

AGREEMENT

between

**WASHINGTON METROPOLITAN AREA TRANSIT
AUTHORITY**

and

LOCAL UNION 689

of the

AMALGAMATED TRANSIT UNION AFL-CIO

Effective July 1, 2020 through June 30, 2024



TABLE OF CONTENTS

PART ONE GENERAL TERMS

SEC.

101. Purpose of Agreement	1
102. Recognition of Union	1
103. Union Shop and Checkoff	2
104. Discipline and Grievance Procedure	3
105. Arbitration of Questions and Grievances	5
106. Arbitration of Future Contracts	6
107. No Strike-No Lockout	6
108. Probationary Period.....	6
109. Seniority - General	7
110. Subcontracting	7
111. Driver's Permit and Other Allowances	8
112. Leave of Absence on Union Business; Union Bulletin Board	9
113. Payment for Court Appearances	9
114. Free Transportation.....	10
115. Vacations	10
116. Sick Leave.....	15
117. Pensions	17
118. Health and Welfare.....	18
119. Holidays	18
120. Bereavement Leave	19
121. Uniforms, Work Clothes and Tools.....	19
122. Records to be Furnished to Employees	20
123. Wage-Hour Law Amendments	21
124. Physically Disqualified Employees	21
125. Wages	22
126. Pay Differentials	24
127. Automatic Upgrading.....	26
128. Performing Work in a Higher Classification	26
129. Military Leave	26
130. Educational Assistance	27
131. Americans With Disabilities Act.....	27

132. Layoff Benefit	27
133. Direct Deposit.....	27
134. Labor Management Committee	27

**PART TWO
OPERATING PERSONNEL**

201. Seniority Districts.....	28
202. Schedules - System	29
203. Work Selection	29
204. Schedules (Division), Extra Board, Bump-down.....	31
205. Training Pay	36
206. Schedule Building	37
207. Assigned Days Off.....	38
208. Work on An Assigned Day Off.....	38
209. Travel Time	39
210. Overtime.....	39
211. Spread Penalty Pay.....	40
212. Extra Work	41
213. Regular Operators Who Work Extra.....	41
214. Extra List	42
215. Eight Hours' Daily Rest	42
216. Rest Room Facilities	42
217. Pay for Written Reports	42
218. Preparatory and Turn-In Allowance.....	42
219. Bus Charter Work.....	42
220. Part-Time Employees.....	43
221. Special Runs	46
222. Interlocking Operators	46

**PART THREE
MAINTENANCE AND CONSTRUCTION PERSONNEL**

301. Seniority, Transfer and Promotion.....	47
302. Work by Supervisors	49
303. Regular Work Week and Shift Hours.....	49
304. Overtime Assignments	50
305. Overtime Pay	51
306. Pay for Work Outside Regular Shift.....	51

307. Meal Allowance	51
308. Temporary Shift Changes	51
309. Layoff and Recall	51
310. Shop Employees	52
311. Employees Other Than Shop Employees	53
312. Work Selection Procedures	54
313. Lead Personnel	54
314. Direct Reports	54
315. Part-Time Employees	54

**PART FOUR
DIVISION CLERKS AND RELATED PERSONNEL**

401. Seniority	56
402. Hours of Work and Overtime	56
403. Work by Supervisors	57
404. Utility Depot Clerks	57
405. Depot Clerks - Transfer and Work Selections	58
406. Depot Clerk Vacations	58
407. Maintenance Utility Clerks	59
408. Maintenance Clerks - Work Selection	60

**PART FIVE
ADMINISTRATIVE AND CLERICAL PERSONNEL**

501. Regular Workweek and Overtime	61
502. Work on Day Off	61
503. Pay for Work Outside Regular Shift	61
504. Return to Duty	61
505. Work By Supervisors	62
506. Transfer and Promotion	62
507. Present Benefits	63
508. Part-Time Employees	63
509. Layoff and Recall	63
510. Revenue Collection Technicians	64
511. Work Selection	65
512. Overtime Assignments	65
513. Revenue Processing Technician	66
514. Performance Evaluations	66

515. Temporary Shift Change	66
516. Eight Hours' Daily Rest	66

**PART SIX
TERM OF AGREEMENT AND WITNESS**

601. Term.....	67
602. Witness.....	67

APPENDIX A

The Transit Employees Retirement Plan.....	68
--	----

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

1.01 Name.....	68
1.02 Effective Date	68
1.03 Purpose of the Plan	68

**ARTICLE II
DEFINITIONS**

2.01 Accrued Benefit	68
2.02 Actuarial Assumptions.....	68
2.03 Actuarial Equivalent.....	69
2.04 Actuarial Reduction or Actuarially Reduced.....	69
2.05 Age.....	69
2.06 Allowance	69
2.07 Alternate Payee.....	69
2.08 Authority.....	70
2.09 Appointment Date	70
2.10 Average Compensation.....	70
2.11 Beneficiary.....	70
2.12 Benefit Commencement Date	70
2.13 Board of Directors.....	70
2.14 Collective Bargaining Agreement	70
2.15 Committee	70
2.16 Compensation	70
2.17 Continuous Service.....	71
2.18 Disability Allowance	71
2.19 Disability Termination Date	71
2.20 Domestic Relations Order	71
2.21 Early Retirement Date.....	72
2.22 Employee.....	72
2.23 Employee Contributions	72
2.24 Full-Time Employee.....	72
2.25 Internal Revenue Code	72
2.26 Long-Term Disability Policy.....	73
2.27 Non-Represented Employee.....	73
2.28 Normal Retirement Date.....	73
2.29 Occupational Disability	73
2.30 Part-Time Employee	73
2.31 Participant.....	73

2.32	Pensioned Part-Time Employee.....	73
2.33	Plan	73
2.34	Plan Year	74
2.35	Prior Plan.....	74
2.36	Probationary Period	74
2.37	Retirement or Retires	74
2.38	Retirement Allowance	74
2.39	Spouse	74
2.40	Supplemental Agreement.....	74
2.41	Survivor Allowance	74
2.42	Trust or Fund	74
2.43	Trust Agreement	74
2.44	Trustee.	74
2.45	Totally and Permanently Disabled, Total and Permanent Disability, Disability or Disabled.	74
2.46	Union or Local 689.....	74
2.47	Years of Continuous Service.....	74

**ARTICLE III
PARTICIPATION IN THE PLAN**

3.01	Commencement of Plan Participation	75
3.02	Termination of Benefit Accrual	75
3.03	Resumption of Benefit Accrual	75
3.04	Transfer to Non-Represented Position	76
3.05	Transfer to Another Bargaining Unit	76

**ARTICLE IV
CREDITING SERVICE**

4.01	Calculation of Continuous Service.....	76
4.02	Years of Continuous Service for Eligibility and Vesting Purposes	77
4.03	Years of Continuous Service for Benefit Purposes	78
4.04	Interrupted Service.....	78
4.05	Military Service	79
4.06	Transfer to Local 689 Bargaining Unit Position	79
4.07	Transfer to Another Bargaining Unit	79
4.08	Transfer to Authority Plan For Non-Represented Employees.....	80
4.09	Transfer From Another Authority Plan	81

**ARTICLE V
RETIREMENT ALLOWANCE**

5.01	Normal Retirement.....	81
5.02	Early Retirement	82
5.03	Vested Deferred Allowance.....	83
5.04	Suspension of Benefits Upon Resumption	83

**ARTICLE VI
DISABILITY ALLOWANCE**

6.01	Eligibility for Disability Allowance.....	83
6.02	Disability Allowance.....	83
6.03	Eligibility for Retirement Allowance	85
6.04	Eligibility for Survivor Allowance	85

**ARTICLE VII
SURVIVOR ALLOWANCE**

7.01	Types.....	86
7.02	Survivor Allowance Payable After Benefit Commencement.....	86
7.03	Pre-Retirement Surviving Spouse Allowance	86

**ARTICLE VIII
OPTIONAL FORMS OF RETIREMENT ALLOWANCES**

8.01	Availability of Optional Forms of Retirement Allowances	87
8.02	Optional Forms of Retirement Allowances.....	87
8.03	Designation of Beneficiary.....	88
8.04	Changes to Election of Optional Retirement Allowance	88

**ARTICLE IX
ANNUAL ADJUSTMENT OF ALLOWANCES**

9.01	Annual Adjustment for the Cost of Living.....	88
------	---	----

**ARTICLE X
PAYMENT OF ALLOWANCES; LIMITATIONS ON ALLOWANCES**

10.01	Timing and Commencement of Payments.....	89
10.02	Continuation of Allowances Previously Authorized	89
10.03	Allowances In Addition to Other Income.....	89
10.04	Misstatement in Application for Benefit.....	89
10.05	Payments Due Missing Persons.....	89
10.06	Limitation on Allowances.....	90
10.07	Minimum Distribution Requirements	94
10.08	Direct Rollover Option.....	99
10.09	Incapacity	100

**ARTICLE XI
FUNDING OF BENEFITS**

11.01	Authority Contributions and Forfeitures.....	100
11.02	Erroneous Contribution	101
11.03	Employee Contributions.....	101
11.04	Actuarial Evaluation.....	103
11.05	Refund of Authority Contributions.....	103

**ARTICLE XII
RETIREMENT ALLOWANCE COMMITTEE**

12.01	Composition of Retirement Allowance Committee	103
12.02	Powers of the Retirement Allowance Committee	104
12.03	Retirement Allowance Committee Officers and Agents.....	105
12.04	Conduct of Retirement Allowance Committee Business	105
12.05	Required Reports	106
12.06	Payment of Expenses	106
12.07	Liability.....	106
12.08	Liability of Members For Actions	106
12.09	Paperless Communications.....	106

**ARTICLE XIII
TRUSTEE**

13.01	Power to Appoint Trustee.....	107
13.02	Charges By Trustee	107
13.03	Liability of Trustee	107
13.04	Committee's Power to Enter Into Agreements With Trustee	107

**ARTICLE XIV
MODIFICATION, AMENDMENT AND DISCONTINUANCE OF THE PLAN**

14.01	Power to Modify, Amend or Discontinue Plan Reserved.....	107
14.02	Distribution Upon Termination of the Plan	108
14.03	Effect of Sale or Transfer by the Authority	108
14.04	Diversions of Assets	108

**ARTICLE XV
GENERAL PROVISIONS**

15.01	Right to Employment	109
15.02	Assignment.....	109
15.03	Gender and Pronoun	110
15.04	Governing Law.....	110
15.05	Limitation on Liability of Authority and Union	110
15.06	Construction.....	110
15.07	Number of Counterparts.....	110
15.08	Section Headings.....	110

**ARTICLE XVI
TERM OF PLAN**

16.01	Term of Plan	111
16.02	Arbitration of Disputes	111

APPENDIX A 1

Actuarial Assumptions.....	112
----------------------------	-----

**APPENDIX B
TRANSIT EMPLOYEES' HEALTH AND WELFARE PLAN**

1. Participating Members.....	113
2. Contributions to the Fund	115
3. Benefits	121
4. Fund Administration	126
5. Trustees' Liability and Bond	127
6. Trustees' Powers.....	127
7. Annual Audit and Reports	129
8. Assignments.....	129
9. Distribution of Funds in Event of Abandonment	130
10. Maintenance of Benefits.....	130
11. Term of Agreement	130

12. Arbitration of Disputes Concerning Changes	130
13. Witness	131

**APPENDIX C
MAXIMUM BASE WAGE RATES**

1. Operating Job Classes	132
2. Maintenance & Construction Job Classes	135
3. Division Clerks and Related Personnel	135
4. Administrative & Clerical Personnel	136

APPENDIX D

BUS MAINTENANCE AGREEMENT	138
---------------------------------	-----

APPENDIX E

TSP AGREEMENT	147
---------------------	-----

APPENDIX F

OFFICE OF ELEVATOR AND ESCALATOR SERVICES	152
---	-----

AGREEMENT

By and between the Washington Metropolitan Area Transit Authority, its successors, and assigns, (hereinafter the "Authority") and Local Union 689 of the Amalgamated Transit Union (hereinafter the "Union"), WITNESSETH:

That in the operation of the properties of the Authority, both parties agree hereto as follows:

PART ONE GENERAL TERMS

Sec. 101 - Purpose of Agreement

- (a) The purpose of this Agreement is to provide the best possible service to the public, to provide the best possible working conditions for the employees, and at the same time to have due regard for the economical operation of the Authority's properties.
- (b) The parties will not discriminate against any employee of the Authority because of race, age, color, religion, sex, sexual orientation or national origin in any manner including upgrading, demotion, transfer, layoff, termination, rate of pay or other forms of compensation or benefits.

Sec. 102 - Recognition of Union

- (a) The Authority recognizes the Union as the exclusive bargaining representative for Operators, Construction and Maintenance Employees of the Authority, all work associated with the administrative and clerical classifications set forth elsewhere in this Agreement, all employees employed in any and all of the classifications of Depot Clerks, Stock Clerks, Garage Clerks, and Revenue Equipment Servicemen, including all other employees whose wage rates are set forth in other sections of this Agreement, and all operating and maintenance employees of the Authority in the subway system, but excluding Confidential Secretaries, Claims Adjusters, Accountants, Casual Employees, Human Resource's Employees, Supervisors, Street Supervisors, Dispatchers, Supervisor of Fare Box Maintenance, Professional Employees, and Guards as defined in the Labor Management Relations Act of 1947, as amended.
- (b) The legal rights, obligations and responsibilities of the Authority and the Union with regard to collective bargaining and resort to binding interest arbitration are specified in the WMATA Compact. Within that framework, the Authority recognizes Local 689 as the exclusive bargaining representative of the employees covered by this Agreement, and, except as expressly waived by other specific provisions of this Agreement, the Union reserves the right to bargain and where necessary to seek interest arbitration concerning all issues relating to wages, hours and working conditions.

The Union acknowledges that all matters pertaining to the management of operations, including the type, kind and extent of service to be rendered to the public, the equipment used, the maintenance of reasonable efficiency standards, the hiring and establishment of standards for selection and qualification of employees, standards for the promotion of employees and their discipline and discharge for proper cause, and the development and enforcement of reasonable rules and regulations regarding employment are the prerogatives of the Authority and are reserved by the Authority unless expressly waived by specific provisions of this Agreement, or by the past practices of the parties.

The Authority shall make a good faith effort to provide the Union President with at least five (5) days advance notice of changes in operating procedures and work rule regulations governing employees. The parties further recognize that changes in operating procedures and work rule regulations implemented as a result of or in response to emergency situations shall be communicated to the Union's President at the same time notice is provided to affected employees.

Sec. 103 - Union Shop and Checkoff

- (a) On and after the thirtieth day following the effective date of this contract, all of the employees of the Authority included in the bargaining unit as defined in Section 102 hereof shall become and remain members in good standing of the Union as a condition precedent to continued employment, and the Union agrees to receive into the membership all such eligible employees according to the laws of the Union. This Section shall become operative as to new employees thirty (30) days from the date of their appointment.

- (b) The Authority shall, on or before the fifteenth day of each month, deduct from the pay (including vacation and sick leave pay, as well as other pay) of each member of the Union employed by the Authority who, in compliance with the law, has filed, in writing, a request to do so, such dues, fines and assessments as the Union shall have determined to be payable from each member. The Union shall furnish to the Authority a list of employees, members of the Union, and the amount of the deduction to be made from the pay of each member. The Authority shall remit to the proper and duly authorized officer of the Union the aggregate of such deductions, together with the list of the names of the employees from whom such deductions have been made. The Authority shall send to said officer of the Union with the first presentation of the checkoff list each month the name, payroll designation and date of appointment of each new hourly-rate employee employed during the month, and the names of hourly- rate employees leaving the service during each month. On or before the first day of April of each of the contract years the Authority shall, upon request, furnish to the Union a complete list of all employees covered by this Agreement, showing the names, classification, rate of pay and department in which employed; the Authority will also on request at that time furnish the Union with the names, classification, and department in which employed, of such other members of the Union as have filed "checkoff" requests as provided above.

- (c) The Authority hereby agrees to honor contribution deduction authorizations from its employees who are Union members, in the following form:

"I hereby authorize and direct you to deduct from my pay the sum of \$____ per month and to forward that amount to the Amalgamated Transit Union Committee on Political Education, 2701 Whitney Place, Forestville, Maryland, 20747. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the ATU-COPE are not conditions of membership in the Union or of employment with the Authority, and that the ATU-COPE will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections."

These voluntary COPE contributions are subject to revocations by the employee at any time by written notification to the Union and the Authority.

The Authority will arrange for employees newly hired into the bargaining unit to be briefed by the Union for one hour during the new hire orientation (NEO), at a time and place determined by the Authority.

Sec. 104 - Discipline and Grievance Procedure

- (a) Employees (and assisting Union representatives) shall fill out grievance forms to the best of their knowledge and ability. Grievances should be as complete and specific as possible including a statement of the facts involved, the sections of the Agreement alleged to have been violated and the remedy sought. Management officials responsible for filing written grievance responses shall do so to the best of their knowledge and ability. Responses shall be as complete and specific as possible including a statement of the facts involved, references to relevant contract language and reasons for the decision.

- (b) Grievances shall be processed in the following manner:

Step 1 - Any employee who has a grievance shall (together with the Union representative if the employee so desires) discuss the matter with the employee's immediate superior in an attempt to settle the matter satisfactorily. If the matter has not been settled within five (5) working days of the management action which gave rise to the grievance, the employee may, within ten (10) working days thereafter, file an official written grievance form, a copy of which shall be filed with the employee's immediate superior and another copy shall be filed with the Union through the employee's shop steward (or other officially designated representative).

Step 2 - If the Union, through the employee's shop steward (or other officially designated representative) finds merit to the grievance, it shall, within ten (10) working days after the date of the filing of the formal written grievance, confer with the superintendent of the division (or other management official in charge of the division, garage, or other facility where the grievant is employed) in an effort to resolve the grievance satisfactorily. The occurrence of such conference shall be noted on the grievance form and signed by the participants. The management official involved shall render a written decision on the grievance within ten (10) working days after such conference with the Union.

If the management action which gave rise to the grievance was taken at a level higher than the superintendent of the division (or other management official in charge of the division, garage or other facility where the grievant is employed) Step 2 may be waived and the Business Agent (or the Business Agent's designee) may proceed directly to Step 3 within ten (10) working days after the date of the filing of the formal written grievance.

Step 3 - If the Union through the Business Agent (or the Business Agent's designee) is not satisfied with the Step 2 decision, it may, within ten (10) working days of the receipt thereof, confer with the Office Director (or the Office Director's designee). The occurrence of such conference shall be noted on the grievance form and signed by the participants. If the disciplinary action is based in whole or in part on a passenger complaint (or other information provided by the public) the Office of the Director (or designee) at this Step 3 shall provide the Business Agent (or designee) with the identity and contact information of the party submitting the complaint (or information). The management official involved shall issue a written decision on the appeal within ten (10) working days of the conference with the Union.

Step 4 - If the Union, through the Business Agent (or the Business Agent's designee), is not satisfied with the Step 3 decision, it may appeal the grievance by requesting a conference with the General Manager (or the General Manager's designee) within ten (10) working days of receipt thereof. The General Manager (or the General Manager's Designee) will hold said conference and issue a written decision within twenty (20) working days of the receipt of the Step 4 grievance or the Step 3 appeal.

Step 5 - If the Union is not satisfied with the Step 4 decision, it may, within sixty (60) calendar days after receipt thereof, invoke arbitration in accordance with Section 105 of this Agreement.

- (c) Questions arising under the Agreement may be processed directly by the Union commencing with the matter being reduced to writing and served on the affected Office Director (or the Office Director's designee). Within ten (10) working days of receipt of such written notice, the affected Office Director (or the Office Director's designee) will confer with the Union and issue a written decision on the question within twenty (20) working days of such conference. If the Union is not satisfied with that decision, it may appeal the decision to the General Manager (or the General Manager's designee) and pursue arbitration in accordance with the procedures set forth in Steps 4 and 5 above.

- (d) An employee will not be discharged, suspended, or otherwise disciplined, nor will entries be made against the employee's service record without sufficient cause. When traditional suspensions are employed, the employee may elect to utilize earned vacation to protect earning levels to the extent possible, however, such voluntary election will preclude the employee from filing a grievance pursuant to Section 104(a & b) as it relates to the violation finding and disciplinary action taken. In each case in which the Authority disciplines an employee or makes entries in the employee's service record, the employee will be given a written statement within three (3) office working days of the precise charges against the employee and the facts or alleged facts upon which the charges are based, and a copy thereof simultaneously furnished to the Union. After the completion of its investigation, the Authority shall give written notice to the employee and the Union of its decision, whether to exonerate, to discipline or to make other entries in the employee's record, and if the decision is to discipline, such discipline shall be stated in the notice. Such notice shall be sent not later than twenty (20) office working days from the date the employee's superintendent/manager (or designee) first obtained knowledge of the incident or act which forms the basis of the charge or charges except in cases alleging prohibited discrimination which are administratively filed directly with the Authority's Office of Civil Rights which will be investigated within sixty (60) calendar days and the findings reported to management for its consideration thereafter. In the case of an Authority employee who previously held seniority in the Union and who is no longer in the bargaining unit, who has certain rights as set out in Section 109(c), the Authority shall send such notice not later than 30 office working days from the date the employee's superintendent/manager (or designee) first obtained knowledge of the incident or act which forms the basis of the charge or charges. If an employee makes a statement to the Authority during an investigation, the employee shall be given a copy of that statement. No employee will be removed from service until the Authority has completed its investigation and specifically described the disciplinary action to be taken. No employee may be disciplined for an accident in which mechanical fault is alleged to have contributed to the accident unless the Authority's test of that mechanical equipment is attended by a designated Union representative. No platform instructor may be disciplined for an accident, which occurs while the instructor's student is operating the vehicle.

The Authority shall, without further cause or recourse to any program, discontinue the employment of any employee who violates the Substance Abuse Policy within the first six (6) months of employment. Except as provided in the next sentence, any such discharge shall not be subject to the grievance procedure contained in this Section 104. A non-probationary employee who is discharged for violating the Substance Abuse Policy pursuant to this provision can use the grievance procedure contained in this Section 104 to challenge the validity of a positive test for drugs or alcohol (but may not use such procedure to challenge any other aspect of such discharge). This provision shall apply to employees hired on or after May 1, 2002.

- (e) It shall be the policy of the Authority not to suspend employees for misses or other minor violations of the rules if the necessary result can be obtained by other means of discipline. Suggestions from the Union will be welcomed regarding the best way to ensure good service without hardship on the employees.
- (f) If, when an employee is suspended or discharged, it is found either through agreement by the Authority and the Union or by the judgment of the Board of Arbitration, that the employee was suspended or discharged without sufficient cause, the employee shall be reinstated in the employee's former position and paid for the time lost at the employee's regular rate during such suspension or discharge, but if in the case of such discharge it is found that a suspension would have been proper, the time for a reasonable suspension shall be deducted from the payment of such lost time. An employee who, as the result of the resolution of a grievance, receives retroactive pay in excess of one month shall furnish written authorization permitting the Authority to obtain Social Security records to verify interim income.

An employee, whose disciplinary actions were exonerated, either by settlement agreement by the Parties or judgment of the Board of Arbitration, shall have all reference to such action removed/expunged from the employee's work record.

- (g) An employee, not permitted to work on account of the employee's physical condition, who feels capable of performing his/her duties, and whose physician contends is physically able to do so, may request that independent medical testimony be obtained and considered by the Authority before reaching a final decision; provided, however, that the employee's physician shall have the privilege of being present (without cost to the Authority) at any and all examinations to obtain independent medical testimony, and that the employee shall be furnished a copy of such medical reports.

Sec. 105 - Arbitration of Questions and Grievances

Properly accredited representatives of the Authority shall meet and treat with properly accredited representatives of the Union, on all questions and grievances in accordance with Section 104. Questions or grievances that cannot be amicably adjusted by said conferences shall be submitted to a Board of Arbitration composed of three (3) persons, one (1) to be chosen by the Authority, one (1) to be chosen by the Union, and the two (2) thus selected to select a third disinterested arbitrator; the findings of a majority of said Board of Arbitration to be final and binding. Each of the parties hereto shall name its arbitrator within five (5) days after having received written notice from the other party hereto, and if either party fails to name its arbitrator it shall forfeit its case. If, after a period of ten (10) days from the date of the appointment of the two (2) arbitrators representing the Union and the Authority, the third arbitrator has not been selected, then either arbitrator may request the American Arbitration

Association to furnish a list of five (5) persons from which one (1) shall be selected to act as the third arbitrator. The arbitrators appointed by the parties, no later than five (5) days after the receipt of such list, shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only (1) name remains. The remaining person on the list shall be the third arbitrator. All the conditions in this contract shall remain undisturbed during the arbitration proceedings. Each of the parties hereto shall bear the expense of its own arbitrator and the parties hereto shall jointly bear the expense of the third arbitrator.

