,778.779	43,286.010	44,796.474	46,314.489	47,820.642	49,256.715	50,734.839
12	35,796.024	38,066.761	40,446.206	42,679.552	44,488.131	46,056.372	47,407.436	48,320.326	50,918.119	52,446.915	54,019.914
13	38,140.073	40,601.455	43,128.599	45,727.984	47,436.827	49,155.172	50,876.073	52,590.309	54,298.072	55,929.290	57,606.867
14	40,513.048	43,130.757	45,809.923	48,573.178	50,396.303	52,215.115	54,037.164	55,863.522	57,679.103	59,405.192	61,188.424
15	43,018.632	45,793.749	48,641.100	51,573.627	53,502.409	55,439.812	57,371.831	59,303.849	61,240.179	63,077.319	64,969.445
16	45,520.981	48,452.428	51,472.282	54,571.918	56,609.592	58,659.122	60,704.344	62,751.722	64,805.567	66,751.601	68,753.695
17	48,440.570	51,558.534	54,764.904	58,061.839	60,240.746	62,418.590	64,594.251	66,781.788	68,966.382	71,028.557	73,158.953
18	51,350.452	54,663.560	58,063.966	61,558.226	63,868.668	66,179.112	68,469.552	70,801.072	73,112.588	75,304.437	77,564.206
19	54,570.838	58,088.790	61,704.852	65,419.026	67,879.326	70,329.927	72,784.838	75,248.375	77,695.738	80,026.664	82,426.592
20	57,799.069	61,515.104	65,346.794	69,280.901	71,860.284	74,461.620	77,085.516	79,688.133	82,275.654	84,744.562	87,287.897
21	61,399.241	65,332.181	69,905.142	73,998.907	76,357.774	78,723.190	81,897.229	84,655.095	87,404.335	90,024.205	92,740.590
22	64,994.241	69,189.260	73,492.093	77,916.913	80,838.500	83,767.790	86,699.237	89,619.904	92,533.020	95,101.284	97,170.587
23	68,995.198	73,452.204	78,019.178	82,716.768	85,823.792	88,928.587	92,031.691	95,139.950	98,338.775	101,288.552	104,326.734
24	73,004.779	77,777.303	82,548.420	87,515.384	90,801.539	94,088.768	97,361.985	100,650.295	103,929.979	107,044.706	110,256.469

One year of satisfactory service is required to reach steps 2-5.
 Two years of satisfactory service are required to reach steps 6-10.

**APPENDIX E
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SALARY SCHEDULES - STEPS
TS (LOCAL 2) GRADE EMPLOYEES**

APPROVED: SEPTEMBER 21, 2006
EFFECTIVE: DECEMBER 23, 2006

	Minimum	Midpoint	Maximum	Longevity
TS-01	45,969.485	53,672.215	61,374.944	63,216.192
TS-02	48,815.759	56,988.016	65,160.273	67,115.081
TS-03	51,656.643	60,298.966	68,941.290	71,009.529
TS-04	54,961.124	64,163.538	73,365.953	75,566.932
TS-05	58,272.074	68,029.188	77,786.303	80,119.892
TS-06	61,922.636	72,295.365	82,668.094	85,148.137
TS-07	65,579.668	76,565.316	87,550.964	90,177.493