Sec. 106 - Arbitration of Future Contracts

In the event that, pursuant to Section 601 of this Agreement, either party requests changes in this Agreement or requests termination of all or any part of this Agreement and negotiations fail to result in an agreement between the parties, all issues in dispute shall be submitted to a Board of Arbitration on written demand of either party. The Board of Arbitration shall be composed of three (3) persons, one (1) to be chosen by the Authority, one to be chosen by the Union, and the two (2) thus selected to select one (1) disinterested arbitrator. The findings of a majority of said Board of Arbitration shall be final and binding on the parties hereto. Each of the parties hereto shall name its arbitrator within five (5) working days after having received written notice from the other party hereto, and if either party fails to name its arbitrator it shall forfeit its case. If, after a period of five (5) working days from the date of the appointment of the two (2) arbitrators representing the Union and the Authority the disinterested arbitrator has not been selected, then either arbitrator may request the American Arbitration Association to furnish a list of five (5) persons, members of the National Academy of Arbitrators, from which the third arbitrator shall be selected. The Association shall be asked to furnish such list within seven (7) working days of the receipt of the request. The arbitrators appointed by the parties, no later than five (5) working days after the receipt of such list, shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate one (1) name until only one (1) name remains. The remaining person on the list shall be the disinterested arbitrator and shall act as chairman of the board. All the conditions in this contract shall remain undisturbed during the arbitration proceedings. Each of the parties hereto shall bear the expense of its own arbitrator, and the parties hereto shall jointly bear the expense of the third arbitrator. The Board of Arbitration shall hear evidence and arguments on all matters in dispute as expeditiously as practicable. The findings of a majority shall be submitted without undue delay and shall be retroactive to the expiration date of the contract.

Sec. 107 - No Strike-No Lockout

During the period covered by this contract, the service upon and operation of the lines of this Authority shall not be interrupted or interfered with by either party. All disputes arising between the Authority and the Union shall be resolved in accordance with Section 105 or Section 106 herein.

Sec. 108 - Probationary Period

- (a) The Authority may, at its own discretion, discipline or discharge any new employee during a probationary period of ninety (90) calendar days, or forty-five (45) work days, whichever is greater, and no grievance can be claimed therefore by the Union; provided, that any employee who has served the probationary period and has subsequently been separated from the Authority's service shall not be required to serve any probationary period if re-employed within one (1) calendar year from the date of such separation. Any employee who has served less than the full ninety (90) calendar day or forty-five (45) work day probationary period and has subsequently been separated from service and is re-employed within one (1) calendar year from the date of such separation shall be required to serve the balance of the ninety (90) calendar days (or forty-five work days), or forty-five (45) calendar days, whichever is greater, as a probationary period. Such employees, re-employed within

one (1) calendar year from the date of separation, shall be required to become members of the Union within thirty (30) calendar days from the date of their re-employment. Any employee who has been separated from service and is re-employed within one (1) calendar year shall receive the rate of pay to which the employee's previous service with the Authority would entitle the employee in the absence of any break in service.

The Authority shall notify the Union in writing of the fact of such employment or re-employment of any employee at the time of such employment or re-employment.

- (b) A newly-hired employee who receives Authority training in order to obtain a Commercial Drivers' License (CDL) for the position hired shall be required to reimburse the Authority for the cost associated with such training in the event the employee voluntarily leaves the service of the Authority within one year of receiving the CDL.

Sec. 109 - Seniority - General

- (a) Seniority shall be on the basis of three (3) seniority districts: one (1) district shall be composed of all operating employees, another of all maintenance and construction employees, and the other of all administrative and clerical employees.
- (b) Seniority attained under predecessor companies shall be maintained. Wherever continuous service is required for benefits and practices it shall be interpreted to include continuous service with predecessor companies.
- (c) Employees who were or will hereafter be promoted or transferred to any position not included in the bargaining unit, shall have their seniority frozen on the date of promotion or transfer except that employees may continue to accumulate seniority in the district from which the employee was promoted or transferred for as long as the employee continues to pay required dues and assessments to the Union. If said employee should no longer qualify for such position or if such position is abolished, the employee shall be transferred back to the employee's former classification with accumulated seniority, unless the employee is dismissed from the service of the Authority for a cause which would have justified the employee's dismissal from the employee's former classification as an hourly-rated employee.

Disputes arising out of the application of this section shall be handled through the grievance machinery as provided herein and shall be limited to the question of such employee's rights as specified in this Agreement with respect to the employee's former classification only, it being understood that such an employee's claim of rights to that supervisory position as such is not covered by the grievance machinery in this Agreement.

- (d) Effective April 2, 2002, in the event that two or more employees establish seniority in the Maintenance and Construction (Part Three of the CBA) or the Administrative and Clerical (Part Five of the CBA) districts on the same date, the last four digits of the employees' social security number will be utilized in ascending order for ranking purposes.

Sec. 110 - Subcontracting

- (a) The Authority shall not contract out or subcontract any work normally performed by the employees within the bargaining unit defined in this Agreement which would result in a layoff, transfer or demotion of these employees.
- (b) The Authority shall not subcontract, privatize, or transfer work to another governmental subdivision, any portion of the work described herein, below. All such work shall be

designated as falling within the scope of the Local 689 Collective Bargaining Agreement.

- (1) Operators of fixed-route revenue buses, except bus bridges and service added to cover special events which cannot be covered with the existing bus fleet and/or available bus operator staff;
- (2) Operators of revenue trains;
- (3) Janitors in the rail stations, bus garages, and rail car garages;
- (4) Rail Station Managers;
- (5) "Division Clerks" in the bus garages, and rail car houses;
- (6) All routine maintenance of Metrobus revenue and nonrevenue vehicles, excluding car cleaning, major body work, tire maintenance and new tires, and bus subcomponents;
- (7) All routine maintenance of Metrorail revenue and nonrevenue vehicles, excluding car cleaning, major overhaul of rail cars and rail car subcomponents; and
- (8) Maintenance of track and structures, excluding inspection, major production, or Advance mobile flaggers.

It is understood that any of the above-referenced work that is currently contracted out will be transitioned back in-house following the expiration of the subcontract but not later than July 1, 2021. It is further understood that these provisions will not apply to the Cinder Bed bus operation until the termination of the TransDev contract, but no later than January 1, 2022.

Sec. 111 - Driver's Permit and Other Allowances

- (a) The Authority shall reimburse employees for the cost of any driver's permit, endorsement(s) and/or special license(s) (other than a permit authorizing the driving of buses issued by the Department of Motor Vehicles of the jurisdiction in which the employee resides-District of Columbia, Maryland, or Virginia) where the work within a particular job classification requires the same.
- (b) Any loss of personal property of an employee, resulting from a hold-up, robbery, or theft, occurring while the employee is on duty, shall be reimbursed by the Authority, provided, that the employee is not carrying an amount of money or property which is unreasonable under all the circumstances.
- (c) In the event a CDL records check results in an employee being withheld from their regular schedule and such employee is able to establish that his or her record was incorrect and he or she was wrongly held from work, the Authority will reimburse the employee for one day lost from his or her regular schedule. An employee subject to the first sentence of this paragraph, who has lost time in excess of one regular workday, due solely to the Authority's notice to the employee occurring after hours of the DMV or when the DMV offices will not be open on the employee's next regular workday, may request in writing to have his or her situation reviewed by the Department Director to determine if an exception should be made to the maximum payment of one day's pay. Under such circumstances, the Authority will pay one half of the lost time in excess of one day's pay, not to exceed one additional day of pay.
- (d) The Authority shall establish a protocol to provide employees with 60 days' notice of pending expiration of DOT Medical Examiner's Certificate and scheduled appointment with Authority's medical Department, sufficiently in advance of expiration date of certificate.

Sec. 112 - Leave of Absence on Union Business; Union Bulletin Board

- (a) Any member of the Union elected to or appointed to any office which requires the member's absence from the service of the Authority, within the gift of the Union or its International Office, or a state or local AFL-CIO Central Body, or as an employee serving the Trustees of the Transit Employees' Health and Welfare Fund, shall be granted leave of absence upon request to attend the duties of said office. Upon the expiration of the member's tenure of office the member 1) may elect to be returned to the last position held without regard to the seniority of the then current incumbent, or 2) bid on a current posted vacancy in a job classification for which the employee is qualified and possesses the fitness and ability. In either case the employee shall maintain his/her full seniority rights from the time of the member's last employment by the Authority (or its predecessor companies) provided the member is physically qualified to perform such service. The employee shall be considered to have been in active service from the last date of employment prior to having been granted a leave of absence pursuant to this provision.
- (b) Any member or members appointed by the Union to perform committee work, or as delegates to conventions, shall be granted leave of absence for the performance of said duties. It is further agreed that the Union will, make a good faith effort to provide a minimum of five (5) days advance notice of impending absences occasioned by this provision and will work with management limiting the impact upon manpower demands at a particular division/location.
- (c) The Union shall have the privilege of placing in each shop or garage a bulletin board where notices of the Union can be posted. The bulletin board shall not be used or posting political matter of any kind whatsoever, relating to federal, state or local political office
- (d) Union Shop Stewards, Executive Board members, Union Delegates, or any other member appointed by the Union to perform committee work shall receive work credit for time lost on Union business up to sixteen (16) days per year for purposes of determining eligibility for safety and safe driving awards.

Sec. 113 - Payment for Court Appearances

- (a) An employee shall be paid for all time lost from work when required by the Authority to provide statements, or locate evidence concerning accidents or occurrences for which the employee is shown not to be responsible.
- (b) An employee required by the Authority to attend Court or Inquest shall be paid for all time lost from work, or all time spent, whichever is greater Travel time shall be included in computing time lost from work, or time spent.

Under circumstances otherwise not compensated in this Section 113(b), an employee required (summoned) to attend court or inquest not required or at the behest of the Authority shall utilize vacation leave (day of vacation) not to exceed eight (8) hours of vacation pay for each day of such required attendance. A single day of vacation earned but not selected during the current - vacation year will be utilized first before adjustments are made to previous selected (picked) single vacation days. Employees with no available vacation single days will be granted leave without pay to attend the court or inquest.

- (c) An employee summoned or required by the Police or Court Authorities to attend Court or Inquest shall be paid for all time lost from work when involved in an accident or occurrence with an Authority vehicle while on duty, and under the following circumstances:
 - 1. When involved in a non-moving (standing) accident or occurrence where the Authority vehicle was standing at the time of impact, provided, the Authority vehicle had been standing a reasonable length of time prior to the impact, so the employee would in no way be judged as contributing to the accident.
 - 2. When mechanical failures or defects have been properly reported, in conjunction with the accident reporting process, as a contributory factor to the accident or occurrence.
- (d) An employee who is involved in a moving accident, and is required by the Police or Court Authorities to attend Court or Inquest will not be paid for time lost from work or spent attending Court or Inquest, unless there are extenuating circumstances which establish that the employee did not contribute to the accident or the accident is judged to be non-preventable, as determined under the parties' accident policy. However, at the request of the employee, the Authority will make reasonable efforts to adjust the employee's working hours, or assign substitute work, so as to provide the employee an opportunity to work and earn a day's pay. In that event, the penalty pay provisions in Subsections 204(d) and 204(f) will not apply.
- (e) An employee required by the Authority to attend Court or inquest pursuant to this Section on an assigned day shall be compensated for all time spent, including travel time (as calculated by MapQuest or similar software), at time and one-half the regular rate.

Sec. 114 - Free Transportation

Free transportation at all times shall be furnished for all employees of the Authority on all lines.

Sec. 115 - Vacations

- (a) One (1) week's vacation with pay will be granted employees of one (1) year or more and less than two (2) years of continuous service, two (2) weeks to employees of two (2) or more and less than five (5) years of continuous service, three (3) weeks to employees of five (5) or more and less than ten (10) years of continuous service, four (4) weeks to employees of ten (10) or more and less than fifteen (15) years of continuous service, and five (5) weeks to employees of fifteen (15) or more and less than thirty (30) years of continuous service and six (6) weeks to employees with thirty (30) years or more of continuous service, completed at the beginning of, or attained during, the vacation year.

Employees with twenty (20) years of continuous service but less than thirty (30) years, completed at the beginning of, or attained during, the vacation year, will be granted one (1) day of vacation with pay in addition to the five (5) week allowance.

- (b) One (1) additional day of vacation with pay for each year of continuous service, beginning with the thirty-first (31st) year, completed at the beginning of, or attained during, the vacation year, will be granted employees.

- (c) To be eligible for a vacation as provided for above, an employee must have worked on a number of days equaling at least seventy percent (70%) of the number of days on which the employee was scheduled to work in the twelve (12) months prior to the beginning of the vacation year (July 1 through June 30) in which the vacation is to be taken [or, in the case of employees who first become eligible for a one-week vacation after July 1, in the twelve (12) months prior to their vacations]; provided, that absence due to illnesses of more than seven (7) days and totaling not more than sixty(60) days authenticated by a doctor's certificate will be, upon application of the employee considered as time worked for the purposes of this Section, as will time spent on jury duty and Union business, the latter not to total more than sixty (60) working days; provided, further, that an employee who has worked less than seventy (70) percent of the number of days on which the employee was scheduled to work in the twelve (12) months prior to the beginning of the vacation year but who has worked fifty (50) percent or more of such scheduled working days shall be entitled to one-half (1/2) of the paid vacation to which the employee would have been entitled had the employee worked at least seventy (70) percent of such scheduled working days.

Notwithstanding the foregoing, if any employee receives Workers' Compensation benefits for one (1) full year of absence or more, such employee shall not be entitled to receive a paid vacation until returning to work and fulfilling the above work requirement(s).

- (d) One (1) week's vacation for employees, in classifications other than operating, will be interpreted as forty (40) hours at the employee's straight-time rate without any overtime allowances.

All employees in operating classifications shall have their vacation pay calculated on the basis of their regularly scheduled assignment at the time the vacation is taken, provided that full-time extra board operators and part-time operators shall receive vacation pay based on the average number of weekly (or daily) pay hours received during the preceding four complete work weeks.

All Depot and Rail Division Clerks shall have their vacation pay calculated on the basis of their regularly scheduled assignment at the time the vacation is taken.

- (e) Vacation pay shall be paid in regular weekly periods, and shall be paid in the normal payroll cycle and on regular pay days so that the normal continuity of an employee's pay shall not be interrupted during the period of the employee's vacation, provided, that if an employee who is entitled to vacation under the provisions of this Section, because of illness or injury, loses one (1) or more full weeks the employee will, upon application, be allowed to have the employee's vacation run concurrently with such period of absence and be paid for the vacation to which the employee is entitled.
- (f) Employees in operating classifications with two (2) or more years of continuous service may elect, at the time of the annual vacation pick, to set aside ten (10) days of vacation to be used in single day increments.

Employees in all other classifications may elect, at the time of the annual vacation pick, to set aside up to the full vacation entitlement to be used in single-day increments.

All employees electing single-day vacations shall be required to schedule individual days at the time of the annual vacation pick. Scheduled days may be changed for

personal reasons at the request of the employee subject to approval by the employee's supervisor, provided that such approval shall not be unreasonably withheld. Such requests should be made at least three (3) days in advance when possible. The Authority will approve or deny the requested day off in writing as soon as practical after requested, but not later than 48 hours before the requested day off.

During the annual vacation pick for each single-day vacation, Maintenance and Construction District employees will have the option of selecting the actual vacation dates to be taken, or if the vacation is to be postponed until after the implementation of the December shift pick, of declaring the month(s) during which the single-day vacations will be used. Within two weeks of the December shift pick effective date, each Maintenance Supervisor will conduct a single-day vacation pick in order of seniority for those employees having chosen the option to schedule single day vacation dates in the months after the December shift pick.

- (g) With respect to employees returned from military service who are restored to service within the time limit provided by law, for the purpose of determining vacation allowance under the length of service requirement, the time of service prior to entering military service, and the time of military service, will be counted. Such employee, for the employee's first vacation following such return, will be granted the vacation to which he/she would be entitled after the completion of six months' continuous service following the employee's return to service, if during such six-month period the employee has worked at least 110 days; provided, that absences due to illnesses of more than seven (7) days, and totaling not more than sixty (60) days, authenticated by a doctor's certificate, will, upon application of the employee, be considered as time worked for purposes of this Section, as will time spent on jury duty and Union business, the latter not to total more than sixty (60) working days.
- (h) In the event the active service of an employee who has become entitled to a vacation terminates for any reason before the employee has taken all or part of the vacation to which the employee has become entitled, the employee (and in the event of his/her death, the beneficiary) shall be paid for such vacation or for such portion of the vacation as has not been used.

In the case of an employee who leaves the bargaining unit for any reason, the vacation weeks or days that the departing employee had selected at the annual vacation pick shall be posted by the Authority at that employee's division and offered to any other employee at that division. Such vacated weeks or days will be posted as soon as practical but not later than ten (10) calendar days after the departing employee's last day of work. The vacation weeks or days of the employee who is awarded the newly available vacation slots will not be posted for bid.

- (i) In cases where an employee's active service terminates by reason of retirement or entrance into the armed forces of the United States, the employee shall be granted, in addition to the vacation previously earned, as described above, a prorated vacation in the proportion that the calendar period the employee has been on the payroll since the previous July 1 bears to twelve (12) months. Notwithstanding the above, employees whose active service terminates for any reason after completing the seventy percent (70%) work requirement prescribed in Subsection 115(c) shall receive one hundred percent (100%) of their vacation entitlement earned in the current year.

- (j) To be eligible for a prorated vacation, as provided for in paragraph (i), above, an employee must have worked at least seventy percent(70%)of the number of day he/she was scheduled to work during the period from the July 1 preceding the employee's termination to the date of termination; provided, that absences due to illness of more than seven (7) days, and totaling not more than that proportion of sixty(60)days that the calendar period the employee was on the payroll since the previous July 1 bears to twelve (12) months, authenticated by a doctor's certificate, will be, upon application of the employee, considered as time worked for the purposes of this Section, as will time spent on jury duty and Union business, the latter not to total more than sixty (60) working days.
- (k) Employees approaching retirement shall have the option of either taking their earned vacation, whether pro rata or otherwise, prior to retirement, or taking vacation pay in lieu of vacation after retirement.
- (l) Vacations may neither be waived nor made cumulative but may be split into weekly periods, upon request of the employee, whenever practicable. Vacations shall run between assigned days off whenever practicable. Vacations shall be taken following the assigned days off in the week originally picked, even if the assigned days off are changed. Selected vacation time shall not be changed upon promotion or transfer to other departments, divisions, or work locations absent mutual agreement. No employee will be required to work during vacation. However, the Authority, in coordination with the vacation pick, may offer to buy back vacations, provided that such offer must be extended across the bargaining unit without discrimination. Employees may volunteer to sell one week of vacation per year. Employees opting to participate shall receive a lump sum equal to one week's vacation pay in the payroll period following the date of declaration.
- (m) In each internal division vacations shall be picked within job classification according to district seniority. In the case of Maintenance and Construction, the selection of vacation shall be made in the same manner as work (Groups II through VII by classification and pay grade, i.e., Ms and As in one group; Bs and Cs in another; Ds (Helpers) in a third, and Leads), except as otherwise agreed in writing by the Union President/Business Agent and the appropriate Management Official who together may exercise flexibility in the manner vacation is selected within a particular classification, group or pay grade. Employees who, during the vacation year, shall become entitled to receive a vacation, or a longer vacation than they would be entitled to pick on the basis of years of continuous service at the time of the pick, shall be entitled to pick, at the time of the pick, the week(s) of vacation or additional week of vacation to be taken subsequent to the anniversary date of their employment by the Authority. Vacations shall be scheduled during the vacation year July 1 through June 30 as may be to the least detriment of the service and must be completed within four (4) weeks beyond the end of the vacation year.

Vacation declarations (in terms of weeks, single day use, banking and buy back) shall be made by each employee in advance of the actual vacation selection process. The declarations will be used in conjunction with the establishment of the Authority's manpower requirements to assure that each employee will be entitled to select their complete vacation entitlement for the current year in seniority order.

In the event an employee fails to exercise his or her right to select vacation within seventy-two (72) hours from the official notice of the individual's right to pick, the employee designated by the Union to assist in the general pick shall select the individual's vacation on behalf of the affected employee. It is understood that prior to the seventy-two (72) hour point the management shall assume the full responsibility for vacation selection procedures.

Notwithstanding the above, Revenue Collection Technicians who select work in the coin room shall select vacations with other coin room personnel.

- (n) Commencing July 1, 2019, employees may elect to accumulate and carry over from one year to the next earned vacation on the basis of continuous length of service as follows:
 - 1) Not more than 30 days - less than 15 years of service
 - 2) Not more than 45 days - 15 or more years of service

During the annual vacation selection (pick) employees will be permitted to set aside or accrue earned vacation days.

The utilization of accumulated vacation requires prior approval of supervision in situations other than those contemplated in paragraph (m). Approval is subject to the demands of the service requirements of the Authority.

Accumulated vacation shall be paid at the employee's current hourly rate of pay when utilized or upon leaving the services of the Authority (resignation, termination, retirement, etc.). Employees shall have their daily pay calculated on the basis of their regularly scheduled assignment at the time the vacation is taken. Extra Board Operators shall have their daily pay calculated on the basis of the average number of weekly (or daily) pay hours received during the preceding four complete work weeks.

- (o) Up to five (5) bid, but unused, vacation days remaining at the end of each vacation year, shall be cashed out by the Authority at the employee's hourly rate in effect on the last day of the vacation year.
- (p) Vacation picks shall be posted at each Division, and will show each employee's name, badge number, seniority date, and the vacation dates selected.
- (q) In the event an employee is ill or injured, or an employee's spouse, domestic partner or child is ill, and the employee has accrued vacation time available, the employee may use such accrued time in single days for the purpose of caring for themselves the ill spouse, domestic partner or child. In addition, an employee may borrow up to five (5) days of the following year's vacation entitlement for purposes of this provision. The employee shall submit medical documentation to support the leave request.
- (r) When a scheduled vacation falls during training, the employee shall have the option of cashing-out the vacation days in question or rescheduling the vacation by re-picking from the remaining vacation days available within the same vacation year.
- (s) Vacation picks shall be completed by July 1; and the vacation entitlement shall be based upon required work days calculated from May 1 through April 30 of the previous year.

Sec. 116 - Sick Leave

- (a) The provisions of this section will apply to all employees in active service excluding part-time retirees as defined in Section 220 and Sec. 314
- (b) Employees in the active service of the Authority who have had one (1) or more years of continuous service will be allowed sick leave of twelve (12) days of eight (8) hours each per year on an annual basis. Daily sick-leave pay for part-time bus operators shall be based on the average number of daily pay hours received during the preceding four complete work weeks. Such sick leave shall be cumulative. Any unused portion of such twelve (12) days per year shall accumulate to the credit of the employee, and there shall be no limit to the amount of such accumulation. Employees who are ill for a period of more than two (2) consecutive workdays shall be paid for sick leave beginning with the third (3rd) day of illness if that is a scheduled workday.

All employees shall receive payment for sick leave beginning with the first day of illness if that is a scheduled work day if (1) they are ill for fourteen (14) consecutive days; or (2) they are hospitalized during their illness; or (3) they have five years of continuous service and have twelve (12) days of sick leave in the bank or (4) they have used six (6) days or less of sick leave during the previous calendar year. However, paid sick leave for Administrative and Clerical employees, Division Clerks and Related Personnel, Storeroom Clerks, Inventory Parts Specialists, and Material Control Clerks, shall commence with the first scheduled work day lost due to illness or injury. A doctor's certificate shall not be required in cases of absences of three (3) days or less, except that the Authority may require a doctor's certificate in any case where there are more than four (4) such absences in any period of twelve (12) months.

- (c) Fractional days of sick leave are to be paid and charged to supplement any benefit under Workers' Compensation to the extent required to make up a regular day's pay for the compensable working days involved. Such fractional days of sick leave as may be involved in one period of disability shall be charged to the accumulated sick leave bank of the employee. Benefits under the Transit Employees' Health and Welfare Plan shall not be deducted, and such benefits shall not affect any sick leave or Workers' Compensation payments.

Fractional days of sick leave shall also be paid and charged in any case where an employee is relieved from duty for a portion of a regular scheduled work day on account of illness or injury; provided, however, that in the event the employee is not entitled to sick leave until after he/she has exhausted a waiting period, the day on which the employee became ill shall be counted as a waiting day. In the event fractional days of sick leave are paid, the Authority shall make up the difference between the time worked and eight (8) hours, and the employee's sick leave will be reduced by the equivalent number of full minutes.

- (d) Payment for sick leave will begin on the day or days provided for in paragraph (b) above (i.e., the third or first day) after the employee has reported the illness or injury to the Authority; provided, that such report has been made no later than four (4) hours after the hour the employee is to report for work, and that the employee is by that day under the care of an attending physician. However, upon proof by an employee that for reasons beyond the employee's control he/she was unable to report on time or to have someone report for the employee on time and that report was made as soon thereafter as possible, then such proof will be used to establish the work day on which payment for sick leave will begin.

After the initial required report and following each seven (7) consecutive days thereafter, employees on paid or unpaid sick leave for non-occupational causes, who are physically able, shall report (by telephone or in person) to their immediate supervisor or the supervisor's designee. Such report shall include the current medical status of the employee and prognosis for return to duty (if known), and a telephone number or address where the employee can be contacted during the period of illness.

- (e) Written application for paid sick leave must be made by the employee upon reporting for return to work on a form provided by the Authority. When required pursuant to Subsection 116(b) such application shall be accompanied by a certificate signed by a duly qualified physician (including, for purposes of this provision, the doctor's nurse), who has attended the employee during the period of his/her injury or illness, stating the nature of the illness or injury, the beginning and ending dates the employee was under medical care and the date when the physician considers the employee able to resume normal duties. The attending physician must be an M.D., psychologist, chiropractor, podiatrist, or an osteopathic physician who is a member of the Association of Osteopathic Physicians, or in dental cases, a D.D.S. Such persons must be graduates of recognized professional schools in their respective fields. The certificate must be on the physician's prescription blank or letterhead and free from changes and erasures.

In cases of injury or illness which are likely to be protracted, employees will be notified of their sick leave entitlement and encouraged to file applications for sick leave within thirty (30) days from the date of such notice. Employees failing to apply for sick leave within the thirty (30) day period may apply at any point thereafter but will be entitled to receive no more than thirty (30) calendar days of sick leave retroactive from the actual date of request. The foregoing limitation shall not apply to any employee who has become permanently disabled and does not return to his or her former classification.

In cases where the employee applies for sick leave before returning to work the certifying physician will certify that he or she is the attending physician, stating the nature of the illness or injury, the beginning date when the employee was under his/her care and the probable length of time the employee will be unable to attend to the employee's normal duties. Sick leave payments in such cases will be made as soon as practicable after the employee is entitled to receive the same and will be paid in regular five-day weekly periods.

In the event of death of any employee covered by this Agreement, the employee's beneficiary shall be paid in accordance with the terms of this Agreement for the number of days the employee was sick.

- (f) Upon request of the Authority an employee claiming sick leave pay shall submit to an examination by the Medical Officer of the Authority or by a doctor whom he or she may designate; provided, however, that no employee at any time will lose any pay because a physician is not available, whether the illness or injury is of one (1) day's duration or more.
- (g) Sick leave payments will not be made to employees whose illness or injury is caused or results directly or indirectly from the use of intoxicants, narcotics, or from their own misconduct. However, employees who enter the Authority's drug and/or alcohol rehabilitation program voluntarily, or as the result of a referral prior to an act which gives rise to discipline or discharge, or as the result of a grievance resolution, shall be

entitled to use their accumulated sick leave for the purpose of participating in an Authority approved program and under the supervision of the Authority's Rehabilitation Coordinator. These employees shall be subject to the reporting, supervision and rehabilitation requirements established by the program's coordinator, as a condition for continued program participation as well as continued use of sick leave as provided in this Subsection (g). In the event the employee exhausts his/her accumulated sick leave he/she may be allowed a leave of absence (without pay) up to a maximum of six (6) months to successfully complete the rehabilitation program.

- (h) Any unused accumulation of paid sick leave will be canceled upon the termination of an employee's active service, whether voluntary or otherwise. Retirement credit may be available under Section 8 (d) of Appendix A.
- (i) Where an application for sick leave payment has not been made in good faith, the employee making such application shall be subject to disciplinary action or dismissal. The Authority may take whatever steps it may deem necessary to establish the validity of a claim.
- (j) Employees shall be allowed up to a maximum of two (2) hours leave from duty when necessary in order to keep an appointment at the Health Center on not more than eight (8) occasions per year. Such leave shall be paid and charged as sick leave, the total not to exceed sixteen (16) hours. In addition to the foregoing allowance, employees shall receive up to two (2) hours pay per year not charged to sick leave for the purpose of undergoing a medical examination and/or consultation required by the Authority.
- (k) Nothing in this Section shall affect the prevailing practices of the Authority with regard to handling cases of illness or injury of its employees or the right of the Authority to require medical examinations at any time.
- (l) The Authority shall grant to employees up to six (6) months of maternity leave following the date of childbirth. Employees may use available sick leave and sickness and accident insurance during this period at their discretion.
- (m) Employees shall be permitted to use up to 2 days of paid sick leave per calendar year for absence caused by illness or injury of dependent children or spouse.
- (n) Absences protected by the Family and Medical Leave Act (FMLA) of 1993, as amended, shall not be counted as sick leave occurrences for disciplinary purposes under the Authority's absentee policy.

Sec. 117 - Pensions

- (a) The retirement and disability benefits for the employees covered by this Agreement are set forth in "Transit Employees' Retirement Plan" which is set forth in full as Appendix A hereto and made a part hereof.
- (b) **Deferred Compensation:** The Authority shall establish an IRS Section 457 Deferred Compensation Program designed and administered in full compliance with IRS rules and regulations. Employees electing to participate in this program will determine the amount of their contributions and select their investment funds from a program that offers diverse investment options.

Sec. 118 - Health and Welfare

- (a) The Transit Employees' Health and Welfare Fund Plan is set forth in full as Appendix B hereto and made a part hereof.
- (b) Subject to the Authority's determination as to the availability of space not required by it for other uses, which determination shall be solely within its discretion, the Authority will provide space for exercise equipment at each major work location. In the event the Authority determines that previously designated space must be reclaimed for other uses, it shall provide a minimum of one (1) week's notice to the Union to allow for the removal of exercise equipment from that location. If the Union objects to the Authority's exercise of discretion under this provision, it may file a request for review of that decision with the Deputy General Manager, Operations. The Authority's decision may not be the subject of a grievance or arbitration proceeding pursuant to Sections 104 and 105 of the Agreement.
- (c) Health Premium Gain Sharing Credit - If (1) the independently generated Customer Satisfaction Survey Scores based on a random sample of customers 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 (2) the Authority's FY07 operating budget surplus exceeds \$10,200,000, then the Authority will provide each full-time employee participating in the Transit Employees Health and Welfare Plan a credit equal to the lesser of \$500.00 or the required employee contribution for 2008. The credit would be applied to the employee's share of Health and Welfare coverage 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 the lesser of \$250 or the required employee contribution for 2008.

Sec. 119 - Holidays

- (a) New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Christmas, Presidential Inauguration Day (once every four years), or the days on which they are observed, and a "floating day," a day of the employee's own choice, are "guaranteed" paid holidays for all employees, except those properly suspended or on furlough. Employees absent from work and receiving Workers' Compensation benefits on a holiday shall not be entitled to the holiday pay. On each such day employees will be paid eight (8) hours at their regular rate without working, regardless of whether the holiday falls on a scheduled work day or on a regularly scheduled day off. Daily holiday pay for part-time bus operators shall be based on the average number of daily pay hours received during the preceding four complete work weeks.
- (b) An employee who works on these days shall receive, in addition to the aforesaid eight (8) hours' pay, pay for all time worked with a minimum of sixteen (16) hours straight time pay. Part-time employees who work on holidays shall receive pay for all time worked, without a minimum, in addition to the aforesaid holiday pay.
- (c) In order to qualify for the holiday allowance, employees must complete their assignments on their last scheduled workday preceding and their first scheduled workday following a holiday in addition to performing all of their assigned work on said holiday; provided that, in determining for this purpose whether such assigned work has been performed, its nonperformance by an employee will be excused if its nonperformance was because of any of the following causes: jury duty, death in his/her immediate family, proven injury or illness, absence on Union business, military leave (for up to thirty (30) days) or any other

absence with Authority approval; and provided further that an employee who performed service after a miss/late will be considered to have completed the assignment for purposes of this provision.

If any such holiday falls on a day during an employee's vacation, the employee shall receive in addition to vacation pay, the eight (8) hours' holiday allowance for that day (or average pay hours as determined above in the case of part-time operators).

- (d) The floating holiday will be taken on the employee's birthday whether or not it is a scheduled workday. If the employee's birthday falls on one of the employee's regular workdays, the employee may elect, with the approval of the Authority, to work the holiday. An employee may elect, in accordance with seniority, with the approval of the Authority, to observe as the "floating" holiday a regularly scheduled workday other than the employee's birthday. The floating holiday, if elected, must be taken during the July 1 through June 30 period. Employees whose birthdays fall on a date before completion of their probationary period may, following completion of probation, select any non-working day or, with the approval of the Authority, a day on which they are scheduled to work, to take the floating holiday.
- (e) All employees excused from working on a holiday shall be notified by 3:00 p.m. the preceding day or sooner, for holidays observed on a day other than Monday. For holidays observed on Monday, such notification shall be provided on the preceding Friday.

Sec. 120 - Bereavement Leave

In the event of absence occasioned by death in his/her immediate family, an employee covered by this Agreement shall receive pay for not more than three (3) days of eight hours each, at the straight time rate; provided, however, that if the employee attends a funeral that is more than 150 miles from the employee's home of record, the employee shall receive pay for one (1) additional day of eight hours, at the straight time rate.

For purposes of this provision "immediate family" means parent, or person who stands in place of the parent, child, grandchild, spouse, parent of spouse, brother, sister, grandparent, grandparent of spouse, domestic partner and any dependent relative or common law spouse domiciled in the employee's home; "absence" means absence on a scheduled work day. Additional unpaid leave shall be granted for the purpose of making funeral and other arrangements in connection with any death within the immediate family. Pay for part-time bus operators shall be based on the average number of daily pay hours received during the preceding four complete work weeks.

Sec. 121 - Uniforms, Work Clothes and Tools

- (a) The Authority shall pay each active employee (including part-time bus operators and station managers) required by Authority rule or condition of work to wear uniforms a semi-annual cleaning allowance on January 1 and July 1 of each year of \$110.00. In addition, each January active employees shall receive a uniform voucher equal in value to the sum of three official summer shirts and two pair of summer pants (pleated) on the date the voucher is issued. Such uniform vouchers may be accumulated from year to year and used anytime in the purchase of uniform items of the employee's choice. However, lost vouchers will only be replaced within one year from the original date of issuance.
- (b) The Authority shall provide each employee in those non-operating job classes, in which employees are required by the Authority to wear prescribed work clothing, three laundered sets of work clothes per week (work shirts and work pants or coveralls).

These work clothes will contain an identifying patch. Employees will be required to wear the work clothes provided under this Section. In addition to the above allowance, the Authority will provide a sufficient number of snow suits at each maintenance facility.

- (c) The Authority shall pay, on April 1 of each year, a tool allowance of \$320.00 to Bus Maintenance mechanics, and \$220.00 per year to all other active employees who are in a job classification that requires the employee to supply their own tools. The tool allowance shall not apply to an employee who is in a job classification that does not require the employee to have tools or an employee who draws all required tools from Authority stores. Incumbent employees in Mechanic AA, Mechanic A, and Mechanic B jobs as of November 29, 1976, who are not in a job classification that requires the employee to supply their own tools but who have heretofore received the tool allowance, shall continue to receive the tool allowance so long as they continue in their present jobs. Their successors in these jobs (in which the Authority does not require purchase of tools) shall not receive the tool allowance. Employees newly hired or promoted into a classification (including TSP) eligible for the tool allowance shall receive, with their initial pay check, a pro-rated tool allowance based upon the number of months between the point of hire or promotion and the next succeeding April 1.

The Authority will arrange for the storage of tool boxes in a locked or secure area when employees are off duty. When employees are assigned to a mobile maintenance crew and must transport their tools, the Authority shall arrange for the security of the tools on the vehicle by means of a lock box or other suitable means.

Annually each employee will provide the Authority with a complete tool inventory which will be verified and approved by the supervisor in charge of the facility. The annual inventory together with the tools added during the year (which were approved by the supervisor in charge of the facility) will be the basis of any subsequent claim for losses as the result of theft. The Authority will not be liable for tools lost due to theft in the event of employee negligence or for tools other than those required or approved by the Authority and inventoried as provided above. Further, the Authority shall not be liable for theft of tools which are removed from Authority premises for off-duty use.

Employees newly hired on or after July 9, 2013, into classifications eligible for the tool allowance provided herein shall be furnished, at the Authority's expense, all tools necessary to perform the work of their classification. Said employees shall not be eligible for the tool allowance. Additionally, incumbent employees may elect to be provided all necessary tools by the Authority in lieu of the tool allowance provided under this provision.

- (d) The Authority shall pay each traffic clerk a semi-annual clothing allowance equivalent to fifty (50) percent of the uniform allowance payable under Section 121 (a), above.

Sec.122 -Records to be Furnished to Employees

- (a) At least once each year, employees to whom this Agreement applies will be furnished a statement showing total earnings, accumulated vacation, accumulated sick leave and total pension contributions and interest accrued thereon.
- (b) The Authority shall establish a protocol for providing the Union's Secretary Treasurer with a quarterly report regarding transfers into and out of the Local 689 bargaining unit. Information will include the employee's identity, classification, union affiliation and dates of transfer/separation. (It is understood that this information is in addition to the Personnel Action Reports presently provided).

- (c) The Authority shall furnish the Union with a quarterly report identifying all retired part-time employees along with their monthly earnings.

Sec. 123 - Wage-Hour Law Amendments

If, as a result of action hereafter of the Wage-Hour Administration or the Courts, a rule is finally determined as a consequence of the elimination of the transit exemption from the overtime provisions of the Fair Labor Standards Act, which results in a significant change in costs or benefits under this labor Agreement, the party adversely affected may reopen the Agreement upon thirty (30) days' notice, for renegotiation of the affected provision. If the parties are unable to resolve the matter by negotiation within thirty (30) days following such reopening, the dispute on the reopener may be submitted to final and binding arbitration hereunder by either party.

Sec. 124 - Physically Disqualified Employees

An employee who becomes physically disqualified (other than temporarily) from performing the work of the employee's class shall, following application by the employee, be offered the first permanent vacancy or new job in the bargaining unit which pays not less than seventy-eight percent (78%) of the rate of the employee's job class for which the employee is qualified. No such job offer shall be made until after other bidding rights under the contract are exhausted. (e.g., Sec. 301, 506).

If such disqualified employee refuses to accept a job offer, which pays ninety-two percent (92%) or more of the employee's job class, the employee will not be considered "physically or mentally disabled from performing his/her duties" as defined in Section 8 (c), Appendix A.

If no bargaining unit job is available, the Authority will make every reasonable effort to place such employee in a non-bargaining unit job for which the employee is qualified at the established rate for that job. Further, if no bargaining unit job is available, or if the employee refuses a job offer, the employee will remain on the entitlement list for three (3) years from the date of disability or until retirement if sooner. Such employee may, however, refuse job offers which pay seventy-eight percent (78%) but less than ninety-two percent (92%) without loss of retirement or re-employment rights.

Physically disqualified employees who, as a result of this provision, transfer from one seniority district to another shall carry accrued seniority with them and continue to accrue seniority in the district from which the employee was transferred. It is understood, however, that such total Authority seniority will be exercised for purposes of vacation picks, work selection, etc. but not for bidding out of the job class awarded in accordance with this provision.

Employees accepting employment under this Section shall continue to accrue service for all benefit purposes.

An employee who becomes disqualified from performing the work of his/her job for reasons other than physical shall be given reasonable opportunity to fill any new job or permanent vacancy in the bargaining unit for which the employee is qualified, at the established rate for that job. An employee shall not be considered "disqualified" as that term is used in this paragraph if the employee is or has been dismissed for sufficient cause.

Employees who are declared permanently physically disqualified from performing the work of their classification, but who, if actively employed would hold a bidding right into a classification, within their current seniority district, for which they are qualified, physically and otherwise, will be permitted to exercise that bidding right notwithstanding any other provision of this

Agreement to the contrary. Employees who are declared temporarily disqualified from performing the work of their classification will, upon return to work, be permitted to bump into their classification (on the run, shift, location, etc.) in accordance with their seniority.

Sec. 125 - Wages

- (a) The rates of pay in effect on June 30, 2020, shall be increased for all classifications, as follows:
 - 2.0% at the beginning of the payroll period nearest July 1, 2020
 - 2.5% at the beginning of the payroll period nearest July 1, 2021
 - 2.5% at the beginning of the payroll period nearest July 1, 2022
 - 2.5% at the beginning of the payroll period nearest July 1, 2023

(b) The increases reflected in a and b above shall be compounded and wage rates shall be rounded to the fourth decimal place. The Authority may round the wage rate to the nearest full cent to accommodate the Authority's payroll system, as in effect from time to time.

(c) In the event the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, All Items (1982-84=100), as published and revised by the Bureau of Labor Statistics, U.S. Department of Labor, increases by more than 2.5% from May to May of any year, then such percentage increase over 2.5% will be applied to the base rates of all classifications covered by the Agreement (rounded to the fourth decimal place) effective the pay period beginning nearest June 30 of each contract year. Such increase, if any, shall be incorporated into the base rate and be paid thereafter.

(d) Performance Based Pay

For this four-year contract term, effective July 1, 2021, 2022, and 2023, if the combined Metrorail and Metrobus systemwide ridership increases by an average of 2% or more from the immediately prior fiscal year, then a 1% permanent general wage increase will be provided the following fiscal year; provided, however, for clarity, it is understood that the total general wage increase for each year shall not be more than 3.5%, excluding COLA, if any. For example, if the combined Metrorail and Metrobus ridership increases by 2.2% during fiscal year July 1, 2020 – June 30, 2021, from the prior fiscal July 1, 2019 – June 30, 2020, then a 1% general wage increase will be provided effective July 1, 2021.

(e) Progressions

1. Hiring Progression

- (a) All employees in "Operating" job classes who (1) were employed as of June 30, 2020, who were progressing through the 72-month progression in the Agreement that expired June 30, 2020, or (2) who are newly hired on or after July 1, 2020, into "Operating" job classes, are subject to the following 72-month progression, effective July 1, 2020:

First 12 months	70% of the 7 th year classification rate
Next 24 months	75% of the 7 th year classification rate
Next 24 months	85% of the 7 th year classification rate
Next 12 months	90% of the 7 th year classification rate
After 72 months	100% of the 7 th year classification rate

- (b) All employees in "Maintenance & Construction" job classes of Cleaner, Cleaning Machine Operator, Parts Runner, Janitor and Laborer who (1) were

employed as of June 30, 2020, and who were progressing through the 72-month progression in the Agreement that expired June 30, 2020, or (2) who are newly hired on or after July 1, 2020, into the listed job classes, are subject to the following 72-month progression effective July 1, 2020:

First 12 months	70% of the 7 th year classification rate
Next 24 months	75% of the 7 th year classification rate
Next 24 months	85% of the 7 th year classification rate
Next 12 months	90% of the 7 th year classification rate
After 72 months	100% of the 7 th year classification rate

- (c) All employees newly hired into "Administrative & Clerical" job classes are subject to the following 18-month progression:

First 6 months	80% of the classification rate
Next 6 months	85% of the classification rate
Next 6 months	90% of the classification rate
After 18 months	100% of the classification rate

2. Longevity Progression

- (d) Employees who are newly hired before July 1, 1999, and who have completed the required years of continuous service as set forth below shall receive the applicable percentage increase applied to the base wage rate (rounded to the fourth decimal place). Such increases shall be effective beginning with the pay period in which the employee completes the required years of continuous service. The percentage increases are to be applied to the base wage rate applicable during the 6th year of service. (In other words, employees shall receive a 0.5% increase for each year of completed years of service beginning after the 6th completed year of service up to a maximum of 7.5%).

REQUIRED NUMBER OF COMPLETED YEARS OF CONTINUOUS SERVICE	TOTAL PERCENTAGE INCREASE
6	0.5%
7	1.0%
8	1.5%
9	2.0%
10	2.5%
11	3.0%
12	3.5%
13	4.0%
14	4.5%
15	5.0%
16	5.5%
17	6.0%
18	6.5%
19	7.0%
20 OR MORE	7.5%

- (e) Employees who are newly hired on or after July 1, 1999, and who have completed the required years of continuous service as set forth below shall

receive the applicable percentage increase applied to the base wage rate (rounded to the fourth decimal place). Such increases shall be effective beginning with the pay period in which the employee completes the required years of continuous service. The percentage increases are to be applied to the base wage rate applicable during the 8th year of service. (In other words, employees shall receive a 0.5% increase for each year of completed years of service beginning after the 8th completed year of service up to a maximum of 7.5%).

REQUIRED NUMBER OF COMPLETED YEARS OF CONTINUOUS SERVICE	TOTAL PERCENTAGE INCREASE
8	0.5%
9	1.0%
10	1.5%
11	2.0%
12	2.5%
13	3.0%
14	3.5%
15	4.0%
16	4.5%
17	5.0%
18	5.5%
19	6.0%
20	6.5%
21	7.0%
22 or more	7.5%

Sec. 126 - Pay Differentials

Employees shall be paid, in addition to the base rates of pay set forth in Appendix C, hourly differentials as follows; and such differentials shall also be added to the employee's regular rate of pay as adjusted by progression under Section 125 (d), for the purpose of computing premium and penalty rates:

(a) Shift Differentials

1. Four (4) cents per hour on all runs known as "owl" runs, for bus operators, for platform hours, plus report time, tum-in time and travel time.
2. All Maintenance and Construction Employee Shifts Differentials
 - a) Shifts will be divided into 1st (Day Shift), 2nd (Evening Shift), 3rd shift (Midnight shift). If the majority of the hours during a shift fall between 8 a.m. and 4 p.m., the shift will be considered 1st shift. If the majority of the hours during a shift fall between 4 p.m. and midnight, the shift will be considered 2nd shift. If the majority of the hours during a shift fall between midnight and 8 a.m., the shift will be considered the 3rd shift.
 - b) When working, differential pay will be associated with the employee's regularly assigned shift for the duration of the time the employee holds such regular assignment. Maintenance and Construction employees who work the regularly assigned 2nd shift will receive 2% of the employee's straight-time rate including

longevity for each hour worked including overtime, and employees who work the regularly assigned 3rd shift will receive 3% of the employee's straight time rate including longevity for each hour worked including overtime.

- c) First shift employees will not receive differential pay even if the first shift employee works overtime on the 2nd and 3rd shift.
 - d) An employee will not receive differential pay when that employee is not working. Differential pay will not be included when an employee is entitled to and receives sick, vacation, holiday pay, jury duty pay, bereavement leave or administrative leave.
- 3. All Depot Clerks working the midnight or "owl" shift, in which the majority of the work hours fall between midnight and 8:00 a.m., shall be paid four (4) cents per hour for all work performed on such shifts.
 - 4. All Administrative and Clerical employees working the midnight or "owl" shift, in which the majority of the work hours fall between midnight and 8:00 a.m., shall be paid four (4) cents per hour for all work performed on such shifts.
- (b) Snow Work. Twenty (20) cents per hour in addition to the maximum operator's base rate shall be paid to:
- 1. Any operator assigned to snow plows or sand truck work for all time from reporting until relieved. Meals will be furnished free to employees on such work when necessary. All time spent in such work shall be counted in determining overtime and spread time.
 - 2. Employees in the Mechanical and Bus Garage Divisions assigned, during snow emergency, to operate snow plows and sand spreaders, or who are sent out on the streets to install or remove tire chains on buses in service.
- (c) Instruction.
- 1. Three (3) dollars (\$3.00) per hour for bus and train operators while working as platform (including "no passenger") instructors; but such differential shall not be paid for travel time or for swings of one (1) hour or less.
 - 2. Depot Clerks instructing Depot Clerk trainees shall receive two (2) dollars (\$2.00) per hour in addition to their regular rate of pay.
- (d) Guides and lecturers, seventy-five (75) cents per hour in addition to the maximum operator's rate.
- (e) Lead Personnel.
- 1. Mechanic AA Leads in the maintenance and construction departments, two percent (2%) per hour above their regular rates of pay.
 - 2. A mechanic who is the shift Lead on any shift shall be paid two percent (2%) per hour above the employee's regular rate. All shift Leads shall be Mechanic AA.

3. The Head Body Mechanic on any shift shall be paid two percent (2%) above the Mechanic AA rate per hour.
 4. Inspection Lead shall be rated Mechanic A and shall be paid two percent (2%) above the Mechanic AA rate per hour.
- (f) Air gun or grinder. Employees using air gun or grinder, ten (10) cents per hour above their regular rates for each work day during any part of which they are required to operate such equipment.
- (g) Bookman. The Depot Clerk acting as Bookman at each Division shall receive forty (40) cents an hour in addition to the basic rate of pay of Depot Clerks, effective November 1, 1998.
- (h) Unit Truck. Stock Clerks who have the responsibility of driving the unit truck shall be paid ten (10) cents per hour above their regular rate.
- (i) Steam Cleaners. Employees cleaning rail equipment using steam cleaners and/or air cleaners shall be rated "B" Mechanics.
- (j) Tow Truck. Employees assigned to operate a tow truck shall receive a two (2) percent (2%) differential above the employee's regular rate for all time involved in operating the tow truck.
- (k) Mobile Sales Clerk. Transit Sales Clerks assigned to mobile service shall receive ten cents (\$.10) per hour above their regular rate.

Sec. 127 - Automatic Upgrading

Employees classified as Helper C shall be automatically upgraded to Helper B after one (1) year's service as a Helper C, and shall be automatically upgraded to Helper A after completing one (1) year's service as a Helper B. The automatic upgrading of helpers shall not be construed as preventing more rapid promotion of employees.

Sec. 128 - Performing Work in a Higher Classification

When employees in a lower classification are assigned for a period of two (2) hours or more to replace employees in a higher classification, including a classification outside the scope of the bargaining unit defined in this Agreement, they shall receive the rate of pay applicable to such higher classification, it being understood, however, that this does not apply to employees while learning, under instructions, to perform work in a higher classification. Any employee who relieves a foreman for a period of two (2) hours or more shall receive pay at the foreman's rate for the number of hours assigned to perform such relief. Assignments made under this section shall pay a minimum of five (5) percent above the employee's regular rate.

Sec 129 - Military Leave

Employees called to active military duty who are on leave without pay will be eligible for a pay supplement (which will be deemed salary) when their WMATA base salary exceeds their active military duty pay and allowances (monies provided for specific needs, such as food or housing). The supplement is calculated as the difference between the WMATA base pay and military salary including allowances, which will be payable from the beginning of the leave without pay status to discharge from active duty or determination that re-employment with WMATA is unlikely in accordance with 38 U.S.C. §4312 (d) of the Uniformed Services Employment and Reemployment Rights Act. Employees are required to provide their military orders and Leave and Earnings Statements in order to qualify for the pay supplement.