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
SALARY SCHEDULES STEPS
TA (LOCAL 2) GRADE EMPLOYEES

APPROVED: SEPTEMBER 21, 2006
 EFFECTIVE: JUNE 23, 2007

	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	18,271.463	19,451.437	20,663.304	21,907.062	22,729.631	23,546.710	24,376.979	25,194.059	25,918.755	26,795.215	27,599.091
2	19,775.049	21,051.496	22,364.534	23,705.066	24,595.820	25,484.375	26,378.430	27,265.885	28,155.541	29,001.205	29,871.067
3	21,060.296	22,418.421	23,811.735	25,241.340	26,194.779	27,137.220	28,086.260	29,036.993	29,983.235	30,880.590	31,806.532
4	22,546.137	23,782.046	25,264.434	26,782.016	27,789.339	28,786.766	29,795.187	30,801.412	31,807.632	32,764.368	33,746.396
5	23,777.645	25,304.025	26,876.591	28,489.847	29,566.554	30,627.656	31,821.927	32,762.170	33,843.168	34,858.194	35,904.005
6	25,202.853	26,817.207	28,445.450	30,203.174	31,328.166	32,466.350	33,599.040	34,730.627	35,869.913	36,946.515	38,055.011
7	26,662.151	28,379.875	30,145.980	31,953.891	33,160.263	34,352.331	35,558.699	36,750.771	37,958.238	39,095.322	40,267.599
8	28,124.749	29,940.345	31,806.532	33,715.605	34,922.356	36,251.506	37,521.656	38,777.513	40,043.262	41,246.328	42,483.488
9	30,086.605	32,028.672	34,015.821	36,095.660	37,422.680	38,776.413	40,132.338	41,481.664	42,835.393	44,122.040	45,444.972
10	32,038.570	34,108.197	36,229.512	38,413.512	39,653.012	41,293.615	42,735.323	44,182.523	45,626.424	46,992.245	48,402.056
11	34,262.155	36,471.445	38,742.321	41,076.978	42,614.354	44,151.730	45,692.404	47,240.778	48,777.054	50,241.549	51,749.535
12	36,461.345	38,828.066	41,255.130	43,737.143	45,377.894	47,018.640	48,661.585	50,306.734	51,936.481	53,495.853	55,100.312
13	38,902.874	41,413.464	43,991.171	46,642.543	48,385.565	50,138.480	51,893.595	53,642.115	55,384.033	57,047.876	58,759.005
14	41,323.308	43,993.373	46,726.120	49,544.641	51,404.229	53,259.418	55,117.906	56,980.792	58,832.666	60,593.296	62,412.193
15	43,679.005	46,709.623	49,613.922	52,605.099	54,572.458	56,548.614	58,519.268	60,489.926	62,464.982	64,338.866	66,268.833
16	46,431.401	49,421.477	52,501.728	55,663.356	57,741.753	59,832.304	61,918.432	64,006.755	66,101.677	68,086.633	70,128.768
17	49,409.381	52,693.704	55,860.201	59,233.076	61,445.561	63,666.952	65,886.136	68,117.423	70,335.509	72,449.128	74,622.132
18	52,377.460	55,756.832	59,225.275	62,789.392	65,146.041	67,502.694	69,859.343	72,217.004	74,574.941	76,810.525	79,115.490
19	55,662.255	59,250.565	62,938.949	66,727.405	69,236.913	71,736.526	74,240.535	76,753.342	79,249.652	81,627.197	84,075.124
20	58,944.850	62,745.405	66,653.728	70,666.518	73,317.890	75,971.456	78,627.227	81,281.895	83,921.167	86,439.473	89,033.654
21	62,514.537	66,599.225	71,303.246	75,071.905	77,884.931	80,705.654	83,535.174	86,348.106	89,152.422	91,824.689	94,579.428
22	66,294.127	70,573.045	74,961.935	79,477.291	82,455.270	85,443.146	88,433.222	91,412.303	94,383.882	97,314.468	100,134.000
23	70,375.102	74,921.248	79,579.562	84,373.144	87,540.268	90,704.098	93,872.325	97,046.748	100,305.551	103,314.323	106,413.269
24	74,464.874	79,271.650	84,199.387	89,265.692	92,617.571	95,970.543	99,309.224	102,663.302	106,008.579	109,165.599	112,461.599

One year of satisfactory service is required to reach steps 2-5.
 Two years of satisfactory service are required to reach steps 6-10.