Sec. 130 - Educational Assistance

The Authority shall provide reimbursement for tuition, textbooks and laboratory fees for all employees who satisfactorily complete educational courses related to their employment and approved in advance by their office director, under the following terms:

- (a) If the course relates directly to the employee's present job function and will enhance the employee's ability to perform his/her assigned work: 100% reimbursement;
- (b) If the course is of significant value to the employee's office or to the Authority as a whole, or enhances the employee's ability either to perform his/her currently assigned duties or his/her future mobility within the Authority: 50% reimbursement;
- (c) Educational assistance will be committed in advance, on a semester by semester basis, and will be paid to those employees who complete their course of study with a minimum C average, or its equivalent;
- (d) Educational assistance funding will be subject to budget constraints established by the WMATA Board and will be allocated on a first come, first served basis. To the extent there are conflicts over funding requests, employees pursuing a continuing course of study will be granted preference for available funds.

Sec. 131 - Americans With Disabilities Act

Should it become necessary to amend this Agreement to comply with legal requirements of Title I of the American with Disabilities Act, the parties agree to promptly negotiate such changes.

Sec. 132 - Layoff Benefit

Employees presently laid off or laid off in the future, shall receive a monthly benefit equal to one week's pay; such benefit shall be paid until recall or until the number of monthly benefits equals one-sixth of the employee's months of service up to a maximum of 15 monthly payments. This provision shall apply only to employees on the payroll or in layoff status as of September 10, 1995.

Sec. 133 - Direct Deposit

Employees will either elect to have all wages directly deposited into the employee's account at a bank, credit union or similar financial institution that accepts direct deposits of funds from the Authority or be issued a debit card to which payroll wages will be deposited by the financial institution handling the Authority's payroll. In either case the employee shall receive a weekly non-negotiable payroll facsimile check indicating earnings, deductions, etc. for the pay period. Employees shall be able to access their debit card funds without fee through the ATMs of the financial institution handling 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 a debit account.

Sec. 134 - Labor Management Committee

There shall be a Labor-Management Committee consisting of up to eight members, up to four selected by the Union and up to four selected by the Authority. The Committee will meet at least quarterly for the purpose of discussing, exploring and considering matters of mutual concern, provided that neither party shall attempt to change, add to, or vary the terms and conditions of the Collective Bargaining Agreement. The date and time of the meetings shall be determined mutually by the parties.

PART TWO OPERATING PERSONNEL

Sec. 201 - Seniority Districts

- (a) Seniority shall be on the basis of three (3) seniority districts: one (1) district shall be composed of all operating employees, another of all maintenance and construction employees, and the other of all administrative and clerical employees.

- (b) The following internal divisions are grouped under the operating seniority district:
 - 1. Bus Operators - located at West Ox Road Garage;
 - 2. Bus Operators - located at Bladensburg Garage;
 - 3. Bus Operators - located at Four Mile Run Garage;
 - 4. Bus Operators - located at Montgomery Garage;
 - 5. Bus Operators - located at Northern Garage;
 - 6. Bus Operators - located at Royal Garage;
 - 7. Bus Operators - located at Shepherds Parkway Garage;
 - 8. Bus Operators - located at Southern Avenue Garage;
 - 9. Bus Operators - located at Western Garage;
 - 11. Train Operators - located at Alexandria;
 - 12. Train Operators - located at Brentwood;
 - 13. Train Operators - located at Branch Avenue;
 - 14. Train Operators - located at Glenmont;
 - 15. Train Operators - located at New Carrollton;
 - 16. Train Operators - located at Shady Grove;
 - 17. Train Operators - located at West Falls Church;
 - 18. Train Operators - located at Greenbelt;
 - 19. Train Operators - located at Largo;
 - 20. Station Managers - located at Alexandria (National Airport);
 - 21. Station Managers - located at Brentwood;
 - 22. Station Managers - located at Branch Avenue;
 - 23. Station Managers - located at Glenmont;
 - 24. Station Managers - located at New Carrollton;
 - 25. Station Managers - located at Shady Grove;
 - 26. Station Managers - located at West Falls Church;
 - 27. Station Managers - located at Greenbelt;
 - 28. Station Managers - located at Largo; and
 - 29. Interlocking Operator - system wide;
 - 30. Station Supply Runner - system wide;
 - 31. Train Operators Start-Up Support - system-wide

Each operator division and each station manager division shall maintain an extra board. When part-time employees exercise seniority within the internal division, the internal divisions established for fulltime counterparts shall be recognized.

- (c) In provisions of Part Two of this Agreement, the term "division" shall refer to the division categories listed above.

- (d) In provisions of Part Two of this Agreement, the term "run" shall mean regular daily assignment for station managers; the term "platform time" shall mean scheduled time at the work location for station managers.

- (e) Train operator yard runs shall include associated Rail yard work as well as supporting Railcar start-up and testing.

Sec. 202 - Schedules - System

- (a) The cooperation of employees in making schedules will be welcomed. All schedules will be made with the aim of furnishing the best possible working conditions for the employees consistent with economical operation and traffic demands.
- (b) In pursuance of the above objectives, it is agreed that at least twenty-three (23) days prior to the effective date of any new schedule or major change in schedule, the Union will be notified to this effect and will forthwith appoint a committee known as the Schedule Committee consisting of three (3) employees [or enough to provide one (1) representative from each division if more than three (3) divisions are affected] with representation from each division involved in the proposed schedule or major change in schedule. The Committee shall have an opportunity to examine any proposed new schedule or major change in schedule and, after a period of not more than two (2) days, either express its approval or offer changes consistent with paragraph (a). If, after two (2) days' conference, the Schedule Committee cannot reach an agreement with the Office of Planning concerning the proposed changes, the matter may be taken up with the appropriate operating director for review and decision. Following such decision, or in the absence of any suggestion by the Committee, or after agreement between the Committee and the Office of Planning as to changes, the proposed new schedule or changed schedule shall be posted and picked in accordance with Section 203. Any further complaints respecting schedules shall be made and considered by and through the officers of the Authority and the Union after schedules have been picked and worked, and shall thereafter be subject to the provisions of this Agreement, with regard to the arbitration of unsettled questions and grievances arising during the life of the Agreement.
- (c) In the event differences between the Union's Schedule Committee and the Authority cannot be reconciled after review and decision by the appropriate operating director of the Authority, a demonstration shall be undertaken under the direction of the office of the appropriate operating director after the schedule has been in operation seven (7) calendar days to show whether or not such schedules are workable under the rules of the office of the appropriate operating director and the traffic rules and regulations of the jurisdiction involved. Adjustments shall be made in such schedules in accordance with the results of the demonstration and it is agreed that such adjustments shall be started within thirty (30) calendar days after the demonstration. A similar procedure shall be followed as to any existing schedule about which the Union may complain and demonstrate that, because of major changes in operating conditions which have arisen since the schedule in question was instituted, the schedule has become unworkable. Employees serving on such Schedule Committee will be paid for time lost or, if no time is lost, the actual time spent on such conferences.

Sec. 203 - Work Selection

- (a) In addition to Internal Division picks and the rules governing the rights to bump into other divisions (e.g., work curtailment, vacancies, return to duty) provided elsewhere in this Agreement, there shall be a regular system pick to be effective in June of each year and an internal division pick to be effective in December of each year. It is understood that the system pick will be conducted within classification and mode (i.e., bus operator, rail operator, station manager farebox puller). There shall be no change for the duration of the pick in regular employees' assigned days off once they have picked such assigned days. There shall be no change for the duration of the pick of extra employees' assigned days

off except upon twenty (20) calendar days' notice. Extra operators whose assigned days off are changed shall be entitled to an immediate bump within the division.

- (b) Every new schedule shall be posted in the division (or other report location) for no less than three (3) calendar days prior to being picked and a minimum of seventeen (17) calendar days will be allowed for picking; provided, that changes of a minor nature will be carried out as outlined in paragraph (c) of this Section.

The Authority will, immediately prior to each regular or special pick, provide and post at each Division (or other report location) an up-to-date Headway Book/Books showing for each block of each run the running time and time points and, for each trip, arrival and leaving time. For each schedule change after the original posting, the Authority will furnish to the designated Shop Steward in each Division a schedule change sheet. It shall be the responsibility of the designated Shop Steward to record such changes in the Headway Book. A notice to the foregoing effect will be posted with each Headway Book.

- (c) Any change as to pay or schedule of any run amounting to fifteen (15) minutes or more, or any change in the route or line of any trip of any run, or any change in regular assignment or work location in the case of station managers, shall entitle the employee holding such run or assignment to a bump down as promptly as practicable; provided, that under the conditions above outlined, notice will be posted on the board that said assignment(s) or run(s) have been changed and are open for bump up; if the employee holding said run or assignment desires to retain it, and no senior employee makes application, it shall be retained by that employee without written application. It is understood that runs subject to bump may be bumped by senior employees currently holding runs.

- (d) In case any employee is off indefinitely over thirty (30) calendar days, the following procedure will be applied:

1. For the first ten (10) calendar days of absence the run of the absent employee will be rotated on the extra board.
2. If the absent employee has not returned to duty after ten (10) calendar days of absence, the employee's run will be given out for a hold-down for the next twenty (20) calendar days.
3. If after this period of time, thirty (30) calendar days, the employee has not returned to normal duties, the run shall be advertised to the Division and shall be performed by the Division until such time as the next general Division pick shall occur, at which time the run shall be advertised to the system.
4. Upon returning to duty after a period of thirty (30) calendar days has elapsed and prior to the time the employee's run has been advertised to the system, the returning employee shall bump-in at his/her home Division in accordance with seniority.

Upon returning to duty after a period of thirty (30) calendar days has elapsed and providing the employee's run has been advertised to the system, the returning employee may then elect to bump-in any division in accordance with seniority. It is understood that this is intended only to permit employees to bump into a division which does not require a change from bus to rail or from rail to bus, from train operator to station manager or from station manager to train operator.

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

5. Operating employees who have been absent due to illness or injury and are physically unable to return to their normal duties within a period of thirty (30) calendar days from the last date worked will be considered as "inactive employees." "Inactive employees," who if actively employed would hold a bidding right into a classification within their current seniority district, for which they are qualified physically or otherwise, will be permitted to exercise that bidding right notwithstanding any other provision of this Agreement to the contrary.
- (e) Subject to other provisions in this contract, extra board employees shall have preference of hold-downs according to seniority, as they come open, and number of hold-downs shall be determined by the prevailing conditions in each Division; and further, a run to be given out as a hold-down shall be given out within ten (10) calendar days from the date it was open.
 - (f) Employees authorized to assist in conducting picks shall receive a twenty-five dollar (\$25.00) per day premium for a maximum of fifteen (15) days per pick in addition to the pay of their regular run.

Sec. 204 - Schedules (Division), Extra Board, Bump-down

- (a) When individual schedules affecting one Internal Division are posted, which do not change the number of runs in that Internal Division, employees in that Internal Division shall select their runs or the extra board in accordance with their seniority in such Division; the longest in continuous service in the operating seniority district in such Division to have the first choice of runs or the extra board and so on down the list until all runs are filled. It is agreed that the right to pick the extra board shall be subject to the right of the Authority to adjust the extra board in each Internal Division for the purpose of maintaining in each Division the same proportion of extra operators to schedule requirements.
- (b) If a change of schedules or a reduction of the extra board in any Internal Division results in the elimination of a regular run(s), or in the reduction in the number of employees on the extra board, any employee, beginning with the employee having the highest seniority in that Internal Division, and so on down the seniority list in that Division, up to the number of runs eliminated, or to the number of employees eliminated from the extra board, may select another Division which has work for which the employee is qualified or is able to qualify. Such employees will then select runs or the extra board in accordance with their seniority. Employees affected by such a bump down shall have the same privilege of remaining in their Division or of selecting another Division in accordance with their seniority, subject to their qualifications or ability to qualify, and then a run or the extra board, and so on until the bump down is completed.

Following the exhaustion of bump-down rights by all operating classification employees, employees unable, because of their seniority, to bump into any operating classification shall be subject to lay-off. Employees so affected may elect to accept demotion into a lower operating classification, for which they are qualified, instead of being separated, in which case they shall take precedence over all employees in such lower classification having less seniority.

Employees will be permitted to fill vacancies in other non-operating classifications or occupations instead of being separated, upon passing qualifying examinations. An operating

employee so transferred under this provision shall commence to accumulate seniority for bidding, promotions, etc. upon acceptance of such non-operating job.

Employees who have been laid off, demoted, or otherwise transferred within the bargaining or out of the bargaining unit, as a result of reduction in forces shall retain their seniority and recall rights, based on their seniority as of the day of lay-off, demotion or transfer and such employees shall be recalled in order of their seniority in any job or jobs on which they have been previously employed - for a period of sixty (60) months from the date of their lay-off, demotion or transfer. Provided however, that such employees shall, at the time of lay-off, demotion or transfer notify the Authority of their desire to be placed on the recall list and thereafter, in order to retain such seniority or recall rights, shall at intervals of not more than sixty (60) calendar days communicate to the Authority in person or in writing their desire to be retained on the recall list.

A registered letter to the last address furnished the Authority shall be deemed sufficient notice to such laid-off employees of the availability of the job. Should such employees so notified not reply and make themselves available for the job within a period of seven (7) calendar days after mailing of the registered notice, they shall have forfeited their right to further recall.

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

In the case of a bump down, a notice will be placed on the bulletin board in that Internal Division where one or more employees have bumped in, at the next noon period after the Internal Division has been advised of such a bump-in, and will remain posted until noon of the second following day. These notices will give the name, badge number, and seniority date of the employee(s) bumping in, and any employee in that Internal Division having less seniority than the oldest employee bumping in, and any second employee having seniority less than the second oldest employee bumping in, and so on, will have the privilege within the forty-eight (48) hour period when the notice is on the bulletin board, of making a written request, to the employee's Internal Division office, for a change of Internal Division, indicating the Internal Division to which the employee desires to move, if the employee does not desire to remain at the Internal Division.

These requests will be granted, in the order of seniority, and the successful applicants will be notified as soon as possible after the expiration of the forty-eight (48) hour period.

Employees changing Internal Division(s) under the provisions of paragraph (b) will take their places at their new Internal Division on the Sunday following their qualification for the new work selected; or, in cases where the change results in a bump-down, on the Sunday following the completion of such bump-down and the qualification of all employees involved; it being understood, however, that the Authority shall have the option of waiving the requirements as to qualification, without loss of earnings to the employees involved.

- (c) Whenever a regular run or runs are added or become permanently vacant in any Internal Division, or whenever a new schedule provides additional runs, notices of such vacancies with details of the new or vacant runs will be posted in all Internal Divisions on the next Monday noon. For the purposes of paragraph (c) vacancies will be considered permanent when caused by employees leaving the service, or being granted special leave of absence for military service or to go on the salaried payroll. Employees desiring to move to the Internal Division where there is a vacancy, or to fill a vacancy at their own Internal

Division, may hand their written requests to their Internal Division office up to noon of the following Wednesday. The employees whose seniority entitles them to the runs or vacancies for which they have applied will be notified by the next Friday noon. Employees who have applied successfully for specific runs or vacancies in a new Internal Division will move to the new Internal Division on the Sunday following their qualification for the new work selected, or on any preceding Sunday, at the option of the Authority.

When new schedules having additional runs are being picked, such additional new runs will not be included in the pick, but will be advertised in all Internal Divisions as set forth above, it being understood that the additional runs will be designated by the Office of Planning subject to agreement by the Schedule Committee designated in Section 202(b). Employees already in that Internal Division will have the same privileges as employees in other Internal Divisions of applying for such additional new runs in addition to picking the balance of the runs or the extra board in the usual manner, it being understood that employees who successfully apply for such additional new runs will receive them instead of the other runs which they have picked. The runs thus vacated will then be advertised in all Internal Divisions on the following week.

Except in bumping situations, employees transferring from Bus Operator to Rail Operator or Station Manager shall remain in such position for a minimum period of thirty (30) months. Thereafter, except in bumping situations, employees may transfer from Rail Operator to Bus Operator or Station Manager, or from Station Manager to Rail Operator or Bus Operator, but shall be prohibited from the date of such voluntary transfer from returning to their last prior job for a period of two years. It is further understood that the thirty (30) month "lock in" shall apply once to each rail job category during the employee's work life.

If employees desire to protect themselves from the loss of an opportunity to pick, under either paragraph (b) or (c), hereof, because of absence due to illness or vacation, they may leave written instructions at their Internal Division office, which will be executed for them if, during their absence, there is an opportunity to pick the kind of work or Internal Division they desire.

Provided, that each employee will be given fair opportunity to qualify for the work required, and

Provided further, that the officials of the Authority shall be the final judges as to the qualifications of an employee to perform the work required, and Provided further, that employees returning from special leave of absence due to military service or from the salaried payroll will be permitted to select an Internal Division in accordance with the provisions of paragraph (b) hereof.

- (d) Regular operators who have selected a run in accordance with the foregoing provisions may not be required to operate any other run or accept any other assignments of duty, during the period in which they are entitled to the run they have selected; provided, that such Operators may voluntarily agree to operate a different run or perform a different assignment, and in such case they shall receive, in addition to the pay for work performed in accordance with the applicable provisions of the contract one (1) hour penalty pay at straight time but in no event shall they be paid less than the amount of their bid runs plus one (1) hour penalty pay. This penalty shall not apply when operators agree to perform work in addition to their runs nor in the operation of charter services.

The exceptions to the above shall be limited to occasions of extraordinary service demands on the Rail System, such as July 4, Inauguration Day, and on any other date of unplanned parade, demonstration or similar event which is certified as a rail service emergency by the COO-RAIL, when management may compel operators and station managers to work overtime for the purpose of meeting service demands. Management shall use reasonable standards in declaring emergency service needs so as to minimize undue hardship on involved personnel. Management shall inform the Union President, in advance, of the rationale for declaring the emergency. Compulsory overtime in these situations shall occur only upon the following terms.

1. Overtime will be compelled only after all reasonable efforts to secure volunteers have failed and will be limited to the number of employees beyond volunteers needed to meet the emergency service needs.
 2. Compulsory overtime assignments will be made no later than three (3) working days preceding the day of the event.
 3. In no case will an employee be compelled to work with less rest than provided by contract or law. Where a volunteer or compelled employee has, by virtue of their overtime service, less than the minimum required rest; their regular service run will be modified to provide the appropriate rest period, providing their work day will not be extended by more than one hour before the overtime rate will apply.
 4. Operators and Station Managers who are not ineligible due to hours of service from the preceding day for the extraordinary demand service and do not volunteer may be compelled to report for overtime in reverse order of seniority. They shall not be compelled to report to a location other than their regular report location and must be released from duty at the same location. Compulsory overtime shall be in accordance with Section 208 for work done on assigned day off. Cases of conflict over start times among employees compelled to work overtime shall be resolved by seniority.
 5. Operators and Station Managers, who establish that the overtime would cause a serious hardship to them, may be excused from service with prior approval of the appropriate Superintendent. Documentation of hardship may be required by management.
- (e) An extra operator who has been marked up to operate a full run may be required to operate a different assignment provided it is comparable in terms of time frame (i.e., early, mid-day or late) and basic structure (i.e., straight or split) to the original assignment. Operators assigned such runs shall receive, in addition to the pay for work performed, in accordance with the applicable provisions of the contract, one (1) hour penalty pay at straight time. This penalty shall not apply when extra operators perform work in addition to the run for which they have been marked up nor in the operation of charter services. Extra operators who have been marked up to operate an assignment other than a run may be required to operate a different assignment but only upon reasonable notice.
- (f) In the event operating personnel, in accordance with Subsection 204 (b) or 204 (c) above, exercise their right to bump or transfer from one Division to another and into a classification for which they are not currently qualified, the following procedure shall apply:
1. The employee shall immediately be placed on the training roster for the newly selected classification (e.g., train operator, bus operator, or station manager) pending the start of a training class for that classification.

2. Training for rail positions will be conducted at least once each year except that no employee shall be required to wait longer than six months between the time the entitlement arises and the time the employee is transferred, provided that the Authority shall not be required to conduct a training class with fewer than ten (10) or greater than thirty (30) trainees. Notwithstanding the above, employees entitled to bump to prevent their layoff must commence training immediately or maintain pay status, pending training.
3. Employees shall be placed on the training roster and enter training in the following order:
 - a. Employees bidding on open runs - i.e., runs vacated by retirement, quits, disability, etc. - in accordance with Section 204(c);
 - b. Employees placed in new runs with entitlements established under Section 124 who have twelve (12) or more years of service;
 - c. Employees bumping into a division due to a change in schedule or a reduction of the extra board which results in the elimination of regular runs in accordance with Section 204(b);
 - d. Employees bidding on newly created runs or positions in accordance with Section 204(c); and,
 - e. Employees with entitlements established under Section 124 who have less than twelve (12) years of service.

Within each category employees shall enter training on a seniority basis.

4. While the employee is on the training roster, pending the start of the training period, the employee shall have the option of working his/her present Division or bumping into another Division within the same classification. After the training period commences and pending the completion of training, the employee shall work in his/her qualified classification as needed by the Authority and be paid in accordance with this Agreement.
5. Upon successful completion of the training class, as determined by the Authority, employees shall immediately move (or bid, if training is completed coincidentally with a Division pick) into the newly selected classification on the basis of their operating district seniority.
6. Employees who do not successfully complete training and who voluntarily or involuntarily return to their former position shall not be eligible for training for the same classification for twelve (12) months; such employees who do not successfully complete training on two (2) successive opportunities shall not be eligible for twenty-four (24) months; such employees who do not successfully complete training on three (3) successive opportunities shall not be eligible for thirty-six (36) months. Notwithstanding the above, employees whose application for training results from a transfer caused by a reduction in force (or runs) shall be entitled to training and retraining as provided by the Agreement. In addition, employees who are unable to complete training because of an illness or injury exceeding ten (10) days of training, and which does not involve substance abuse, shall not be subject to the freeze on eligibility for retraining.

- (g) Because some manpower requirements are known and declared far enough in advance of the actual need, it is expected that such vacancies may remain unworked pending training under Section 204(f). However, when unpredicted vacancies (e.g., deaths, disabilities) arise which must be worked immediately, it is intended that such vacancies be worked by the extra board at that division pending the training, if any under Section 204(f). Entitlements under Sections 204(b) and 204(c) are determined prior to training but become effective only after training under Section 204(f). The Extra Board will "hold-down" a vacancy pending training by the successful bidder. Only upon completion of training and the effective transfer of the successful bidder, does the assignment become subject to bump.
- (h) Notwithstanding any other provision herein to the contrary, any Station Manager who medically is not qualified to be an operator shall not be subject to being bumped unless the bumping employee is otherwise subject to layoff. It is understood that this is intended only to provide limited protection against a bump for Station Managers who would otherwise be forced out of the Station Manager classification. For example, medically disqualified Station Managers may be bumped out of their present assignments and into other Station Manager assignments consistent with this provision.
- (i) In the event an employee fails to exercise his or her right to bump within seventy-two (72) hours from the official notice of the individuals bumping right, the employee designated by the Union to assist in the general pick shall select the assignment on behalf of the affected employee. It is understood that prior to the seventy-two (72) hour point the management shall assume the full responsibility for bump-down procedures.
- (j) Notwithstanding any other provision herein to the contrary, the Authority is permitted to fill 30 percent of the Train Operator and 30 percent of the Station Manager vacant positions directly from outside the Authority. In addition, 100 percent of vacant Train Operator and Station Manager positions necessary for the first year of the Silver Line Phase 2 service, may be hired externally.

In the event of disqualification or a reduction in force, direct hire Train Operators and Station managers, who have successfully completed initial training, shall be trained in the Bus Operator position and allowed to bump into bus operations.

In the event that vacant positions remain due to the failure of applicants to successfully complete initial training, or are created because of subsequent separation for any reason, such vacant positions shall be filled by applicants divided between direct hires and incumbent bus operators in the same 30/70 ratio.

In the event there are insufficient applicants to fill 30 percent of vacant positions through external hiring, or 70 percent from incumbent bus operators, the Authority shall post vacancies for bid by all 689-represented employees, before hiring externally.

Sec. 205 - Training Pay

- (a) Employees shall be compensated at the applicable rate of pay for all time spent in training required under the following circumstances:
 1. Return to duty from a medical leave of absence, provided that when medically appropriate employees receiving workers' compensation may be required to commence refresher training prior to being medically certified for return to duty.

2. Training in connection with the elimination of runs and the application of Subsection 204(b); and
 3. Initial training in connection with the provisions of Subsection 204(f) dealing with bumping or transferring into a classification for which the employee is not currently qualified.
- (b) Regular operators who have selected a run may be required to report for periodic retraining or special training. Where such training is in lieu of the regular day's work assignment, such employees will receive their regular run pay, or eight (8) hours pay, whichever is greater. If the training schedule requires reporting for training more than three (3) hours deviation from the employee's normal reporting time, the employee shall be entitled to one (1) hour penalty pay at the straight time rate.
- (c) The training required in connection with Subsection 204(c) dealing with bidding or bumping into new or vacant runs shall not be paid by the Authority except as provided for herein.

Sec. 206 - Schedule Building

- (a) Schedules will be made with the maximum of straight runs consistent with operating conditions. A straight run is one that pays straight through from the time operators begin their runs to the time they are relieved from duty. For Station Managers a straight assignment shall contain an unpaid meal relief of not less than twenty (20) minutes and not more than thirty (30) minutes, provided that no portion of such assignment containing five and three-quarters (5-3/4) hours continuous kiosk time (time at actual work location) will be scheduled with no meal relief, or, in the case of relief Station Managers, five and three-quarters (5-3/4) hours from the time of first kiosk report.
- (b) Schedules shall provide straight runs equal in number to fifty-seven and one-half percent (57-1/2%) of all regular runs; and on Saturday schedules, equal to eighty percent (80%) of regular Saturday runs. All regular runs on Sunday schedules shall be straight runs. These percentages shall be applied independently to bus, rail station manager, and farebox puller schedules.
- (c) On regular week day and Saturday schedules, as well as on Sunday schedules, no regularly assigned run shall pay less than eight (8) hours' time.
- (d) Whenever it can be shown that scheduled pieces of work can be coupled together to contain seven (7) hours of platform time or more, it shall be done and such runs, as well as single scheduled pieces of work of seven (7) hours or more, shall pay not less than eight (8) hours' time; provided, however, that this shall not be construed as requiring the Authority to split up coupled runs totaling eight (8) hours or more; and provided further, that such work will be incorporated into regular runs and put up for pick or bump-down within thirty (30) days.
- (e) Intervening scheduled time between a run and extra work or a combination of either or both shall be paid for at straight-time rate, if it is one (1) hour or less.
- (f) No trip or movement of a vehicle shall pay less than one (1) hour's time. No scheduled tripper shall pay less than two (2) hours' time, except that, when worked under overtime conditions, no scheduled tripper shall pay less than three (3) hours' time including overtime payment.

- (g) No run shall have more than one (1) unpaid for period intervening between pieces of work, and intervening periods of one (1) hour or less shall be paid for.
- (h) If operators have reported for and begun their runs, they shall be paid full time for those runs even if they are not completed; provided, the failure to complete the runs as scheduled is due to causes for which they are in no way responsible; and provided, work on the same day giving equal or greater pay has not been offered to them within hours approximating those lost.
- (i) All schedules for operators shall be made with a minimum allowance of twenty (20) minutes for meal trips. If, on account of delays to traffic, the meal layover is interfered with, every reasonable effort will be made to provide suitable time for meals on subsequent trips; provided, that no portion of a run containing five and three-quarters (5- 3/4) hours' continuous platform time will be scheduled without a meal relief.
- (j) No regular operator shall be ordered to perform extra duty at any time when there is an extra operator available, and no part-time employee shall be permitted, at any time, to operate a regular run when there is an extra operator available.
- (k) The Authority may establish work assignments for Station Managers which require direct reporting to the station. All such assignments shall include a 10-minute arbitrary (which is built into the pay base to which overtime applies). All employees required to make direct reports shall be furnished transportation by work train to their work station. Such employees may be furnished appropriate equipment for arrival at the work station. Administrative support duties associated with direct report assignments (manifest handling, paycheck distribution, kiosk supplies, etc.) will be accomplished in a manner which neither adds nor subtracts from the duties and responsibilities of other bargaining unit employees.
- (l) Extra board operators covering assignments at Southern Avenue or Arlington annexes may be required to make direct reports when such assignments are marked-up the day before. All such assignments shall include a 10-minute arbitrary (which is built into the pay base to which overtime applies).

Sec. 207 - Assigned Days Off

All operating employees shall have two (2) days off in seven (7) as their assigned days off and they shall be consecutive assigned days off, except where the Authority can demonstrate, prior to the time a new schedule is posted, that, because of the low level of Sunday work, providing consecutive days off to a particular employee would require breaking up a run and assigning it to the extra board.

When employees change assignments through which they may gain or lose a day, this provision will not prevail. It is understood that the Authority shall have the sole and exclusive right to determine the type and character of the schedule to be operated on any given holiday. The Authority will endeavor to provide the maximum practical holiday opportunity for extra-board operators and will designate at each pick, with respect to each holiday, the number of assigned holidays off for extra-board operators.

Sec. 208 - Work on An Assigned Day Off

Any employee who works on an assigned day off shall receive for such work time and one half with a minimum of twelve (12) hours' pay at the straight-time rate. This minimum of twelve (12) hours' pay shall not apply to operators doing charter, snow work or regular route work.

In order to be eligible for the overtime premium provided for in this provision, employee must have completed all their assignments during their five (5) regularly scheduled workdays in that week, unless the failure to do so is due to any of the following causes: jury duty, death in their immediate family, proven injury or illness, absence on Union business or any other absence with Authority approval.

Sec. 209 - Travel Time

The following types of travel time will be allowed:

- (a) When employees, in beginning their day's work, are required to go from their reporting location to begin their assignment at some distant point;
- (b) When employees are required to go from a point where they end one assignment to another point to begin another assignment;
- (c) When employees are required to go from a point where they end their day's assignment to their reporting location at the end of their day's work. This includes travel between the storage point of vehicles and the Internal Division office when employees are required to report to the Internal Division office or when the employees are required to park the vehicle at a location other than the usual storage point.

In all cases, the employees will begin and end their day's work at the same location designated as their reporting location, provided, that in no case shall travel time be allowed in excess of swing time.

Travel time will be computed on the basis of scheduled running time by surface and/or rail by the most direct route, between the two points plus one-half of the scheduled headway at the initial point and at each transfer point.

Where operators complete their assignments and are required to travel to a Division office to turn in, there will be included in the travel time the time required to walk to the Division office from the last vehicle on which they travel.

- (d) Employees shall not receive travel time when required to report for full day training in lieu of performing any part of his regular assignment, at either the regular work location or an alternate training site, provided adequate parking, at no cost to the employee, is made available.

Sec. 210 - Overtime

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

- (a) For all platform time plus report time, turn-in time, and travel time in excess of eight (8) hours on any one (1) work day and in excess of forty (40) hours per week; provided, that overtime worked in any one (1) day shall not be counted again in computing overtime on the weekly basis; provided, however, that late-ins of less than fifteen (15) minutes shall not be included for the purpose of this overtime computation.
- (b) For all platform work plus report time, turn-in time, and travel time or such work required by the Street or Division supervisory force, whether worked voluntarily or required, and utility work, before or after working a regular run or during a swing on the same day, except that this will not apply to employees coming under the provisions of Section 211(a)(2); provided, however, that late-ins of less than fifteen (15) minutes shall not be included for the purpose of this overtime computation.

- (c) For all platform time, plus report time, turn-in time, and travel time performed by employees on their regular assigned days off (subject to the provisions of Section 208).
- (d) Where a swing run has scheduled platform time plus report time, turn-in time, and travel time exceeding eight (8) hours overtime shall be figured on that basis, and added to the pay time in excess of eight (8) hours.
- (e) For all time worked by a full-time Authority employee as a part-time operator for all platform time, plus report time, turn-in time, and travel time before or after completing regular duties (whether or not such regular duties are covered by this Agreement), and for all such work performed on day or days off from the employee's normal job, provided the employee has completed a full tour of duty on his/her regular job for the preceding regular workweek.
- (f) Operating employees shall be paid at the rate of double the employee's base rate for actual time worked on the seventh (7th) consecutive workday in any one workweek (provided the employees have performed work on all their regularly scheduled workdays in that week, unless the failure to do so is due to any of the following causes: jury duty; death in the immediate family; proven injury or illness; absence on Union Business; or, any other absence with Authority approval.) This provision shall not apply to employees performing Charter work except in the event that the employee performs six (6) consecutive days of same Charter (i.e., a charter with the same charter service order number).

Sec. 211 - Spread Penalty Pay

- (a) Spread penalty pay of additional half-time shall be paid:
 1. For all platform work plus report time, turn-in time, and travel time beyond a spread of ten (10) hours in case of swing runs. This spread time allowance shall be paid in addition to all other straight-time payments, overtime payments and allowances to make the minimum day as required by other Sections of this Agreement; provided, however, that late-ins of less than fifteen (15) minutes shall not be included for the purpose of this spread time computation.
 2. To employees who stand extra and also work a run or a tripper, or a combination of either or both for standing extra and platform time, plus turn-in time, and travel time at the end of the day's work beyond a spread of ten (10) hours.
 3. To extra employees assigned to perform work other than a regular run or standing extra, for all platform time, plus report time, turn-in time and travel time beyond a spread of eleven and one-half (11-1/2) hours.
- (b) Spread penalty pay at the rate of additional half-time shall be paid for all platform work plus report time, turn-in time, and travel time beyond a spread of eleven and one-half (11-1/2) hours in case of swing runs. This spread time allowance shall be paid in addition to all other straight-time payments, spread time payments, overtime payments and allowances to make the minimum day as required by other Sections of this Agreement; provided, however, that late-ins of less than fifteen (15) minutes shall not be included for the purpose of this premium pay calculation.

Sec. 212 - Extra Work

- (a) All employees required or who have agreed to report or stand extra shall be paid full time from the time they report until put to work or relieved, it being understood that employees standing extra may be required to do work in the Internal Division falling within, but not below, their qualifications; provided, that no report shall pay less than two (2) hours of time. Employees who are assigned extra or protective duty shall remain extra until they catch, and complete a run or are released from duty, and shall be paid straight through from the time they report until they begin their runs in addition to pay for the run and all other work performed. The first extra operator on the board shall be the first to be released from duty.
- (b) All extra employees shall be guaranteed a minimum of eight (8) hours' pay per day and forty (40) hours' pay per week, at their regular rates of pay, for a week of five (5) consecutive days not including their assigned days off, provided such employees make and complete all reports required of them subject to legal restriction. Any employee missing, or absent on account of illness, leave of absence, or under suspension, shall forfeit the 8-hour minimum guarantee for each day on which the employee misses or is absent, and one (1) day's proportion of said weekly guarantee. Employees earning more than the guaranteed minimum on any day shall receive in full the amount they earn on that day. It is understood that this Section does not apply to part- time employees.
- (c) Any report for extra duty by an employee shall be paid at least two (2) hours of time.
- (d) When a day extra employee works after 8:00 p.m., except in the case of swing runs, the employee shall be paid overtime for such work after 8:00 p.m., in addition to pay for all other work or guarantee. Said guarantee shall be considered earned by 8:00 p.m.
- (e) When a night extra employee works before 10:00 a.m., the employee shall be overtime for such work before 10:00 a.m., in addition to pay for all other work or guarantee. Said guarantee shall be considered earned between 10:00 a.m. and the turn-in time of the latest late straight run.

Sec. 213 - Regular Operators Who Work Extra

- (a) There shall, in the absence of circumstances making posting impossible, be posted in each Division a slate containing the names and assignments of regular operators who have volunteered for extra work.
- (b) When regular runs are posted for pick the Authority, at its discretion, may also post a list of trippers at each Internal Division, but not including thereon trippers having more than two (2) hours and thirty (30) minutes' platform time. In the event such a list is posted at a Division, each regular operator will be permitted, in seniority order, to select a tripper or trippers which can be worked together with the run selected by the employee, without violation of Section 215 of this Agreement. It is understood that selection of biddable trippers is strictly voluntary. It is further understood that trippers signed up for by regular employees will not be subject to change or transfer to other employees and that once an operator selects a tripper, the operator is guaranteed the pay of the tripper for the duration of the pick period unless the service is eliminated.

A regular operator will be required to operate the tripper which was selected under this provision. Failure to operate a tripper which has been bid under this provision may result in normal disciplinary action. An operator who completes a regular run and a tripper under this provision will be paid at the rate of time and one-half for the actual time in the tripper in addition

to the pay of the operator's run. No other penalties or guarantees will apply to a bid tripper worked under this provision.

It is agreed that the Authority will not post for bid under this provision more than fifty percent (50%) of the AM. trippers or more than fifty percent (50%) of the P.M. trippers at any Division.

- (c) There shall be established a special events overtime board for the purpose of recruiting volunteers in operating classifications to perform overtime assignments for specified events requiring extra service. Such special events include, but are not limited to, July 4th, the Riverfest, sports events at RFK Stadium and the Capital Center. A special events board will be established separately for each event. Assignments will be made off the board in seniority order on a rotating basis. Employees receiving such assignments will be required to make all reports and perform all required work subject to the normal disciplinary rules. The President/Business Agent (or his/her designee) and the Director of Labor Relations (or his/her designee) shall meet as necessary to identify the special events to which these provisions shall apply, and to assure that adequate advance notice and location posting will be provided so as to maximize the number of volunteers.

Sec. 214 - Extra List

The Authority agrees to make every reasonable effort to keep a sufficient number of extra employees on the extra list in each Division to reasonably assure the regular employees against extra duty, and when it can be shown that this is not being done the Authority agrees to remedy conditions at the earliest possible time.

Sec. 215 - Eight Hours' Daily Rest

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

Sec. 216 - Rest Room Facilities

Rest room facilities shall be provided on all bus and rail lines wherever practicable.

Sec. 217 - Pay for Written Reports

- (a) Operators will receive an allowance of ten (10) minutes to make out any report except detention reports; provided, however, that employees are to be allowed thirty (30) minutes pay for making out accident and occurrence reports.
- (b) Station Managers and Farebox Pullers shall receive the above report allowance only when held over beyond scheduled off-time to make out reports.

Sec. 218 - Preparatory and Turn-In Allowance

All employees shall receive ten (10) minutes preparatory time at the beginning of their runs or trippers or scheduled work assignment. If employees are required to turn in receipts at the end of their day's work, they shall receive a total of ten (10) minutes for turn-in.

Sec. 219 - Bus Charter Work

- (a) Lecture Charter work shall include all work designated by the Authority as requiring Guide or Lecturing Service by the operator. Work requiring Guide or Lecturing Service by the operator shall be designated by the Authority as Lecture Charter work prior to the time such work begins. In the absence of such prior designation, no operator shall be required to perform as a Guide or Lecturer. Work designated as Lecture Charter work shall include all transfers or movements, or periods on duty, which are a part of the Lecture Charter program, even though

no lecturing is required on such transfers, movements or periods on duty. Glen Echo trips and Boat trips shall not be considered Lecture Charter work. If Guides or Lecturers hold regular runs and are taken from the runs to do Lecture Charter work, they will receive at least the amount which they would otherwise earn by working their runs. If in this connection the employee is required to work a tripper, it will be with the understanding that the tripper gets off at a relatively reasonable hour as compared with the off-time of the run. Lecture and Non- Lecture Charter work shall be subject to the provisions of Sections 210 and 211 wherever applicable.

- (b) Lecture and Non-Lecture Charter work shall rotate among employees qualified for such work, insofar as possible. Charter or Sightseeing work, which requires specialized training, shall be given only to operators qualified now or hereafter after an instruction period.
- (c) All Lecture and Non-Lecture Charter work shall be assigned on the following basis. Work in each Division shall be assigned in the following order:
 - 1. Lecture work will be assigned to qualified lecturers/operators in the numerical sequence of the Charter Service order as their names appear on the Charter board, following the rules of rotation as observed by the regular extra board.
 - 2. Non-Lecture work will then be assigned to qualified Federal Highway Administration (FHA) charter employees and lecturers/operators in the numerical sequence of the Charter Service Order as their names appear on the Charter board following the rules of rotation as observed by the regular extra board.
 - 3. This procedure will not be departed from except when the pairing of pieces of work is required pursuant to Section 206(d) above.
 - 4. Requests for specific operators by the charter customer transmitted to the divisions as a typewritten entry on the Charter Service Order by the Office of Marketing shall be honored. Alterations of typewritten requests for specific operators must be initialed by the clerk responsible for the change after receiving instructions from the Office of Marketing. Lists of operators requested by travel agencies shall be provided to the Union.
 - 5. When an operator will not be available for an assignment the operator must notify his/her supervisor not less than five (5) working days in advance. Refusals to operate assigned charter work other than on assigned days may result in suspension of charter privileges.
- (d) The fifty (50) dollars overnight expense money procedures for vouchers shall be uniform at all Divisions, and shall be posted at each Division.
- (e) Upon completion of the probationary period, an operating employee shall be given the opportunity to qualify for an FHA license, and the Authority will provide the required medical examination without charge to the employee.

As soon as possible, training courses for lecturers/operators and over-the-road FHA operators will be initiated. Any operator with two (2) years or more seniority is eligible for either training program.

Sec. 220- Part-Time Employees

The Authority may hire part-time Bus Operators and Station Managers under the following terms.

- (a) **Hiring Maximum** - The number of part-time employees shall not exceed ten percent (10%)

of the number of full-time employees in the classification, exclusive of the "grand-fathered" part-timers existing as of September 10, 1995. For purposes of this limit, any part-time bus operator working a single piece assignment (restricted to either an A.M. or P.M. tripper) will count as one-half (2) person. Notwithstanding the foregoing limit, the Authority may utilize part-time bus operators up to a maximum of fifteen percent (15%) of the number of full-time bus operators (exclusive of the existing "grand- fathered" part-timers), provided that any increase in the number of part-time bus operators above ten percent (10%) results from growth in the number of employees in the classification. For this purpose, the Authority shall be deemed to have 1,669 full-time bus operators as of May 30, 1999. Thus, if the Authority employs 1,669 full-time bus operators, it could increase the number of part-time bus operators from 166 (under the 10% limit) to 250 (under the 15% limit), as long as it continues to employ 1,669 full-time bus operators.

- (b) **Eligibility** - The Authority may fill part-time vacancies by hiring new employees, active employees or current pensioners under such Plan. Active employees in any Local 689 represented classification who are eligible for early or normal retirement under the Transit Employees= Retirement Plan and pensioners under such Plan shall be given preference over new hires in filling part-time positions within each classification until such time as the total number of active employees eligible for retirement and pensioners who hold part-time positions within that classification equals ten percent (10%) of the full-time employees within the classification. The parties shall develop a process to assure that all eligible Authority employees and pensioners are given adequate notice of part-time work availability and opportunity to respond. If there is insufficient interest, in part-time positions from pensioners and active employees who are eligible for early or normal retirement, then the Authority may hire new employees to fill vacant part-time positions. In the event qualified applicants from any category exceed available positions, then preference shall be given in the following order of priority: (1) active employees eligible for retirement; (2) pensioners who did not retire under the 1996 retirement incentive program; and (3) pensioners who retired under the 1996 retirement incentive program. In determining the order of preference within a category, seniority shall govern.

Employees who have reached their fifth-year anniversary date of retirement under the TERP shall not be eligible for a part-time position under this provision. Additionally, pensioned part-timers shall be limited to five (5) years of service following retirement. Both five (5) year restrictions shall be measured commencing on July 1, 2012.

- (c) **Compensation** - Except as specified otherwise herein, pensioned part-timers shall be covered only by Sections 101 through 114 of the Agreement. Pensioned part-timers shall be paid the maximum hourly rate applicable to the classification (including longevity) for all hours worked (platform plus report and turn-in), with a guarantee of twelve (12) pay hours per week, and shall receive the same health and welfare coverage as other retired employees, the full uniform allowance, a four-week (4) unpaid vacation (annually selected, based on operating seniority amongst pensioned part-timers), and required statutory benefits.

New hire part-timers shall be covered under all contract provisions applicable to full-time operating employees except as specified otherwise herein. New hire part-timers shall receive the applicable rate (i.e., subject to progression) for all hours worked (platform plus report and tum-in), with a guarantee of twelve (12) pay hours per week, but shall not otherwise be eligible for time or pay guarantees or for penalty or premium pay provisions. New hire part-timers shall receive all benefits applicable to full-time employees calculated on a prorated basis as set forth elsewhere in this Agreement.

(d) **Work Limits**

1. Station Managers - Part-time station managers may work up to twenty (20) pay hours per week; daily assignments must be a single straight piece. In the event the Authority is unable to recruit up to the ten percent (10%) limit, it may adjust part time weekly pay hours up to thirty (30) hours as necessary to reach the total part-time man hours contemplated by this provision (i.e., 10% of full-time times 20 pay hours). Part-time schedules under these circumstances may include swing days.

Part-time station managers will be permitted to work regularly scheduled runs on weekends and holidays. In addition, volunteer part-time station managers may work the special events board established pursuant to Section 213(c) after all fulltime volunteers have been assigned. The special events pay hours worked by part-time station managers will not be counted against the maximum pay hours allowed for part-time station managers.

2. Bus Operators - Part-time bus operators may work up to thirty (30) pay hours per week. Part-time assignments shall be restricted to the operation of regularly scheduled AM. and/or P.M. trippers which are not part of a run except as specifically provided below. All vacation reliefs, standing extra and any regular runs left vacant because of the absence of regular operators will be worked by full-time bus operators. Part-time operators will be permitted to work regularly scheduled runs on weekends and holidays. Part-time operators will be permitted to work bus transfers which remain vacant after all full-time operators who are entitled to work have been asked. Part-time operators will be permitted to perform charter work after the charter board has been exhausted and after all full-time operators who are entitled to perform the charter work at straight time have been asked. In addition, volunteer part-time operators may work the special events board established pursuant to Section 213(c) after all full-time volunteers have been assigned. The special events pay hours worked by part-time operators will not be counted against the maximum pay hours allowed for part-time operators.

- (e) **Seniority** - The separate part-time seniority district shall be abolished and all part-time and full-time employees in operating classifications on May 30, 1999, shall have their seniority integrated by end-tailing the part-time seniority list to the full-time seniority lists (Employees converting from full-time to part-time - including pensioned part-time - shall have their total seniority based on the date of first entering the Operating Seniority District). After May 30, 1999, all present and future part-time employees will accrue seniority within the Operating Seniority District in the same manner as full-time employees. The exercise of seniority within the separate units -- e.g., part-time and full-time, bus divisions - shall remain unchanged. Seniority shall apply in the event of a reduction in force, vacation and holiday selection, picking work assignments, selecting work locations, and filling full-time vacancies. Employees hired under the Supplemental Agreement (New Service Agreement) who subsequently transfer to work covered by this Agreement shall use their seniority date under the Supplemental Agreement for establishing seniority under this Agreement.

In selecting work assignments, pensioned part-time operating employees shall exercise seniority and pick work at a particular location to which they are assigned within the group of pensioned part-time operating employees at that particular location from a published list of single pieces of work set out for this group during a work selection (pick).

- (f) **Layoff** - In the event of a reduction in workforce, operators and station managers shall be laid off in strict inverse seniority order from the integrated seniority list established in accordance with Section 220(e) (one for each classification), composed of both part-time and full-time employees integrated by date of hire. No full-time employee on the payroll as of July 1, 2012, will be converted to part-time status in order to avoid layoff.
- (g) The Authority may hire up to thirty (30) retired train operators for part-time assignments. Part time train operators may work up to twenty (20) total pay hours per week without any pay guarantees. Retired part-time train operators will be limited to work which they are regularly scheduled to perform and any extra service such as games, marches and festivals but may not work the extra board or perform any assignment they have not been regularly scheduled to work.

Sec. 221 - Special Runs

The Authority may establish special class runs in accordance with the following provisions:

- (a) The maximum number of special class runs shall not exceed eighteen percent (18%) of the number of full-time bus operators provided that the total number of special class runs and grand-fathered part-time operators shall not exceed eighteen percent (18%) of the number of full-time bus operators at any time.
- (b) Special class runs shall be subject to pick at the same time and under the same terms as all other runs and shall otherwise be performed under the same terms as other runs except that special runs shall be exempt from Section 211 - Spread Penalty Pay.

Sec. 222 - Interlocking Operators

- (a) All vacancies (including new positions) in the Interlocking Operator classification shall be posted for bid on a system-wide basis and filled on the basis of Operating District seniority within the Utility Interlocking Operator classification.
- (b) Interlocking Operators will be permitted to exercise their Operating District seniority in performing overtime in the Interlocking Operator or Train operator classification. When working as a Train Operator, the Train Operator rate shall apply. Interlocking Operators who desire overtime shall be placed at the bottom of the rotating voluntary Train Operator overtime list. Overtime will be assigned off the voluntary list only after the extra board, block board, and assigned day board for regular Train Operators have been exhausted
- (c) The effective date of the work selection for interlocking operators shall be April and October.
- (d) Vacations shall be picked by location within the Interlocking Operator classification based upon Operating District seniority.
- (e) The Authority shall establish Utility Interlocking Operator classification which shall be filled by qualified Train Operators in seniority order based upon seniority in the Operating Seniority District. Operators entering the Utility Interlocking Operating positions shall be paid the Train Operator's rate while in training to certify as an Interlocking Operator. Once certified, the Utility Interlocking Operator shall be paid the Interlocking Operator rate when performing Interlocking work (to include training or re-certification) and the Train Operator rate when performing Train Operator's work.