APPENDIX F
 WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
 SALARY SCHEDULES - STEPS
 TS (LOCAL 2) GRADE EMPLOYEES

APPROVED: SEPTEMBER 21, 2006
 EFFECTIVE: JUNE 23, 2007

	Minimum	Midpoint	Maximum	Longevity
TS-01	46,888.875	54,745.659	62,602.443	64,480.516
TS-02	49,792.074	58,127.777	66,463.479	68,457.383
TS-03	52,689.776	61,504.946	70,320.116	72,429.719
TS-04	56,060.346	65,446.809	74,833.272	77,078.270
TS-05	59,437.516	69,389.772	79,342.029	81,722.290
TS-06	63,161.089	73,741.273	84,321.456	86,851.100
TS-07	66,891.261	78,096.622	89,301.983	91,981.042

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
 SALARY SCHEDULES STEPS
 TA (LOCAL 2) GRADE EMPLOYEES

APPROVED: SEPTEMBER 21, 2006
 EFFECTIVE: DECEMBER 22, 2007

	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	18,454,178	19,645,922	20,869,937	22,126,133	22,956,927	23,782,177	24,620,749	25,445,999	26,177,943	27,053,167	27,875,082
2	19,375,829	21,262,010	22,988,180	23,942,116	24,841,777	25,739,218	26,642,214	27,538,544	28,437,096	29,291,217	30,169,778
3	21,270,900	22,942,604	24,049,851	25,493,754	26,456,726	27,408,592	28,367,122	29,328,979	30,283,067	31,189,396	32,124,596
4	22,572,629	24,019,866	25,517,078	27,049,836	28,067,231	29,074,633	30,093,139	31,109,426	32,126,708	33,092,011	34,083,859
5	24,015,422	25,507,065	27,145,357	28,774,746	29,852,119	30,933,932	32,140,146	33,089,792	34,181,601	35,208,776	36,863,044
6	25,454,881	27,085,379	28,770,304	30,505,205	31,641,447	32,791,013	33,935,031	35,077,934	36,228,611	37,315,980	38,435,561
7	26,928,773	28,663,674	30,447,450	32,273,430	33,491,866	34,695,855	35,914,285	37,118,277	38,337,821	39,489,275	40,670,276
8	28,405,995	30,239,748	32,124,596	34,052,762	35,342,260	36,614,021	37,896,873	39,168,268	40,448,694	41,693,792	42,908,323
9	30,387,470	32,348,960	34,355,979	36,426,316	37,796,907	39,164,176	40,533,661	41,896,479	43,263,747	44,563,260	45,899,422
10	32,358,955	34,449,279	36,591,807	38,797,647	40,261,541	41,706,551	43,162,677	44,624,348	46,082,699	47,462,167	48,886,077
11	34,604,776	36,836,159	39,129,745	41,487,748	43,040,468	44,593,247	46,148,326	47,713,185	49,284,825	50,744,269	52,267,030
12	36,846,159	39,316,376	41,667,682	44,174,514	45,831,673	47,488,626	49,148,202	50,809,801	52,465,846	54,030,813	55,651,315
13	39,291,903	41,827,619	44,431,083	47,108,970	48,869,420	50,639,964	52,412,531	54,178,537	55,937,874	57,616,354	59,346,594
14	41,736,540	44,633,306	47,193,361	50,040,067	51,918,270	53,792,012	55,669,086	57,550,600	59,421,012	61,199,229	63,036,316
15	44,317,796	47,776,721	50,110,061	53,131,151	55,118,183	57,114,100	59,104,461	61,094,826	63,089,631	64,982,254	66,931,521
16	46,895,716	49,919,691	53,026,746	56,219,990	58,319,202	60,430,627	62,537,615	64,646,823	66,762,694	68,767,489	70,930,057
17	49,903,474	53,115,602	56,418,804	59,817,286	62,060,016	64,303,621	66,544,998	68,796,597	71,038,865	73,173,619	75,368,644
18	52,901,234	56,314,399	59,817,527	63,417,286	65,797,501	68,177,721	70,557,936	72,939,264	75,320,589	77,578,630	79,906,644
19	56,218,876	59,843,070	63,568,339	67,394,679	69,929,282	72,453,892	74,962,941	77,520,875	80,042,147	82,443,469	84,915,874
20	59,534,288	63,372,859	67,320,265	71,373,182	74,051,069	76,712,170	79,413,500	82,094,713	84,760,379	87,303,867	89,923,991
21	63,240,662	67,325,817	72,016,279	75,822,624	78,663,760	81,512,711	84,370,527	87,211,677	90,043,947	92,749,936	95,525,223
22	66,957,068	71,278,775	75,711,554	80,272,064	83,279,824	86,297,538	89,317,554	92,326,426	95,327,519	98,188,664	101,135,340
23	71,078,853	75,076,462	80,375,357	85,216,876	88,415,670	91,611,138	94,811,049	98,013,176	101,308,605	104,347,466	107,477,401
24	75,209,523	80,064,366	85,041,392	90,158,349	93,543,746	96,930,249	100,302,316	103,669,934	107,068,666	110,247,455	113,866,215