**PART THREE
MAINTENANCE AND CONSTRUCTION PERSONNEL**

Sec. 301 - Seniority, Transfer and Promotion

- (a) Seniority shall be on the basis of three (3) seniority districts: one (1) district shall be composed of all operating employees, another of all maintenance and construction employees, and the other of all administrative and clerical employees.
- (b) The following Internal Divisions are grouped under the maintenance and construction seniority district; however, there shall be a one-time transition pick for any classification where the seniority unit is narrowed from existing practice:
1. Bus Maintenance Shop;
 2. Bus Maintenance Garages;
 3. Rail Car Maintenance Shop (bench type work and major overhaul);
 4. Rail Car Maintenance and Inspection (all other type work);
 5. Plant Maintenance;
 6. Elevator and Escalator Maintenance;
 7. Track & Structures Maintenance;
 8. Systems Maintenance -Automatic Train Control (ATC);
 9. Systems Maintenance -Automatic Fare Collection (AFC);
 10. Systems Maintenance - Communications;
 11. Systems Maintenance - Power;
 12. Systems Maintenance - Shops; and,
 13. Engineering and Technical Support - Computer.
- (c) In the event the Authority elects to adjust or continue staffing manpower levels and work schedules between work selections (picks), vacancies, including those created by the departure of an incumbent or occasioned by an increase in manpower demands, shall be initially advertised for transfer in the internal division where the vacancy exists to the eligible bid group (AA, A, and B and C, D [Helper], and Lead) within classification. Thereafter, the resulting vacancy may be posted by the Authority as the "ultimate" vacancy and filled following advertisement, by a qualified applicant in the bid group and grade level sought. Selection shall be made from the list of qualified employees in seniority order, with first preference given to internal division applicants, then applicants within this Section (Maintenance and Construction) and then on a System-Wide basis.
- Whenever vacancies occur, notice will be posted within ten (10) calendar days on the bulletin boards in the appropriate locations giving opportunity for those who desire to apply to file their applications and to take examinations. The posting notice shall show the duties of the job and assigned days off. Transfers and promotions will be made within forty-five (45) calendar days on the basis of fitness and ability and the applicants will be advised promptly of the results of such examinations; provided, however, that in all cases where two (2) or more employees have approximately equal qualifications for the vacancy, seniority in the maintenance and construction seniority district shall rule. In determining an employee's fitness and ability, consideration will be given to examination results, work record, job performance and demonstrated ability.
- (d) Time spent in taking examinations shall be paid for at straight-time rates. Time spent in taking an examination more than twice for the same classification within a six-month period will not be paid.

- (e) The Union shall be immediately notified in writing of the existence of any vacancy and the date that such vacancy occurs and shall also be notified immediately of the identity of the employee promoted and the date of such promotion.
- (f) If the vacancy is not filled as a result of internal posting for bid, the job shall be advertised on a maintenance and construction-wide basis under the procedures outlined above. If the vacancy is not filled as a result of posting on a maintenance and construction-wide basis it shall be next made available system-wide within the bargaining unit. If the vacancy is not filled as a result of posting on a system-wide basis, it shall be filled from outside the bargaining unit.
- (g) Notwithstanding the above, promotions within classification Groups II through VI set forth in Appendix C, which are outside the scope of Appendix D shall be made, without competition or a posted vacancy in accordance with the following provisions.

- (1) All classifications in Groups II through VI set forth in Appendix C, which are outside the scope of Appendix D shall have pay grades, expressed as a percentage of the one-hundred (100%) operator rate, as follows:

Pay Grades	Group II	Group III	Group IV	Group V	Group VI
Grade D (Helper)	90	85	82	78	78
Grade C	100	90	85	80	82
Grade B	102.5	95	90	83	90
Grade A	104	100	95	87	95
Grade AA	114	104	100	90	-

- (2) Vacancies in entry grade "Grade D" shall be made in accordance with Section 01(c). Advancement from Grade D to Grade AA within classifications shall be in accordance with the procedures described herein.
 - (3) Twelve (12) months after an employee achieves a particular pay grade level, he/she shall advance to the next grade level provided he/she has taken and passed the required written and practical test(s) and is not delayed in accordance with paragraph five (5) below. All promotional tests shall be offered in April and October of each year. Promotions will be effective concurrent with job picks in June and December of each year. The Authority will make available to employees the tools, equipment and written material required to prepare for promotional testing.
1. It is understood that for work assignment purposes D, C, B, A and AA graded employees may be utilized interchangeably, although each position is distinguished by levels of proficiency and efficiency. It is further understood that the Laborers classification shall be restricted to purely laboring tasks to be identified and agreed upon by the parties.
 2. Notwithstanding test results and time in service, a promotion may be delayed by Management in increments of six months if the individual in question has failed to demonstrate fitness and ability as defined in Section 301 (c) herein. Should such a delay

occur, it will be accompanied by a written, supervisory appraisal and the Union will receive a summary of the reasons for the delay Management recognizes its responsibility to continuously inform employees of their performance during the course of the year. It is understood that management will provide counseling throughout the year to inform each employee and attempt to provide the guidance required to enhance his/her opportunity for promotion. If required, a plan will be developed to improve an employee's performance.

3. For the purpose of determining an employee's performance work and records over the course of a year under paragraph 5 herein above, henceforth, the three hundred and sixty-five (365) calendar day review of the employee's work record will begin with the period ending June 1 for the System Wide work selection and December 1 for the Division Work Selection (or, as appropriate, the System Work Selection for those Departments observing two System Picks annually.)
 4. Nothing in this Agreement will prevent WMATA from posting for bid under Section 301 additional vacancies in any grade beyond those necessary to provide the promotional opportunities guaranteed under this Agreement.
- (h) The Bus Maintenance Restructuring Agreement and related letters of understanding are set forth in Appendix D of this Agreement.
- (i) The Technical Skills Training Program and related letters of understanding are set forth in separate documents and hereby incorporated and made part of this Agreement.

Sec. 302 - Work by Supervisors

Supervisors in maintenance and construction departments shall not perform any manual or mechanical work other than such work as may be necessary in instructing employees or testing machines or mechanical equipment.

Sec. 303 - Regular Work Week and Shift Hours

- (a) All employees are hereby guaranteed a minimum of work of a five (5) day week of eight (8) hour days; provided, any employee failing to make and complete a report on any day for any reason shall forfeit the day's proportion of said minimum guarantee. All employees shall have two (2) consecutive days off in seven (7).
- (b) Shift hours shall be established by the Authority at its discretion except as otherwise provided herein. Each shift shall be composed of eight and one-half consecutive hours including one-half hour unpaid meal relief.

It is understood that work assignment selection will be bid in accordance with Section 310 or 311. In the event of a change in selected shift hours or days off, the affected employee as well as those at the same location in the same classification (and within same pick group) who are more senior, shall have the right to an immediate bump in accordance with Section 310 or 311, (but confined to the affected location). If the revised assignment is not elected by a senior employee (i.e., no bump is initiated by a senior employee), the originally affected employee shall have the option of electing to receive the allowance provided under Section 308 in lieu of initiating a bump down.

- (c) Except as provided herein below, employees exercising their rights to select work shifts shall select a fixed single set of shift hours to be worked each workday of each workweek for the duration of the pick period - i.e., "jumper" shifts will not be allowed.

Notwithstanding the above, the Authority shall be permitted to establish certain jumper shifts subject to the following limitations:

1. Jumpers may be used only in the Janitor, AFC Technician, and Plumber classifications.
2. Use of jumper shifts for the rail janitor and AFC Technician classifications is restricted to assignments in rail stations where the limited weekend service hours require such flexibility.
3. Jumper workweeks among bus garage janitors may be posted for pick but shall not be required unless voluntarily selected by janitors.

Sec. 304 - Overtime Assignments

- (a) Overtime work which cannot be postponed and which is caused by unforeseen circumstances shall be considered emergency overtime. The Authority must make every reasonable effort to recruit qualified volunteers for emergency overtime assignments. If there are no available volunteers the work will be assigned to the employee already performing the specific task, or, if it is not a work continuation assignment, to the qualified employee most readily available. In the event more than one qualified employee is readily available for emergency overtime, it shall be offered to available qualified employees in seniority order, or, in the absence of volunteers, it shall be assigned in inverse order of seniority. If no qualified person is readily available, the overtime will be assigned in accordance with the following paragraphs.
- (b) All overtime other than that described in the above paragraph (a) will be assigned on the basis of seniority from a rotating list. A monthly voluntary sign-up sheet will be kept at each maintenance facility for each classification, such listings to be determined by the parties. The list for Groups II through VII shall be established by classification and pay grade in the same manner as the selection of work by employees (i.e., AAs and As in one group; Bs and Cs in another; D's (Helpers) in a third, and Leads). When overtime is required in a particular classification, it will be assigned to the employee on the list with the most seniority in the maintenance and construction seniority district. Subsequent overtime assignments will be made to the next most senior person on the list and so on until the list is exhausted, at which time the list will be recycled.

Any employee who signs up on the voluntary rotation list described above will be required to perform any and all overtime assignments made on the basis of the rotating list.

In the event there are no overtime volunteers in a particular classification at a particular maintenance facility, the Authority may require overtime work on the basis of inverse seniority, provided, no employee will be required to work more than one overtime assignment in any 30-calendar day period, until all other employees in that classification at his/her location (where applicable) have been required to perform overtime, since the employee's last prior overtime assignment.

When non-emergency overtime assignments are made, employees will be notified in person or by telephone. A report of such overtime shall be made to a Union Shop Steward or other officially designated representative as to the assignment and hours worked as to each employee.

Sec. 305 - Overtime Pay

Overtime at the rate of time and one-half shall be paid for all time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week consisting of five (5) consecutive days, but overtime worked in any one (1) day shall not be counted again in computing overtime on the weekly basis.

Maintenance and construction employees shall be paid at the rate of double the employee's base rate for actual time worked on the seventh (7th) consecutive workday in any one workweek (provided the employees have performed work on all their regularly scheduled workdays in that week, unless the failure to do so is due to any of the following causes: jury duty; death in the immediate family; proven injury or illness; absence on Union Business; or, any other absence with Authority approval.)

Sec. 306 - Pay for Work Outside Regular Shift

Employees in a maintenance and construction district who perform work immediately before or immediately after their regular or assigned shift, shall be paid time and one-half for such work, provided they were available for their full regular shift. Any employee who performs work not connected immediately before or after his/her regular or assigned shift shall be paid time and one-half for such work, and any such report or work shall pay a minimum of five (5) hours' pay time. This minimum guarantee shall be in addition to the eight (8) hour daily and forty (40) hour weekly or other such guarantee.

Sec. 307 - Meal Allowance

Employees who have worked overtime of more than three (3) hours immediately before and/or after their regular day's assignment shall be furnished a meal, or if no meal is furnished, a meal allowance of six dollars (\$6.00) and a 30-minute unpaid meal break. A meal or meal allowance shall be furnished every five (5) hours thereafter.

Sec. 308 -Temporary Shift Changes

Employees in a maintenance and construction department who are requested by the Authority between annual picks to change their shift or division for a temporary period, shall be paid a premium of fifty (\$0.50) cents per hour for all time on duty during the period of such voluntary temporary transfer.

Sec. 309 - Layoff and Recall

Should the Authority reduce the working force such reduction shall be affected within such seniority districts on the basis of district seniority.

A reduction of forces will be made by separating the employee in each of the classifications within each group or section to be reduced having the least amount of district seniority, then the employee having the next lowest district seniority, and so on until the total reduction has been made.

An affected employee may elect to accept demotion into a lower classification, for which the employee is qualified, instead of being separated, in which case the employee will take precedence over all employees in such lower classification having less seniority.

The Authority will make provision, if necessary, for an affected employee, by removing or demoting employees within the same classification who have less seniority in the district than that of the affected employee, whenever such affected employee is qualified for an alternate position.

Employees will be permitted to change classifications or occupations instead of being separated, as provided above, upon passing qualifying examinations.

Employees who have been laid off, demoted, or otherwise transferred within the bargaining or out of the bargaining unit, as a result of reduction in forces shall retain their seniority and recall rights, based on their seniority as of the day of their lay-off, demotion or transfer, and such employees shall be recalled in order of their seniority in any job or jobs on which the employees have been previously employed for a period of sixty (60) months from the date of their lay-off, demotion or transfer; provided however, that such employees shall, at the time of lay-off, demotion or transfer notify the Authority of their desire to be placed on the recall list and thereafter, in order to retain such seniority or recall rights, shall at intervals of not more than sixty (60) calendar days communicate to the Authority in person or in writing their desire to be retained on the recall list.

A registered letter to the last address furnished the Authority shall be deemed sufficient notice to such laid-off employees of the availability of the job. Should such employees so notified not reply and make themselves available for the job within a period of seven (7) calendar days after mailing of the registered notice, the employees shall have forfeited their right to further recall.

Sec. 310 -Shop Employees

- (a) This Section is applicable to employees in the bus maintenance shop internal division consisting of the Heavy Overhaul Bus Shop at Bladensburg and Carmen Turner and the Service Vehicle Overhaul Shop at Bladensburg, Carmen Turner, and Alexandria; and the rail car maintenance shop internal division consisting of the Major Repair/Overhaul at Brentwood and Greenbelt and the Systems Maintenance Shop at Telegraph Road.
- (b)
 - 1. Employees entering a covered position on or after November 1, 1992, shall have two (2) consecutive days off in seven (7).
 - 2. The work week for those employees entering covered positions prior to November 1, 1992, shall begin on Monday and employees in this group shall be paid overtime in accordance with Section 305 for all pay time on Saturdays and Sundays.
 - 3. In addition to the work weeks established within the Shop as described in paragraphs 1 and 2, the Authority may require incumbent employees hired prior to November 1, 1992 to work a regular work week to include assigned days of either Friday and Saturday, or Sunday and Monday, provided that the number of such incumbent employees working such shifts shall not exceed the maximum number of 35. Service performed on either Saturday or Sunday as part of a regular work week assignment shall be paid at the straight time rate with work in excess of eight (8) hours paid at the overtime rate pursuant to Section 305.
- (c) Employees covered by this Section shall make work shift selections within the maintenance shop twice each year to be effective in June and December. Shift selections shall be posted for a minimum of three (3) business days prior to the date the work selection is to begin; and selection results shall be posted for a minimum of three (3) business days prior to the dates the selections shall actually become effective. For purposes of selection all shop facilities shall be regarded as a single integrated shop except as modified by Appendix D. With respect to classification Groups II through VII, the pay grades of AA and A within a job classification shall be one group for purposes of work shift selection (i.e., hours, regular work report location, days off); pay grades C and B shall be a second group for work selection purposes, and pay grades D (Helper) and Lead job

classifications shall pick only within the respective pay grade or classification.

- (d) Whenever a change is made in selected work hours the affected employees will be entitled to an immediate bump within their internal division.
- (e) A vacant position filled on a temporary basis for a period of more than thirty (30) days shall either be advertised and awarded as permanent or be abolished.

Sec. 311 - Employees Other Than Shop Employees

(a) This Section is applicable to employees in:

1. Bus garages;
2. Plant and Track & Structures Maintenance;
3. Systems Maintenance; and,
4. Rail Car Maintenance and Inspection forces

- (b) Mechanics and Helpers shall receive equal pay for comparable work subject to the provisions of Section 301(g)(4).
- (c) All janitors shall work straight shifts. Bus Garages and Rail Shops are considered to be regular work report locations for Janitors
- (d) Employees will be permitted to select their work shifts at the home location to which they are assigned, in accordance with seniority, within their respective classifications, subject to the number of jobs of each classification assigned to each shift, providing the employee qualifies within a reasonable time for the job selected except as modified by Appendix D. Shift selections shall be posted for a minimum of three (3) business days prior to the date the work selection is to begin; and selection results shall be posted for a minimum of three (3) business days prior to the dates the selections shall actually become effective. With respect to classification Groups II through VII, the pay grades of M and A within a job classification shall be one group for purposes of work shift selection (i.e., hours, regular work report location, days off), and pay grades C and B shall be a second group for work selection purposes, and pay grades D (Helper) and Lead shall pick only within the respective pay grade or classification. There shall be one (1) such pick effective in December each year. In addition, there shall be a system- wide selection by employees to become effective in June each year. Except as provided herein, the Union President/Business Agent and the appropriate Management Official may establish by written agreement an opportunity for two (2) system picks (June and December) for those classifications with fewer than fifteen (15) incumbents. It is understood that there shall be no other bumping except that which results from the provisions of Section 301(c), 309, or 311(f).
- (e) All janitors who select work assignments at specific rail station(s) may be required to report directly to the selected work site in lieu of reporting to the regular work report location.
- (f) Whenever a change is made in the assigned days off, work schedule or job duties, the employee shall be entitled to an immediate system bump.
- (g) A vacant position filled on a temporary basis for a period of more than thirty (30) days shall either be advertised and awarded as permanent or be abolished.

Sec 312 - Work Selection Procedures

In administering work selections pursuant to Sections 310 and 311, Management will meet in advance of the posing of the actual work selection with the Union (President's designated Shop Steward and Assistant BA) for the purpose of reviewing in detail the contents of the Pick (hours of work, days off, and regular work report location for each classification). At that time questions and concerns may be raised and consensus reached as to the content of the actual Pick to be posted. Once the Parties' approve the contents of the Pick no changes will be made to the actual Pick Posting unless the Parties again meet, confer and mutually agree that changes are in order. The Shop Steward shall be compensated by the Authority for attendance at such sessions.

A Shop Steward (or another Local 689 representative appointed by the President/BA) may assist in the conduct of a pick. In the event the Authority requests the on-duty shop steward or designee to participate in the work selection, such participation will be accomplished without removing the employee from pay status.

Sec. 313 - Lead Personnel

- (a) The Authority shall determine the number of regular lead positions, on each shift, and at each location. Having determined the number of regular lead positions, the Authority shall post such positions coincident with each regular pick established under Section 310(c) and 311(d).
- (b) Regular lead positions shall be bid for and filled in order of seniority among the lead qualified employees within the applicable classification. The successful bidder will hold the regular lead position for the duration of the pick period.
- (c) In addition to regular lead positions, the Authority may retain temporary leads who shall substitute for regular leads who are temporarily absent due to injury or illness, vacation, substituting for supervisors, etc. Temporary lead assignments shall be filled in order of seniority among the lead-qualified employees on the shift at the particular location and in the applicable classification; provided, however, that temporary lead assignments exceeding four weeks shall be posted for bid as provided in paragraph (b) herein above.
- (d) The basis of pay for holidays, vacations and other paid leave shall include the lead differential for regular leads but shall be excluded for temporary leads.

Sec. 314 - Direct Reports

All employees in Maintenance and Construction classifications shall have regular work report locations subject to pick in accordance with Section 310 or 311. Notwithstanding the above, employees in Systems Maintenance, Plant Maintenance and Track & Structures Maintenance engaged in construction, reconstruction or rehabilitation projects lasting five (5) consecutive workdays or more may be required to report directly to the work site. In lieu of reporting to their regular scheduled report location, employees assigned to work in connection with the Authority's Severe Weather Operations Plan may be required to report directly to an alternate facility or work site. Employees making direct reports shall receive a 10-minute arbitrary (which shall be included in the overtime base) in addition to the regularly scheduled hours of work. Such assignments shall be made within classifications by seniority on a right of first refusal basis.

Sec. 315 - Part-Time Employees

The Authority may hire part-time employees in the Maintenance and Construction district under the following terms:

- (a) **Hiring Maximum** The number of part-time employees shall not exceed fifty (50).

- (b) **Eligibility** The Authority may only fill part-time vacancies by hiring individuals who have retired from the Authority and who are receiving (or are eligible to receive) early or normal retirement benefits under the Transit Employees= Retirement Plan.
- (c) **Compensation** Except as specified otherwise herein, pensioned part-timers shall be covered only by Sections 101 through 114 of the Agreement. Pensioned part-timers shall be paid the maximum hourly rate applicable to the classification (including longevity and grandfathered rates) for all hours worked, with a guarantee of twelve (12) pay hours per week, and shall receive the same health and welfare coverage as other retired employees, the work clothes required under Section 121(b), a four-week (4) unpaid vacation, and required statutory benefits.
- (d) **Work Limits** Part-time employees in the Maintenance and Construction district may work up to twenty (20) pay hours per week. Assignments must consist of straight work (in terms of time scheduled).
- (e) **Seniority** All part-time employees in the Maintenance and Construction district will accrue seniority within the Maintenance and Construction Seniority District in the same manner as full-time employees.

**PART FOUR
DIVISION CLERKS AND RELATED PERSONNEL**

Sec. 401 - Seniority

- (a) Seniority shall be exercised within each Division Clerks and Related Personnel classification set forth in Appendix C, in picking locations, tricks or assignments, vacations, filling vacancies, and in the event of a reduction in force.
- (b) For Maintenance Clerks, seniority for all purposes shall be measured from the point at which time the employee first entered the Maintenance and Construction seniority district.

For Depot Clerks and Utility Depot Clerks, seniority for all purposes (except for vacation picks, see Section 406) shall be measured from the date of appointment to the Depot or Utility Clerk position.

- (c) Employees who transfer into a Division Clerks and Related Personnel classification from an Operating classification, Maintenance and Construction classification, or from an Administrative and Clerical classification, shall continue to accumulate seniority in the district from which the employee transferred. Thus, for example, in the event of a reduction in force, the affected employees are entitled to bump back into their former classification with full accumulated seniority credit for the time served in a Division Clerk classification.

Sec. 402 - Hours of Work and Overtime

- (a) All Division Clerks and Related Personnel covered by this Agreement shall be guaranteed a minimum of work of a five (5) day week of eight (8) hour days with two (2) consecutive days off in seven (7).

All Maintenance Clerks entering the classification on or after October 18, 1982, may be scheduled to work five (5) consecutive days of work in any calendar week, including Saturday and Sunday.

- (b) The hours of work for Maintenance Clerks, and for revenue equipment employees shall be eight (8) hours daily, with an unpaid meal break of thirty (30) minutes.

The work of Depot Clerks shall be scheduled into tricks of eight (8) consecutive hours per day for five (5) consecutive days per week. When on a holiday operators work a Saturday or Sunday schedule, Depot Clerks will also operate a Saturday or Sunday schedule.

- (c) Whenever any employee in a Division Clerk and Related Personnel classification (other than Depot Clerks) works on other than the first shift, the night shift differentials provided for maintenance and construction employees under Section 126 shall be applicable.
- (d) A Relief or Utility Clerk shall work the same trick and hours as the employee relieved.
- (e) Time and one-half shall be paid for all work required in excess of eight (8) hours in any one (1) day or forty (40) hours in one (1) week, but overtime worked in any one (1) day shall not be counted again in computing overtime on the weekly basis.
- (f) Employees who perform work immediately before or immediately after their regular or assigned shift shall be paid time and one-half for such work, provided they were available for their full regular shift. Employees who perform work not connected immediately before or after their regular or assigned shift shall be paid time and one half for such work and any such report or

work shall pay a minimum of five (5) hours' pay time. This minimum guarantee shall be in addition to the eight (8) hour daily and forty (40) hour weekly or other such guarantee.

- (g) Employees shall be paid at the rate of double the employee's regular rate for actual time worked on the seventh (7th) consecutive workday in any one workweek (provided the employees have performed work on all their regularly scheduled work days in that week, unless the failure to do so is due to any of the following causes: jury duty, death in the immediate family, proven injury or illness, absence on Union Business, or any other absence with Authority approval).
- (h) Depot Clerks shall be given first priority in the assignments of overtime in the Depot Clerk classification. All overtime shall be assigned from a rotating list of volunteers established for each division. If there are no volunteers, Utility Depot Clerks within the division may be recruited, on a voluntary basis, to perform the overtime assignments. It is specifically understood that this provision is not intended to create overtime for Depot Clerks where the work can be performed by a Utility Depot Clerk on a flat-time basis.
- (i) Employees in Division Clerk and Related Classifications who are requested by the Authority between picks to change their shift or division for a temporary period, shall be paid a premium of fifty (.50) cents per hour for all time on duty during the period of such voluntary temporary transfer.
- (j) Employees who are requested by the Authority, between annual picks, to change their shift or division for a temporary period, shall be paid a premium of fifty (.50) cents per hour for all time on duty during the period of such voluntary temporary transfer.
- (k) Utility Clerks will not be utilized on an overtime basis to perform assignments when regular clerks are available on the overtime list to perform such work.

Sec. 403 - Work by Supervisors

No Superintendent or Supervisor shall perform duties which are normally performed by Division Clerks or Related Personnel, except in cases of emergency or for purposes of instruction.

Sec. 404 - Utility Depot Clerks

- (a) There shall be established a Utility Depot Clerk pool at each of the operating divisions set forth in Section 201(b).
- (b) Vacancies (including new positions) in the Depot Clerk classification remaining after the provisions of Section 405 are exhausted, shall be advertised for bid on a system wide basis, among all employees in the Utility Clerk pool. Such vacancies shall be filled in strict seniority order.
- (c) Vacancies (including new positions) in the Utility Clerk pool shall be advertised for bid on an operating-wide basis. Such vacancies shall be filled in accordance with seniority from among those employees meeting the minimum qualifications for the Utility Clerk position.
- (d) Work assignments among the Utility Clerks at the division shall be rotated to the fullest extent practicable.
- (e) During the six (6) month period immediately following the employee's first day of work as a Utility Clerk, the Authority shall be the sole judge of the ability of the individual to meet the qualifications of a Utility Clerk.

- (f) Utility Clerks shall receive the same pay as Depot Clerks, provided, however, that Operators qualifying or breaking in as Utility Clerks shall be paid Operators' rate of pay while being instructed.
- (g) A Utility Clerk shall not take any charter work for a period of seven (7) days after performing duties as a Utility Clerk, except for a bona fide request from the person contracting the charter.