One year of satisfactory service is required to reach steps 2-5.
 Two years of satisfactory service are required to reach steps 6-10.

**APPENDIX G
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SALARY SCHEDULES - STEPS
TS (LOCAL 2) GRADE EMPLOYEES**

APPROVED: SEPTEMBER 21, 2006
EFFECTIVE: DECEMBER 22, 2007

	Minimum	Midpoint	Maximum	Longevity
TS-01	47,357.763	55,293.115	63,228.468	85,125.322
TS-02	50,289.995	58,709.054	67,128.114	69,141.957
TS-03	53,216.673	62,119.995	71,023.317	73,154.017
TS-04	56,620.950	66,101.277	75,581.604	77,849.052
TS-05	60,031.891	70,083.670	80,135.449	82,539.512
TS-06	63,792.700	74,478.685	85,164.671	87,719.611
TS-07	67,560.173	78,877.588	90,195.003	92,900.853

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
INSURANCE PREMIUM PERCENTAGE OBLIGATIONS*
FULL-TIME EMPLOYEE:

CIGNA (Closed Indemnity)	CIGNA Open Access	Optimum Choice	KP
Single 1 + 1 Family	Single 1 + 1 Family	Single 1 + 1 Family	Single 1 + 1 Family
Employee: 15% 20% 20%	15% 15% 15%	15% 15% 15%	15% 15% 15%
WMATA: 85% 80% 80%	85% 85% 85%	85% 85% 85%	85% 85% 85%

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

CIGNA (Closed Indemnity)	CIGNA Open Access	Optimum Choice	KP
Single 1 + 1 Family	Single 1 + 1 Family	Single 1 + 1 Family	Single 1 + 1 Family
Employee: 36% 40% 40%	36% 36% 36%	36% 36% 36%	36% 36% 36%
WMATA: 64% 60% 60%	64% 64% 64%	64% 64% 64%	64% 64% 64%

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

CIGNA (Closed Indemnity)	CIGNA Open Access	Optimum Choice	KP
Single 1 + 1 Family	Single 1 + 1 Family	Single 1 + 1 Family	Single 1 + 1 Family
Employee: 57% 60% 60%	60% 60% 60%	60% 60% 60%	60% 60% 60%
WMATA: 43% 40% 40%	40% 40% 40%	40% 40% 40%	40% 40% 40%

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.

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

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: *Article VIII Layoff and Recall Part-Time Employees*

Dear Mr. O'Connor:

This will confirm the agreement of the parties that for the period beginning on the date of this letter through June 30, 2008, in the case of the layoff of any part-time employee, such individual may exercise his/her prorated seniority and qualifications to bump into and displace a junior full-time employee. In this eventuality, the bumping part-time employee must convert to full-time status to assert this right.

If you agree will 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

March 19, 2007

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

Re: *Commencement of Negotiations for Next Contract*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the 2004 negotiations regarding the issue of the commencement of negotiations for the next contract.

In these negotiations, the parties agreed to a four-year contract that will expire June 30, 2008. Both parties expressed concern that, in prior negotiations, the parties did not commence serious negotiations until the contract was about to expire.

Accordingly, the parties agreed that, assuming either party gives notice to re-open negotiations with regard to the June 30, 2008 contract expiration, the parties will commence negotiations for a successor contract no later than March, 2008.

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

Sincerely,

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

I Concur:

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

MEMORANDUM OF UNDERSTANDING

September 14, 2006

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

Re: *Training & Safety Pay Adjustment*

Dear Mr. O'Connor:

During the 2006 negotiations, the parties agreed that, for the sake of equity with other instructors, the pay of certain Training & Safety Instructors requires adjustment.

The Training and Safety Instructors (Bus Trainers), job classification 3712, who were brought into the bargaining unit as a result of the 2003 arbitration decision, shall have a minimum salary rate, based on the employee's years of service in the job class, as of July 1, 2003:

<u>Yrs of Service (minimum)</u>	<u>Pay Rate</u>	<u>Yrs of Service (minimum)</u>	<u>Pay Rate</u>
1	55,670	9	67,484
2	57,340	10	68,497
3	59,060	11	69,524
4	60,832	12	70,567
5	62,657	13	71,625
6	64,536	14	72,150
7	65,504	17	74,314
8	66,487		

Any Training & Safety Instructors making less than the above minimum rate for their years of service will be raised to the minimum rate prior to applying any other contractual raises. The disability payment of Training & Safety Instructors on long-term disability as of the effective date of this contract will be adjusted accordingly.

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 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

March 13, 2007

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

Re: *Existing Letters of Understanding*

Dear Mr. O'Connor:

This letter will confirm the parties' agreement to continue the letters of understanding identified below (copies of which are attached to this letter). These letters of understanding will remain in effect for the duration of the collective bargaining agreement effective from July 1, 2004 through June 30, 2008.

<u>Subject Matter of Letter of Understanding</u>	<u>Date of Letter</u>
Meal Allowance.....	August 7, 2002
Article V – Management Rights Physical Examination.....	August 7, 2002
Split Shifts.....	August 7, 2002
Promotion Pay Guarantees	August 7, 2002
Annual Evaluations	August 7, 2002
Article XVIII – Medical Insurance – Cost Containment.....	August 7, 2002
Article VII – Promotion – Absence During the Posting Period.....	August 7, 2002
Article XI – Hours of Work – §6 – Shift Selection.....	August 7, 2002
Article XI – Hours of Work §8 – Overtime Distribution.....	August 7, 2002
Article XIX, §3 – Pension, Deferred Compensation Plan	August 7, 2002
Assignment of employees to cover for absent Bargaining Unit Employees	August 7, 2002
Emergency Work	August 7, 2002
Contract Distribution	August 7, 2002
Life Insurance.....	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
Medical Leave Without Pay	August 7, 2002
Defined Contribution Plan.....	August 7, 2002
Employee Contribution for Unlimited Mental Disability Benefits	August 7, 2002
Actual Hours of Work.....	August 7, 2002
Article XIX, §5(g).....	August 7, 2002
Family Medical Leave Act.....	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,

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 6, 2002

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

Re: *Meal Allowance*

Dear Mr. O'Connor:

This letter will confirm the understandings reached during the 1984 negotiations concerning a meal allowance for those employees represented by Local 2, OPEIU. The parties have agreed that any Local 2 represented employee required to attend a public hearing outside the ordinary work day and during meal hours will be entitled to reimbursement for meal expenses not to exceed \$15.00, including gratuity. Employees requesting meal allowance under this condition should advise their supervisor in advance of the meeting date, wherever possible.

Employees required to work outside the ordinary work day, off WMATA premises, on Authority business during the evening meal hour shall also be entitled to reimbursement for meal expenses, not to exceed \$15.00, provided that the working assignment has been reviewed, in advance, with the employee's supervisor.

I believe the foregoing describes fully the understandings achieved during negotiations regarding meal allowances.