Sec. 405 - Depot Clerks - Transfer and Work Selections

- (a) All Depot Clerks' tricks shall be advertised for bid (including major job function) at least twice each year. Such bids shall take place so as to become effective the first payroll period in April and the first payroll period in October. At least fifteen (15) days prior to the posting of any advertisement for bid, the Union shall be notified of the effective date of the schedule of tricks and shall be furnished with a copy thereof. The Union shall, after a period not exceeding three (3) days after receipt of a copy of the schedule of tricks, express its approval or offer changes in said schedule of tricks, and if no agreement is reached within two (2) days' conference, the proposed schedule of tricks shall be taken up with the head of the department and, if no agreement is reached, the schedule shall be posted and picked and shall thereafter be subject to the provisions of this Agreement with regard to the arbitration of unsettled questions and grievances arising during the life of this Agreement.
- (b) Any advertisement of a general bid of all tricks shall be posted for at least seven (7) days before going into effect.
- (c) When a trick becomes open between general bids it shall be advertised for three (3) days and awarded to the successful bidder the Sunday following the bid. A trick which becomes open as a result of such bidding shall be advertised for twenty-four (24) hours and awarded to the successful bidder the Sunday following the bid. No trick shall be considered as advertised on Saturday, Sunday, or holiday.
- (d) Except as provided in paragraph (4) hereof, the working hours or days off of any trick may not be changed except upon thirty (30) days' notice. In the event of any such change the trick must be advertised for bid. Any such change shall entitle the holder of the trick to a bump-down.
- (e) A vacant position filled on a temporary basis for more than thirty (30) days shall either be advertised and awarded as permanent or be abolished

Sec. 406 - Depot Clerk Vacations

- (a) Depot Clerks' vacations may be selected to run from Sunday to Saturday or from assigned day to assigned day at the option of the Clerk.
- (b) Vacations will be picked at the Division where a Depot Clerk works.
- (c) In advance of the regular vacation pick, a special pick will be held at which Relief Clerks working at more than one Division will pick the Division at which they will participate in the regular vacation pick.
- (d) A Depot Clerk's vacation will not be affected by vacations of superintendents or supervisors.

- (e) For purposes of the selection of vacation periods, District seniority of Depot Clerks shall prevail.
- (f) Depot Clerks' weekly vacation pay shall be equivalent to the pay of the individual's regular weekly assignment.

Sec. 407 - Maintenance Utility Clerks

- (a) There may be established, at each location, a Utility Clerk pool for each maintenance clerk job classification identified in Appendix C, subsection (c).
- (b) The work assignments of the Maintenance Utility Clerks shall be rotated to the fullest extent practicable among the Utility Clerks in the classification at the work location.
- (c) Vacancies (including new positions) in the Maintenance Clerk classification shall be advertised to all Maintenance Clerks on a system-wide basis. Vacancies shall be filled in the following order of priority: first from among Maintenance Clerks in the same job classification at the location where the vacancy exists; second, from among all Maintenance Clerks in the same job classification on a system-wide basis; and finally, from among all other Maintenance Clerks on a system-wide basis on the basis of fitness and ability for the clerk job classification. Whenever vacancies occur, notice will be posted within ten (10) calendar days on the bulletin boards in the appropriate locations giving opportunity for those who desire to apply to file their application and to take any required examination for a different clerk job classification. The posting notice shall show the duties of the job and assigned days off. Transfers and promotions will be made within forty-five (45) calendar days on the basis of fitness and ability for the particular clerk job classification and the applicants will be advised promptly of the results of any required examinations; provided, however, that in all cases where two (2) or more employees have approximately equal qualifications for the vacancy, seniority shall rule. In determining an employee's fitness and ability, consideration will be given to work record, job performance and demonstrated ability. If the transfer is not made within such forty-five (45) day period, any wage adjustment attributable to such transfer shall nevertheless become effective on the forty-sixth (46th) day.
- (d) Vacancies (including new positions) in the Utility Clerk classification shall be advertised on a system-wide basis. Vacancies shall be filled in the first instance by Utility Clerks from the utility clerk pool (if any) for that classification. Remaining vacancies within the Utility Clerk classification are then filled from among maintenance employees in Section 300 on the basis of fitness and ability for any established utility clerk pool. Whenever vacancies occur, notice will be posted within ten (10) calendar days on the bulletin boards in the appropriate locations giving opportunity for those who desire to apply to file their application and to take any required examination for a different clerk job classification. The posting notice shall show the duties of the job and assigned days off. Transfers and promotions will be made within forty-five (45) calendar days on the basis of fitness and ability for the particular clerk job classification and the applicants will be advised promptly of the results of any required examinations; provided, however, that in all cases where two (2) or more employees have approximately equal qualifications for the vacancy, seniority shall rule. In determining an employee's fitness and ability, consideration will be given to work record, job performance and demonstrated ability. If the transfer is not made within such forty-five (45) day period, any wage adjustment attributable to such transfer shall nevertheless become effective on the

- (e) During the six (6) month period immediately following the employee's first day of work as a Maintenance Utility Clerk, the Authority shall be the sole judge of the individual's ability to meet the qualifications of the Utility Clerk classification.
- (f) Maintenance Utility Clerks shall receive the pay grade of the respective clerk classification (Shop, Garage, Stock, etc.). Employees qualifying or breaking in as Maintenance Utility Clerks shall be paid the regular rate of pay of the classification from which they are being instructed.
- (g) A vacant position filed on a temporary basis for more than thirty (30) days shall either be advertised and awarded as permanent or be abolished

Sec. 408 - Maintenance Clerks - Work Selection

Maintenance Clerks shall have a system pick effective in June and December of each year.

**PART FIVE
ADMINISTRATIVE AND CLERICAL PERSONNEL**

Sec. 501 - Regular Workweek and Overtime

- (a) A full-time employee in an administrative and clerical classification shall be guaranteed a minimum of eight (8) hours' pay per day and forty (40) hours' pay per week, at the employee's regular rate of pay, provided such employee completes his/her full regular shift.
- (b) Full-time employees in the administrative and clerical group shall have two (2) consecutive days off in seven (7).
- (c) When employees in the administrative and clerical group are required to work overtime, they shall be paid at the rate of time and one-half for work in excess of eight (8) hours in any one (1) day or forty (40) hours in one (1) week. Overtime worked in any one day shall not be counted again in computing overtime on the weekly basis.
- (d) Full-time administrative and clerical employees required to work beyond a spread of ten (10) hours shall be paid spread penalty pay of additional half-time for all spread beyond ten (10) hours in the case of split shifts. This spread time allowance shall be paid in addition to all other straight-time payments, overtime payments and allowances to make the minimum day as required by subsection (a) of this Section.
- (e) Administrative and Clerical employees shall be paid weekly.

Sec. 502 - Work on Day Off

Any employee who works on an assigned day off shall be paid at the rate of time and one-half for actual time, with a minimum of six (6) hours pay at the straight-time rate; provided, however, that an employee who works on the second of the two days off in the same workweek, having already worked on the first day off in that workweek shall be paid for such work on the second day off at not less than twice the applicable straight time rate of pay.

In order to be eligible for the overtime premium provided for herein, employees must have worked during their five (5) regularly scheduled workdays in that week, unless the failure to do so is due to any of the following causes: jury duty, death in the immediate family, proven injury or illness, absence on Union business, or any other absence with Authority approval.

Sec. 503 - Pay for Work Outside Regular Shift

Full-time administrative and clerical employees who are required to perform work immediately before or immediately after their regular or assigned shift shall be paid time and one-half for such work, provided the employees were available for their full regular shift. Employees required to perform work not connected immediately before or after their regular or assigned shift shall be paid time and one half for such work, provided they were available for their full regular shift, and any such work shall pay a minimum of five hours' straight time pay. This minimum guarantee shall be in addition to the eight hour daily and forty hour weekly or other such guarantee.

Sec. 504 - Return to Duty

Employees returning to active duty following an authorized leave of absence shall be permitted to bump into their prior position in accordance with their seniority in the administrative and clerical seniority district. If such employee's seniority is insufficient to regain the prior position, the employee will be permitted to bump into his/her current classification. If such employee's seniority is insufficient for this bump, the employee will be permitted to bump into any administrative or

clerical job for which the employee is qualified.

Sec. 505 - Work By Supervisors

Supervisors of administrative and clerical employees shall not perform duties which are normally performed by bargaining unit employees, except in cases of emergency or for purposes of instruction.

Sec. 506 - Transfer and Promotion

(a) Vacancies in administrative and clerical classifications shall be advertised first within the job series, except for the position of Compiler Assistant within the Planning Series. Preference will be accorded to applicants from within the job series based on seniority. If there are no qualified applicants within the series, vacancies will be advertised within the administrative and clerical district. Whenever vacancies occur notice will be posted within ten (10) calendar days on the' bulletin boards in the proper locations giving opportunity for those who desire to apply to file their application and to take required examinations.

The posting notice shall show the duties of the job, hours of work and the assigned days off. Transfers and promotions will be made within thirty (30) calendar days on the basis of fitness and ability, and applicants will be advised promptly of the results of such examinations; provided, however that in any case in which two (2) or more employees are determined to have equal ability and qualifications for the vacancy, seniority in the administrative and clerical district shall rule.

- (b) Time spent in taking examinations shall be paid for at straight-time rates. Time spent in taking an examination more than twice for the same classification within a six-month period will not be paid.
- (c) The Union shall be immediately notified in writing of the existence of any vacancy and the date that such vacancy occurs and shall also be notified immediately of the identity of the employee promoted and the date of such promotion.
- (d) If the vacancy is not filled as a result of internal posting for bid, the job shall be advertised on a system-wide basis within the bargaining unit. If the vacancy is not filled as a result of posting on a system-wide basis, it shall be filled from outside the bargaining unit.
- (e) An employee promoted or transferring pursuant to this section shall be subject to a thirty (30) calendar day trial period during which time he or she shall be given reasonable opportunity to perform the work of the new position. If during this period the employee does not desire to retain the position, he or she may return to the former position and rate of pay without loss of seniority. If during this period the employee does not meet the qualifications of the position, in the judgment of the immediate supervisor, the employee may be returned to the former position, at the discretion of the Authority, without loss of seniority.
- (f) In classifications which have more than one "Level," vacancies will generally be advertised at the lowest level, Level I. However, this does not prevent the Authority from posting vacancies at higher levels, if needed.

Regardless of the existence of a vacancy, an employee shall be entitled after one year of service at one level to move up to the next higher level of their own job classification, provided that they have taken and passed any applicable written and practical tests and are not delayed in accordance with paragraph 3 herein. Tests will be offered in a timely fashion (every six months) so that each employee has at least two opportunities to take a test during their year of service

at any particular level.

Promotions shall be effective with the first payroll period in January and July of each year.

Notwithstanding test results and time in service, a promotion may be delayed by the Authority in increments of six months if the individual in question has failed to demonstrate fitness and ability.

Should such delay occur, it will be accompanied by a written, supervisory appraisal and the Union will receive a summary of the reasons for the delay.

The Authority recognizes its responsibility to continuously inform employees of their performance during the course of the year. It is understood that the Authority will provide counseling throughout the year to inform each employee and attempt to provide the guidance required to enhance their opportunity for promotion. If required, a plan will be developed to improve an employee's performance.

- (g) Except as provided under Section 511, and in the absence of a reduction in force, there shall be no bumping within job classifications. However, in the event that a vacancy occurs, the assignment associated with that vacancy will be offered in seniority order to the other employees of the same job classification before it is otherwise posted under Section 506(a). The residual assignment shall then be posted in accordance with Section 506(a).
- (h) It is understood that for work assignment purposes employees within a job classification regardless of level may be utilized interchangeably, although each position is distinguished by levels of proficiency and efficiency. Multi-grade level employees will be provided training and the opportunity to work all job tasks within the job classification.

Sec. 507 - Present Benefits

Except as modified by the parties, the working conditions and benefits of the administrative and clerical employees existing prior to May 1, 1974, shall continue in effect during the life of this Agreement.

Sec. 508 - Part-Time Employees

- (a) The Authority shall be permitted to hire part-time employees in the classifications of Ridership Information Agent, Traffic Clerk, Computer Operator, PABX Console Attendant, Revenue Processing Technician, Transit Sales Clerk, the Ticket Order Clerk function, Mail Clerk/Driver and Consumer Services Clerk. Such employees shall be covered by all provisions of the Agreement applicable to Administrative and Clerical personnel (except as provided in paragraphs (b) and (c) below) and provided further that benefits shall be made available on a pro rata basis in the same manner as extended to "new hire" part-time bus operators.
- (b) Part-time employees will progress through the wage grades in a job classification, where applicable, on the same length of service basis as full-time employees. Part-time employees shall be eligible for upgrade to full-time vacancies within a job classification after the position has been advertised to the interested full-time employees in the classification. Full-time employees shall have preference over part-time employees in promotion and transfer decisions and in selection for vacancies outside the classification based on seniority.

Sec. 509 - Layoff and Recall

- (a) Should a reduction in force be necessary in a given classification, the junior employee or employees based on Administrative and Clerical District Seniority shall be designated for lay-off within the job classification being reduced.

- (b) Employees designated for layoff will be given a list of all Administrative and Clerical job classifications occupied by less senior employees, provided that the full base pay rate of the less senior occupied job is equal to or less than the designated employee's full base payrate. The Authority will provide designated employees the opportunity to review the job descriptions of the jobs listed. Each designated employee shall note on the job listing those jobs for which the employee wishes to be considered for transfer in the employee's order of preference. The designated employee shall complete an "In-House Authority Application Form" for each noted job and submit the form(s) along with the notated listing to the Office of Human Resources and Management Planning within five calendar days of its receipt. Designated employees are encouraged to apply for any bargaining unit vacancies for which they wish to be considered. Designated employees will be selected for bump based upon whether they meet the qualifications to perform the work of the new job. Affected employees who are selected for bump shall bump the employee with the least Administrative and Clerical District Seniority within the new job classification. Employees who are then bumped shall then become the reduction in force designated employee.
- (c) The Authority shall initiate the reduction in force process sufficiently in advance of the reduction in force effective date to insure that all employees are given the opportunity to exercise their contractual bumping rights. Reduction in force designated employees who are determined not qualified to bump; or who do not make timely selections of vacancies or bump positions they are qualified to hold; or who decline to select shall be laid-off on the reduction in force effective date, with recall rights as specified herein.
- (d) Should a reduction in force affected job classification, include various location and/or shift assignments, a system pick shall be conducted prior to the reduction in force procedure being invoked.

Employees who have been laid off or otherwise transferred within or out of the bargaining unit or demoted as a result of reduction in forces shall retain their seniority and recall rights in any administrative and clerical position in which they have been previously, for a period of sixty (60) months from the date of their lay-off. Laid-off employees shall at the time of lay-off notify the Authority of their desire to be placed on the recall list and thereafter, in order to retain such seniority or recall rights, shall at intervals of not more than sixty (60) calendar days communicate to the Authority's Office of Labor Relations in person or in writing their desire to be retained on the recall list. A registered letter to the last address furnished the Authority shall be deemed sufficient notice to such laid-off employees of the availability of the job. Should such employees so notified not reply and make themselves available for the job within a period of seven (7) calendar days after mailing of the registered notice, they shall have forfeited their right to further recall.

In addition to the above, no full-time employee shall be laid off or converted to part-time status while part-time employees in the same classifications are on the payroll.

Sec. 510 - Revenue Collection Technicians

- (a) Seniority shall prevail among Revenue Collection Technicians for purposes of picking shifts, vacations, and assigned days off.

For the purpose of picking shifts and assigned days off, the seniority date of an employee appointed to the Revenue Collection Technician Job will be the date of such appointment. For all other purposes, the Administrative and Clerical district seniority shall prevail.

- (b) Work assignments will be made by supervisory personnel and will be rotated daily or weekly, as practicable. Notice of work assignments shall be given at least twenty-four (24) hours in advance of the report time for the assignment. Work shifts shall not be changed except upon at least one (1) week's notice.
- (c) Revenue Collection Technicians will receive work clothes in accordance with Sec. 121(b).

Sec. 511 - Work Selection

For the purposes of this provision the following internal seniority divisions shall be established.

1. Revenue Collection Technician
2. Customer Information Agent
3. Traffic Clerks
4. Transit Sales Clerk

Full-time employees within each internal division shall have the right to pick shifts, days off and location twice each year effective in June and December. Work picks shall be based upon seniority measured from the point at which time the employee first entered the administrative and clerical seniority district.

Sec. 512 - Overtime Assignments

- (a) Overtime work which cannot be postponed and which is caused by unforeseen circumstances shall be considered emergency overtime. The Authority must make every reasonable effort to recruit qualified volunteers for emergency overtime assignments. If there are no available volunteers, the work will be assigned to the employee already performing the specific task, or, if it is not a work continuation assignment, to the qualified employee most readily available. In the event more than one qualified employee is readily available for emergency overtime, it shall be offered to available qualified employees in seniority order, or, in the absence of volunteers, it shall be assigned in inverse order of seniority. If no qualified person is readily available, the overtime will be assigned in accordance with the following paragraphs.
- (b) All overtime other than that described in the above paragraph (a) will be assigned on the basis of seniority from a rotating list. A bi-weekly voluntary sign-up sheet will be kept in each department for each classification. When overtime is required in a particular classification, it will be assigned to the employee on the list with the most seniority in the administrative and clerical seniority district. Subsequent overtime assignments will be made to the next most senior person on the list and so on until the list is exhausted, at which time the list will be recycled.

Any employee who signs up on the voluntary rotation list described above will be required to perform any and all overtime assignments made on the basis of the rotating list.

In the event there are no overtime volunteers in a particular classification in a particular department, the Authority may require overtime work on the basis of inverse seniority, provided, no employee will be required to work more than one overtime assignment in any 30-calendar day period, until all other employees in that classification at his/her department have been required to perform overtime, since the employee's last prior overtime assignment.

When non-emergency overtime assignments are made, employees will be notified in person or by telephone. A report of such overtime shall be made to a Union Shop Steward or other officially designated representative as to the assignment and hours worked as to each employee.

Sec. 513 - Revenue Processing Technician

- (a) All Revenue Processing Technicians shall be evaluated on a monthly basis with a final annual review. Employees receiving a below satisfactory monthly evaluation shall receive supervisory monitoring, counseling, retraining and a written warning that performance must improve.
- (b) The stacking of bill currency is the most time-consuming function of Revenue Processing Technician's time. Therefore, bill stacking performance is a major area of fitness and ability. The satisfactory performance skill standards for each grade level are as follows:
 - 1. A Revenue Processing Technician I must process an average of 1,500 bills per hour worked stacking bills.
 - 2. A Revenue Processing Technician II must process an average of 1,800 bills per hour worked stacking bills.
- (c) To qualify for promotion to Revenue Processing Technician 11, Revenue Processing Technician I employees must have an annual evaluation of above satisfactory (minimum of 1,800).
- (d) Any Revenue Processing Technician who receives an annual average bill stacking evaluation of above 2,000 shall receive an annual cash bonus of \$750 and, for an evaluation above 2,300, an additional \$1,500. Employees working partial years shall be eligible for the initiative bonus on a prorated basis.
- (e) Any Revenue Processing Technician who receives an annual average bill stacking evaluation of below 1,500 shall be disqualified from the position of Revenue Processing Technician.
- (f) Any Revenue Processing Technician II who receives an annual average bill stacking evaluation between 1,500 and 1,800 shall be demoted to Revenue Processing Technician I.

Sec. 514 - Performance Evaluations

At intervals of not more than twelve months, employee performance evaluation shall be conducted. The performance evaluation shall be reviewed with the employee no later than thirty calendar days following an employee's anniversary date. Each employee shall receive and sign for a written copy of the performance evaluation. Each employee shall be permitted to write a response on the evaluation. That response shall be kept with and made part of the evaluation permanently.

Sec. 515 - Temporary Shift Change

Employees who are requested by the Authority, between annual picks, to change their shift or division for a temporary period, shall be paid a premium of fifty (50) cents per hour for all time on duty during the period of such voluntary temporary transfer.

Sec. 516 - Eight Hours' Daily Rest

Traffic Clerk and Revenue Series classifications shall be given an opportunity to have not less than eight (8) hours' continuous rest once in each twenty-four (24) consecutive hours.

**PART SIX
TERM OF AGREEMENT AND WITNESS**

Sec. 601 - Term

This Agreement is to continue in effect through June 30, 2024, and from year to year thereafter unless change is requested by either of the parties hereto by written notice ninety (90) calendar days prior to June 30, 2024, or ninety (90) calendar days prior to June 30 of any year thereafter. In the event the parties cannot reach agreement upon proposed changes or modifications, or in the event of a notice of termination if collective bargaining fails to result in agreement, then all matters in dispute shall be arbitrated as provided in the provisions of this Agreement dealing with the arbitration of future contracts.

Sec. 602 - Witness

Executed this _____ day of _____ 2020.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Paul J. Wiedefeld
General Manager/CEO

Winston Ellis
Vice President and Chief Labor Relations Officer

Date _____

Date _____

LOCAL 689, AMALGAMATED TRANSIT UNION, AFL-CIO

Raymond Jackson
President/Business Agent

[Anyone else?]
[Title?]

Date _____

Date _____

APPENDIX A
THE TRANSIT EMPLOYEES' RETIREMENT PLAN
(As Amended and Restated Effective July 1, 2008, and as further amended
through June 30, 2012)

The Transit Employees' Retirement Trust Agreement and Plan, heretofore executed and amended, is hereby amended and restated to read in its entirety as follows:

ARTICLE I
NAME, EFFECTIVE DATE AND PURPOSE

1.01 **Name.** The Name of the Plan is "The Transit Employees' Retirement Plan" hereinafter called the "Plan."

1.02 **Effective Date.** The Transit Employees' Retirement Plan was originally adopted July 1, 1945. The Plan, as amended and restated by this Plan document, is effective as of July 1, 2008 (the "Effective Date"). Notwithstanding the forgoing, any provision which is contained in this amended and restated Plan and which is required to be effective before the Effective Date in order for the Plan to retain its qualification under Section 401(a) of the Internal Revenue Code shall, nevertheless, be effective as of the effective date required under the Internal Revenue Code.

Except as specifically provided herein, the provisions of this amending restatement shall apply only to a Participant whose status as an Employee commences, resumes or terminates on or after the Effective Date. The rights and benefits, if any, of a Participant whose status as an Employee terminated prior to the Effective Date (including a Participant who has withdrawn from the Plan but who continues to be employed by the Authority) shall be determined in accordance with the provisions of the Plan that were in effect on the date his or her status as an Employee terminated. Notwithstanding the preceding sentence, a Participant whose status as an Employee terminated prior to the Effective Date and who is entitled to a Retirement Allowance under the Plan shall be entitled to elect any optional form of benefit that is available under the Plan at the time the Retirement Allowance is scheduled to commence.

1.03 **Purpose of the Plan.** The Plan is designed to provide retirement income and disability payments for eligible employees of Washington Metropolitan Area Transit Authority who are represented by Local 689 of the Amalgamated Transit Union, AFL-CIO.

ARTICLE II
DEFINITIONS

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

2.01 **"Accrued Benefit"** means, as of any date prior to the Participant's Normal Retirement Date, a monthly Retirement Allowance, commencing on the first day of the month coincident with or next following the Participant's Normal Retirement Date and continuing for the Participant's life, calculated in accordance with Section 5.01, but based upon the Average Compensation and Years of Continuous Service as of the date of determination. The Accrued Benefit on the Participant's Normal Retirement Date shall be the monthly Retirement Allowance described in Section 5.01.

2.02 **"Actuarial Assumptions"** means those assumptions used in the determination

of Actuarial Equivalents or for other pertinent benefit calculations, as set forth in Appendix A hereto, as the same may be modified from time to time.

2.03 **"Actuarial Equivalent"** means a benefit of equivalent dollar value on a specified date, computed on the basis of the Actuarial Assumptions.

2.04 **"Actuarial Reduction or "Actuarially Reduced"** means a reduction which will cause a Retirement Allowance or Survivor Allowance with a commencement date that precedes a Participant's Normal Retirement Date to be the Actuarial Equivalent of the Retirement Allowance or Survivor Allowance that would have otherwise been payable beginning on first day of the month coincident with or next following the Participant's Normal Retirement Date. Notwithstanding the foregoing, in the case of (1) a Participant who Retires or dies after attaining age fifty-five (55) and completing fifteen (15) Years of Continuous Service, or (2) a Participant who Retires, terminates employment with the Authority or dies after completing twenty (20) Years of Continuous Service, the following factors shall be used to compute the required reduction in the Participant's Retirement Allowance or the Spouse's Survivor Allowance for commencement prior to the Participant's Normal Retirement Date:

(a) **Retirement or Death on or after age 55 with 15 Years of Continuous Service:** If the Participant Retires or dies after attaining age fifty-five (55) and completing fifteen (15) Years of Continuous Service, the amount of the Retirement Allowance or Survivor Allowance otherwise payable at the Participant's Normal Retirement Date shall be reduced by forty-two hundredths percent (0.42%) for each full month by which the Participant's Retirement Allowance or the Spouse's Survivor Allowance commences in advance of the first day of the month coincident with or next following the Participant's sixty-fifth (65th) birthday (or in the case of a Spouse's Survivor Allowance, the date on which the Participant would have attained age sixty-five (65) if he or she had not died)

(b) **Retirement, Termination of Employment or Death with 20 Years of Continuous Service:** If the Participant Retires, terminates employment with the Authority or dies after completing twenty (20) Years of Continuous Service, the amount of the Retirement Allowance or Survivor Allowance otherwise payable at the Participant's Normal Retirement Date shall be reduced by twenty-one hundredths percent (0.21%) for each full month by which the Participant's age (or in the case of a Spouse's Survivor Allowance, the age the Participant would have attained if he or she had not died) on the date the Allowance commences is less than the difference between eighty-three (83) and the number of Years of Continuous Service which the Participant had completed as of his or her date of Retirement, termination of employment or death.