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 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: *Annual Evaluations*

Dear Mr. O'Connor:

During the 1987 negotiations, the Union raised concerns regarding delay in providing annual performance evaluations.

The parties agreed that any employee whose annual performance evaluation has not been provided on or before thirty (30) days following their anniversary date should promptly notify the Chief Shop Steward.

The Chief Shop Steward will immediately inform the Director of Labor Relations who will promptly investigate the matter. The Authority commits that the performance evaluation will be provided within thirty (30) days from notice to the Director of Labor Relations.

I believe that 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 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 VII – Promotion –
Absence During the Posting Period*

Dear Mr. O'Connor:

During the 1987 negotiations, the parties discussed procedures for employees who are unable to bid on posted job vacancies because they are absent from work during the period of posting. The parties agreed that the Authority will continue to accept applications for a period of five (5) working days following the 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.

I believe that 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

8455 Colesville Road, Suite 1250, Silver Spring, MD 20910

Re: *Article XI – Hours of Work – Section 5 – Shift Selection*

Dear Mr. O'Connor:

This letter will clarify the parties' understanding reached in the 1987 negotiations regarding shift selection.

The parties agreed that employees working in offices with multiple daily shifts will be given an opportunity to express preferences regarding shift selection. Preferences shall be accorded based on seniority, ability to perform the work and needs of the affected office. The seniority referenced in this Section is intended by the parties to be seniority in the job classification, not 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.

In addition, the parties discussed the "needs of the affected office" preference for shift assignment. The Authority agreed that before a shift assignment is made on the basis of 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.

I believe the foregoing represents the parties' agreement with respect to shift assignments. 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

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

Re: *Article XI – Hours of Work*
Section 8 – Overtime Distribution

Dear Mr. O'Connor:

During negotiations for the 1987-1990 contract, the parties discussed revisions to the overtime distribution language of the agreement. The parties agree to leave the language unchanged from the 1984-1987 agreement. The parties did agree that should any office find it necessary for overtime distribution within that office, they may establish a voluntary overtime roster for either regular overtime or special events provided that the roster is maintained on a purely voluntary basis and there is no pressure on any employee to become an “unwilling” volunteer. In addition, the voluntary overtime roster may establish conditions for overtime requiring mandatory acceptance of overtime in the event that an employee has volunteered and offered to be available at specific times, on specific days and further establishing conditions regarding compensatory time in lieu of payment. All such conditions must be established and accepted, in writing, prior to the time that an employee volunteers.

I believe the foregoing accurately describes our agreement. If you agree, please sign 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 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: *Assignment of employees to cover for absent
Bargaining Unit Employees*

Dear Mr. O'Connor:

During negotiations for a collective bargaining agreement effective from 1990 to 1993, the parties discussed the assignment of employees to cover for absent bargaining unit employees.

The parties agreed that the Authority has discretion to cover necessary work by call-in, work reassignment, or overtime assignment pursuant to Article 11, Section 8(b).

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: *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: *Contract Distribution*

Dear Mr. O'Connor:

Article 22 of the parties' collective bargaining contract provides that the Union shall be responsible for distribution of the contract to bargaining unit employees. This will confirm that the Authority will allow the Union to use Authority channels for the distribution of the contract to the employees.

I believe that 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: *Life Insurance*

Dear Mr. O'Connor:

During negotiations for a collective bargaining agreement effective from 1990 to 1993, the parties discussed the range of costs per thousand for optional group life insurance.

The parties agreed that 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.

I believe that 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: *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: *Medical Leave Without Pay*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the 1996 negotiations regarding the issue of the extent to which an employee is entitled to multiple periods of Medical LWOP.

The contract provides that an employee is entitled to a maximum of 365 calendar days Medical LWOP. The parties agreed that this entitlement should be applied during a rolling three-year period. For example, an employee who is on Medical LWOP for seven months in Year 1 and five months in Year 2 is not entitled to any additional Medical LWOP until three years following commencement of the Year 1 Medical LWOP.

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: *Defined Contribution Plan*

Dear Mr. O'Connor:

During the 1996 negotiations, the parties agreed that the Authority could close the defined benefit pension plan to new hires and instead provide a defined contribution plan (DCP) for all new hires, long term temporary employees, and part-time regular employees, provided that the Authority implemented the same plan for non-represented employees. Local 2 expressed concerns regarding how the DCP would be structured. During negotiations and during the drafting of the relevant trust documents, the parties reached understandings addressing Local 2's concerns. These understandings are summarized here.

There will be two plans—a “401(a)” plan and a “457” plan. Authority contributions will be made to the 401(a) plan and employee contributions will be made to the 457 plan. Each plan will be “trusted”.

With regard to the 401(a) trust, the Authority will appoint two trustees, Local 2 will appoint one trustee, and the non-represented employees will 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 will initially serve as trustee and will as soon as possible (and in any event within six months) appoint a bank or comparable entity to act as corporate trustee.

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: *Employee Contribution for
Unlimited Mental Disability Benefits*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the negotiation of the 2000-2004 collective bargaining agreement regarding right of Authority to charge employees represented by Local 2 for the additional cost of unlimited mental disability.

The terms of the collective bargaining agreement provide that the two (2) year mental disability limitation contained in the Authority's long-term disability policy will not apply to employees represented by Local 2. 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.

We believe that the foregoing accurately represents the understanding of the parties with respect to the additional cost of unlimited mental disability. 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: *Actual Hours of Work*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the negotiation of the 2000-2004 collective bargaining agreement regarding the basis for calculating "actual hours of work" under Article XI, Section (1). This section provides that the normal work week for L2TA full-time employees consists of five work days, each consisting of seven and one-half hours of actual work per day, exclusive of an unpaid lunch break of sixty minutes and the normal work week for L2TS full-time employees consists of five work days, each day consisting of eight hours of actual work per day, exclusive of an unpaid lunch break of sixty minutes. 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).

We believe that the foregoing accurately represents the understanding of the parties with respect to the determination of "actual hours of work" under Article XI, Section (1). 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: *Article XIX, Section 5(g)*

Dear Mr. O'Connor:

This letter will confirm the understanding reached by the parties during the 2000 negotiations regarding the effect of Article XIX, Section 5(g). During negotiations, the parties agreed to change the minimum age for an unreduced retirement benefit, for those plan participants whose age and service total 83 years, to age fifty-five (55). However, the parties continue to disagree as to whether a prior agreement had changed the normal retirement for those whose age and service actually total 83 years to age sixty (60) or the prior agreement left the normal retirement age at sixty-five (65). This dispute is the subject of an outstanding grievance.

It is understood that both the Authority and Local 2 maintain their positions as set out in that grievance, and that such dispute is to be resolved by arbitration of that grievance. It is also understood that:

1. Notwithstanding any grievance or arbitration award regarding the "normal" retirement age under the WMATA Retirement Plan, the change made in the most recent collective bargaining agreement will not be construed as lowering or raising the normal retirement age beyond the age fixed by such award. Rather, the parties agree that the most recent change to age fifty-five (55) is merely a change of the age a participant becomes eligible for an unreduced retirement benefit under the WMATA Retirement Plan (and is not intended to change the participants normal retirement age to fifty-five (55)).
2. The parties have agreed that neither the terms of this letter, the provisions of the 2000-2004 Collective Bargaining Agreement (insofar

as the relate to the definition of normal retirement or the age for an unreduced retirement benefit) may be used or cited in the current (or any future) grievance (or related arbitration) regarding the issue of whether the normal retirement age under the WMATA Retirement Plan is age sixty-five (65), or age sixty (60) for those whose age and service total 83 years. This letter will, however, be admissible in any grievance or related arbitration only to enforce the terms of this letter.

We believe that the foregoing accurately represents the understanding of the parties with respect to the dispute between the parties concerning the normal retirement age under the WMATA Retirement Plan. 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: *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