2.05 **"Age"** means attained age except when used to calculate the Actuarial Equivalent of an optional form of Retirement Allowance. When used to calculate an Actuarial Reduction or the Actuarial Equivalent of an optional form of Retirement Allowance, age means age at nearest birthday.

2.06 **"Allowance"** means a Retirement Allowance, Disability Allowance or Survivor Allowance payable under the Plan.

2.07 **"Alternate Payee"** means a person other than the Participant who is receiving a share of the Participant's Allowance pursuant to a Domestic Relations Order accepted by the Plan.

2.08 **"Authority"** means the Washington Metropolitan Area Transit Authority, and its predecessors, successors, lessees and assigns.

2.09 **"Appointment Date"** means the date of hire for an Employee whose first employment with the Authority is in the Maintenance and Construction or Administrative and Clerical seniority district or the day following completion of initial training for an Employee whose first employment with the Authority is in the Operating Employees seniority district.

2.10 **"Average Compensation"** means the average annual Compensation of a Participant over the four (4) calendar years (which do not have to be consecutive) that produce the highest average.

2.11 **"Beneficiary"** means the person or persons designated by the Participant in accordance with the provisions of Section 8.03 to receive any benefits payable upon or after the death of a Participant.

2.12 **"Benefit Commencement Date"** means the first day of the first period for which a Participant's Allowance is due to be paid.

2.13 **"Board of Directors"** means the Board of Directors of the Authority.

2.14 **"Collective Bargaining Agreement"** means the Agreement between the Authority and Local 689, as in effect from time to time. To the extent the provisions of the Collective Bargaining Agreement are referenced in the Plan, such referenced provisions are hereby incorporated in the Plan (and made a part thereof).

2.15 **"Committee"** means the Retirement Allowance Committee created under Article XI.

2.16 **"Compensation"** means:

(a) For all purposes other than Sections 4.07 and 4.08, the wages received by an Employee from the Authority during a Plan Year for personal services rendered (including overtime, spread penalty, longevity, attendance bonus, holiday premiums and shift differentials).

(b) For purposes of Sections 4.07 and 4.08, the base wages or salary received by an Employee from the Authority during a Plan Year for personal services rendered (excluding overtime, bonuses, premium pay and differentials).

(c) Notwithstanding the foregoing, Compensation:

(1) shall not include (i) contributions, credits, or benefits paid or accrued under this Plan or any other retirement plan, deferred compensation plan, welfare benefit plan or fringe benefit plan of the Authority; (ii) compensation or payments for unused vacation payable in connection with any termination of employment or payments for unused vacation made when an Employee commences a leave of absence (including payments under Section 115(h), (k) or (n) of the CBA); (iii) reimbursements for expenses, expense allowances or other special allowances granted to an Employee under the Collective Bargaining Agreement (such as allowances for tools or uniforms); or (iv) compensation paid to a Pensioned Part-Time Employee.

(2) shall include any amount which would otherwise be deemed Compensation under this Section but for the fact that it is deferred pursuant to a salary reduction agreement under any plan described in Section 125, 132(f), 457 or 414(h) of the Internal Revenue Code. Amounts under Section 125 of the Internal Revenue Code include any amounts not available to the Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Section 125 of the Internal Revenue Code only if the Authority or the Transit Employees' Health and Welfare Trust does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(d) In the case of (1) an Employee who is on a leave of absence without pay from the Authority to hold an office in the Union or its International Office, or a State or local AFL-CIO Central Body or (2) an Employee who is otherwise performing duties for the Union or its International Office, or a State or local AFL-CIO Central Body, any compensation paid by such entity to the Employee which would constitute Compensation if paid by the Authority shall be deemed to be Compensation paid by the Authority for purposes of this Plan, provided that the Union or its International Office reports such compensation to the Authority within ninety (90) days after the close of the Plan Year to which it relates. Such report shall include the Employee's name, social security number, and the amount of compensation (which would constitute Compensation if paid by the Authority) paid to such Employee by the Union or its International Office during such Plan Year.

(e) The annual Compensation of each Participant taken into account in determining benefit accruals for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(8) of the Internal Revenue Code. Annual Compensation means compensation during the plan year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual Compensation limit for determination periods beginning before January 1, 2002, shall be \$150,000 for any determination period beginning in 1996 or earlier, \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.

2.17 **"Continuous Service"** means employment with the Authority as an Employee continuously without a break in employment. Notwithstanding the forgoing, "Continuous Service" does not include service as a Pensioned Part-Time Employee. Except as otherwise provided in Article IV, a Participant's Continuous Service shall end on the date he or she ceases to be an Employee for any reason.

2.18 **"Disability Allowance"** means the benefit that a Participant who is an Employee becomes eligible pursuant to Article VI.

2.19 **"Disability Termination Date"** means the date on which a Participant terminates employment with the Authority on account of a Total and Permanent Disability.

2.20 **"Domestic Relations Order"** means any judgment, decree or order (including

approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant in the Plan, and is made pursuant to a State domestic relations law (including a community property law).

2.21 **"Early Retirement Date"** means the earliest date on which a Participant (while accruing Continuous Service under the Plan):

- (a) attains age fifty-five (55) and completes of fifteen (15) Years of Continuous Service; or
- (b) attains age fifty (50) and completes twenty (20) Years of Continuous Service.

2.22 **"Employee"** means:

- (a) Any employee of the Authority who is required by the terms of the Collective Bargaining Agreement or the Supplemental Agreement to be a member of the Union;
- (b) Any individual described in Section 2.22(a) who is on a leave of absence while holding office in or performing duties for the Union or its International Office, or a State or local AFL-CIO Central Body, and any employee who remains eligible to participate in the Plan while on a leave of absence pursuant to the provisions of the Letter of Understanding between the Authority and the Union dated June 15, 2006;
- (c) Any individual described in 2.22(a) with five (5) or more years of Continuous Service who transfers to a position with the Authority that is represented by another bargaining unit and who does not elect to withdraw from the Plan in accordance with Section 4.07(b); or
- (d) Any individual described in 2.22(a) who becomes a Non-Represented Employee and who does not elect to withdraw from the Plan in accordance with Section 4.08.

Except as specifically provided herein, an individual shall only be considered an Employee during the period he or she (1) is employed by the Authority in a position covered under the Collective Bargaining Agreement or the Supplemental Agreement; (2) is on a leave of absence while holding office in or performing duties for the Union or its International Office, or a State or local AFL-CIO Central Body; (3) elects to remain in the Plan in accordance with the provisions of Section 4.07(b) after transferring to a position with the Authority that is represented by another bargaining unit; or (4) elects to remain in the Plan in accordance with the provisions of Section 4.08 after becoming a Non-Represented Employee.

2.23 **"Employee Contributions"** means the mandatory contributions made by employees and picked up by the Authority pursuant to Section 11.03.

2.24 **"Full-Time Employee"** means an Employee who is classified as a full-time Employee under the Collective Bargaining Agreement.

2.25 **"Internal Revenue Code"** means the Internal Revenue Code of 1986, as amended. 2.25 **"Limitation Year"** means the Plan Year.

2.26 **"Long-Term Disability Policy"** means the Long-Term Disability Policy issued by Metropolitan Life Insurance Company, or any new, supplemental or replacement long-term disability policy issued to the Transit Employees' Health and Welfare Plan.

2.27 **"Non-Represented Employee"** means an employee of the Authority that is not included within a bargaining unit represented by Local 689 or any other union.

2.28 **"Normal Retirement Date"** means the earliest date on which a Participant:

- (a) attains age seventy (70);
- (b) attains age sixty-five (65) with at least ten (10) Years of Continuous Service;
- (c) completes twenty-seven (27) Years of Continuous Service (while accruing Continuous Service under the Plan); or
- (d) has attained Age and Continuous Service (when added together) that are equal to or greater than eighty-three (83) (while accruing Continuous Service under the Plan) Solely for purposes of Article VI, a Participant who is receiving a Disability Allowance shall be deemed to have reached his or her Normal Retirement Date on the earlier of (i) the date determined under Section 2.30(a), (b) or (c) above; or (ii) the date on which the Participant's attained Age and Continuous Service (when added together) are equal to eighty-three (83) (even though the Participant is not accruing Continuous Service at that time).

2.29 **"Occupational Disability"** means, in the case of the Disability Allowance, a Total and Permanent Disability due to an occupational accident or sickness arising out of and in the course of employment with the Authority. Further, solely for purposes of the Disability Allowance, a Participant shall be deemed to be Disabled on account of an Occupational Disability if, as the result of changes in the method of operation, or a change in equipment, such as, for example, the Authority's conversion from streetcar to bus operation, an operator is unable to obtain or qualify for another position with the Authority which pays no less than ninety-two percent (92%) of the top operators' rate (or in the case of a non-operating Participant who is unable to obtain or qualify for another position with the Authority which is not more than three (3) grades below the job classification then held by that Participant). No Participant who declines a job offer paying ninety-two percent (92%) or more of the job class from which the Participant was physically disqualified shall be considered to be Totally and Permanently Disabled for purposes of the Disability Allowance.

2.30 **"Part-Time Employee"** means an Employee who is classified as a part-time Employee pursuant to Section 220 of the Collective Bargaining Agreement.

2.31 **"Participant"** means an Employee who is currently accruing benefits under the Plan. Where appropriate to the context of the Plan, the term "Participant" also includes a former Employee who is no longer accruing benefits under the Plan (including an individual whose status as an Employee terminated prior to the Effective Date) but who remains entitled to receive an Allowance under the Plan.

2.32 **"Pensioned Part-Time Employee"** means a Part-Time Employee who is receiving an Allowance (other than a Survivor Allowance) from the Plan.

2.33 **"Plan"** means "The Transit Employees' Retirement Plan" as set forth herein, and

including any amendments hereto.

2.34 **"Plan Year"** means the twelve-month period ending on December 31.

2.35 **"Prior Plan"** means the Plan in effect immediately prior to the Effective Date.

2.36 **"Probationary Period"** means the probationary period under Section 108 of the Collective Bargaining Agreement.

2.37 **"Retirement" or "Retires"** means termination of employment on or after the Participant's Early or Normal Retirement Date.

2.38 **"Retirement Allowance"** means the benefit for which a Participant becomes eligible pursuant to Article V.

2.39 **"Spouse"** means the person legally married to the Employee on the relevant date.

2.40 **"Supplemental Agreement"** means the Supplemental Agreement between the Authority and Local 689, as in effect from time to time. To the extent the provisions of the Supplemental Agreement are referenced in the Plan, such provisions are hereby incorporated in the Plan (and made a part thereof).

2.41 **"Survivor Allowance"** means the benefit payable to a surviving Spouse or to the Participant's Beneficiary following the death of the Participant under the terms of the Plan.

2.42 **"Trust" or "Fund"** means the trust fund constituting all assets of whatsoever kind and nature from time to time held by the Trustee pursuant to the Trust Agreement without distinction as to income or principal.

2.43 **"Trust Agreement"** means the trust agreement dated December 1, 1996 by and between the Authority and the Trustee, together with any and all amendments or supplements thereto.

2.44 **"Trustee"** means SunTrust or such other Trustee jointly selected by the Authority and the Union to hold the assets of the Plan, or its or their successors.

2.45 **"Totally and Permanently Disabled," "Total and Permanent Disability," "Disability" or "Disabled"** means the total and permanent disability of a Participant while an Employee, based on proof satisfactory to the Committee. A Participant shall be considered permanently and totally disabled if, based on medical evidence, the Participant has become totally disabled by reason of bodily injury or physical or mental disease to the extent that the Participant is prevented from performing the duties of the Participant's regular employment with the Authority.

2.46 **"Union" or "Local 689"** means Local 689 of the Amalgamated Transit Union AFL-CIO and its successors.

2.47 **"Years of Continuous Service"** means the number of complete months of Continuous Service divided by twelve (12).

**ARTICLE III
PARTICIPATION IN THE PLAN**

3.01 Commencement of Plan Participation.

(a) **Employees Covered by Collective Bargaining Agreement.** An Employee whose employment is subject to, and governed by, the Collective Bargaining Agreement shall become a Participant in the Plan on the day following the completion of his or her Probationary Period.

(b) **Employees Covered by Supplemental Agreement.** An Employee whose employment is subject to, and governed by, the Supplemental Agreement shall become a Participant in the Plan on the day following the completion of one (1) Year of Continuous Service.

(c) **Employees Covered by Supplemental Agreement who Become Subject to Collective Bargaining Agreement.** An Employee whose employment is subject to, and governed by, the Supplemental Agreement but who transfers to a position that is subject to, and governed by, the Collective Bargaining Agreement before he or she completes one (1) year of Continuous Service shall become a Participant in the Plan on the later of (1) the day following the completion of his or her Probationary Period or (2) the day he or she commences employment in a position covered by the Collective Bargaining Agreement.

3.02 Termination of Benefit Accrual. A Participant shall cease to accrue benefits under the Plan on the earlier of the date the Participant (a) ceases to be an Employee for any reason (including resignation, discharge, death, Disability or Retirement), (b) becomes a Pensioned Part-Time Employee, (c) is removed from the Plan in accordance with Section 4.07(a), or (d) elects to withdraw from the Plan in accordance with the provisions of Section 4.07(b) or 4.08. The extent to which a Participant who ceases to accrue benefits under the Plan is entitled to credit for Continuous Service completed after such date shall be determined in accordance with the provisions of Article IV.

3.03 Resumption of Benefit Accrual.

(a) If a Participant ceases to accrue benefits under the Plan in accordance with Section 3.02 and the individual subsequently becomes an Employee without experiencing a break in Continuous Service, such individual shall resume benefit accruals under the Plan on the date the individual subsequently becomes an Employee. Notwithstanding the forgoing, an Employee who returns as a Pensioned Part-Time Employee shall not resume benefit accruals under the Plan.

(b) If a Participant ceases to accrue benefits under the Plan in accordance with Section 3.02 and the individual subsequently becomes an Employee after experiencing a break in Continuous Service, such individual shall be required to satisfy the eligibility requirements contained in Section 3.01 before resuming benefit accruals under the Plan. In addition, unless the pre and post-break Continuous Service is bridged in accordance with the provisions of Section 4.04, the individual's pre and post-break periods of Continuous Service will be treated as separate periods of employment and separate periods of Continuous Service for all purposes of the Plan.

3.04 Transfer to Non-Represented Position. If an Employee becomes a Non-Represented Employee, the Employee shall continue to accrue benefits under the Plan, unless and until such Participant withdraws from the Plan in accordance with the provisions of Section 4.08.

3.05 Transfer to Another Bargaining Unit. If a Participant ceases to be an Employee because he or she becomes employed by the Authority in a position that is within a bargaining unit represented by another union, then the determination of whether such Participant ceases to accrue benefits under the Plan upon transferring to another bargaining unit shall be made in accordance with Section 4.07.

ARTICLE IV CREDITING SERVICE

4.01 Calculation of Continuous Service. The following provisions shall apply in calculating a Participant's Continuous Service:

(a) Except as otherwise provided in this Article IV, an Employee's period of Continuous Service shall begin on his Appointment Date and shall end on the earlier of (1) the date of the Employee's resignation or discharge, (2) the date on which an Employee incurs a break in Continuous Service; (3) the expiration of a period of absence described in Section 4.01(f)(1), (2), (3) and (5) without a return to active employment, (4) the date an Employee ceases to be an Employee (even though he or she may continue to be employed by the Authority), or (5) such earlier date as may be specified by this Article IV.

(b) Only complete months of Continuous Service shall be taken into account.

(c) Except as provided otherwise in this Section 4.01, the end of a period of Continuous Service shall constitute a break in Continuous Service.

(d) Except as provided in Section 4.04, separate periods of Continuous Service (i.e., Continuous Service separated by a break) will be treated separately for all purposes of the Plan. Separate periods of Continuous Service may not be aggregated for any purpose (including the determination of whether a Participant met the ten (10) year Continuous Service requirement for an Retirement Allowance under Section 5.03, has reached his or her Early or Normal Retirement Date or is eligible for a Disability Allowance under Article VI).

(e) Employment with the Authority as a Pensioned Part-Time Employee shall not constitute Continuous Service for any purpose under the Plan.

(f) The following periods of absence shall be treated as Continuous Service:

(1) A period of absence, while remaining an Employee, due to sickness or injury arising out of and in the course of employment with the Authority; provided, however, that credit for Continuous Service will cease (and a break in Continuous Service shall occur) on the earlier of the date of: (i) the Employee's resignation or discharge; (ii) the commencement of a Disability Allowance to the Employee under Article VI of the Plan; (iii) three years after the commencement of disability benefits to the Employee under the Long-Term Disability Policy; or (iv) the commencement of long-term disability benefits under any other (non-Local 689) long-term disability plan maintained by the

Authority.

(2) A period of absence, while remaining an Employee, due to sickness or injury not arising out of and in the course of employment with the Authority; provided, however, that credit for Continuous Service will cease (and a break in Continuous Service shall occur) on the earlier of the date of: (i) the Employee's resignation or discharge; (ii) the commencement of a Disability Allowance to the Employee under Article VI of the Plan; or (iii); or (iv) three (3) years from the date the period of absence commenced.

(3) The period covering a leave of absence while holding office in or performing duties for the Union or its International Office, or a State or local AFL-CIO Central Body;

(4) In the case of an Employee described in Section 2.22(a) who was discharged by the Authority and who is reinstated pursuant to the Collective Bargaining Agreement through agreement of the Authority and the Union or by judgment of a Board of Arbitration, the period between discharge and reinstatement; and

(5) Periods during which no services were rendered because of strikes or lock-outs.

(6) In the case of an Employee described in Section 2.22(a), who is temporarily laid-off, the period between the date of termination due to a temporary lay-off and the date of recall; provided that the Employee immediately returns to active employment with the Authority upon being re-called. If an Employee who is terminated due to a temporary lay-off fails to return to work upon being re-called to employment, the Employee shall be deemed to have terminated employment with the Authority on the original date of termination and the Employee shall be deemed to have incurred a break in Continuous Service as of the original date of termination.

(g) If an Employee becomes a Non-Represented Employee or ceases to be an Employee because he or she becomes a member of another bargaining unit, the calculation of the Employee's Continuous Service shall be subject to the provisions of Section 4.07 and 4.08. If such individual subsequently returns to a position as an Employee, the provisions of Section 4.04 shall apply and the provisions of Section 4.07 and 4.08 shall not apply.

(h) In no event shall an employee receive credit for more than one (1) month of Continuous Service during any calendar month or for more than one (1) year during any twelve (12) month period.

4.02 Years of Continuous Service for Eligibility and Vesting Purposes. A Participant shall receive credit for all Years of Continuous Service (regardless of the number of hours worked) in determining whether the Employee (1) has met the eligibility requirements to participate in the Plan, (2) has met the eligibility requirements to receive a Disability Allowance (3) has reached his or her Normal or Early Retirement Date and (4) has met the ten (10) year Continuous Service requirement for an Retirement Allowance under Section 5.03 of the Plan.

4.03 **Years of Continuous Service for Benefit Purposes.**

(a) A Participant who is a Full-Time Employee shall receive credit for all Years of Continuous Service in determining the amount of any Allowance under the Plan.

(b) A Participant who is a Part-Time Employee (other than a Pensioned Part-Time Employee) or an Employee whose employment is subject to, and governed by, the Supplemental Agreement shall be credited with Continuous Service for purposes of determining the amount of the Participant's Allowance under the Plan as follows:

(1) A Participant who is a Part-Time Employee (other than a Pensioned Part-Time Employee) shall be credited with Continuous Service completed as a Part-Time Employee on or after July 1, 1983.

(2) The amount of Continuous Service credited to a Participant in any one (1) year shall be the actual hours for which the Employee is paid for such year, divided by two thousand eighty (2,080) hours (but in no event shall the Participant receive credit for more than one Year of Continuous Service for any one (1) year).

(c) In the case of a Participant who Retires on or after his or her Early Retirement Date, the amount of the Participant's unused accrued sick leave as of the date of Retirement shall be included in the number of Years of Continuous Service used to calculate the Participant's Retirement Allowance (but not for any other purpose under the Plan).

4.04 Interrupted Service. If an Employee described in Section 2.22(a) or (b) incurs a break in Continuous Service, and subsequently resumes employment with the Authority as an Employee, the following provisions shall apply:

(a) Unless the re-hired Employee has been continuously employed by the Authority in a position other than as an Employee since the date of his or her break in Continuous Service, or unless the break was attributable solely to a Disability, then the Employee's pre and post-break periods of Continuous Service will be treated as separate periods of employment (and separate periods of Continuous Service) for all purposes of the Plan. Once the Employee completes five (5) years of Continuous Service following resumption of employment with the Authority as an Employee, the period of Continuous Service completed subsequent to the Employee's date of re-hire and the prior period of Continuous Service will be added together and treated as a single period of Continuous Service. However, if the Employee does not complete five (5) years of Continuous Service following resumption of employment with the Authority as an Employee, the Employee will be treated as a new Employee as of his or her date of rehire for all purposes of the Plan and the Employee's pre and post-break periods of Continuous Service will be treated as separate periods of employment and separate periods of Continuous Service for all purposes of the Plan (including, without limitation, in calculating the amount of any Allowance and in determining whether the Employee (1) has met the eligibility requirements to participate in the Plan, (2) has met the eligibility requirements to receive a Disability Allowance, (3) has reached his or her Normal or Early Retirement Date and (4) has met the ten (10) year Continuous Service requirement for an Retirement Allowance under Section 5.03 of the Plan). This provision shall only apply to Employees whose five (5) years of Continuous Service following re-hire is completed on or after May 1, 1998.

(b) If the Employee has been continuously employed by the Authority (in a capacity other than as an Employee) since the date of his or her break in Continuous

Service, then the period of Continuous Service completed subsequent to the date the individual resumes his or her status as an Employee will be added together and treated as a single period of Continuous Service employment with the Authority. In addition, the individual's employment with the Authority in a capacity other than as an Employee shall be treated as employment completed while an Employee for (1) purposes of determining whether the Participant has met the ten (10) year Continuous Service requirement for an Retirement Allowance under Section 5.03, (2) has met the eligibility requirements to receive a Disability Allowance, and (3) has reached his or her Normal or Early Retirement Date (but not any other purpose, including, without limitation, for determining whether the Participant has met the eligibility requirements to participate in the Plan, for determining the amount of an Allowance, or for determining entitlement to any minimum Allowance).

(c) If the break was attributable solely to a Disability, then the period of Continuous Service completed subsequent to the Employee's return from the Disability and the period of Continuous Service prior to the date of the Employee's Disability will be added together and treated as a single period of Continuous Service for all purposes of the Plan.

4.05 Military Service. Effective as of December 12, 1994, and notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credits with respect to qualified military service will be provided to the extent required by Section 414(u) of the Internal Revenue Code.

4.06 Transfer to Local 689 Bargaining Unit Position. If an individual who is employed by the Authority becomes an Employee, employment with the Authority prior to the date the individual became an Employee shall be treated as employment completed while an Employee for (1) purposes of determining whether the Participant has met the ten (10) year Continuous Service requirement for an Retirement Allowance under Section 5.03, (2) has met the eligibility requirements to receive a Disability Allowance, and (3) has reached his or her Normal or Early Retirement Date (but not any other purpose, including, without limitation, for determining whether the Participant has met the eligibility requirements to participate in the Plan, for determining the amount of an Allowance, or for determining entitlement to any minimum Allowance). For purposes of determining whether the Participant has met the eligibility requirements to participate in the Plan and in determining the Participant's Accrued Benefit, the Participant shall be treated as having commenced employment with the Authority as of the date the Participant becomes an Employee. This provision shall not apply to an individual who was previously employed by the Authority as an Employee. The extent to which such individual is entitled to credit for employment with the Authority prior to the date the individual resumes employment as an Employee shall be determined in accordance with the provisions of Section 4.04.

4.07 Transfer to Another Bargaining Unit. If an Employee transfers to a position with the Authority that is represented by another bargaining unit, the following provisions shall apply:

(a) If the Employee has less than five (5) years of Continuous Service (determined at the time of the transfer), the Employee's participation in this Plan shall cease as of the date the Employee transfers to a position that is represented by another bargaining unit. In calculating the amount of any Allowance with respect to the Employee:

(1) Only Years of Continuous Service completed prior to the date of transfer shall be taken into account (i.e., for purposes of determining any Allowance or for determining entitlement to any minimum Allowance, Continuous Service completed on or after the transfer date shall not be taken into account).

(2) The Employee shall continue to receive credit for Continuous Service completed after the date of transfer for (i) purposes of determining whether the Employee has met the ten (10) year Continuous Service requirement for an Retirement Allowance under Section 5.03, and (ii) has reached his or her Normal or Early Retirement Date (but not any other purpose).

(3) "Compensation" received by the Employee from the Authority following the transfer date shall be taken into account in calculating the Average Compensation applied to the Employee's pre-transfer Years of Continuous Service.

(b) If the Employee has five (5) or more years of Continuous Service (determined at the time of the transfer), and the retirement plan covering employees represented by such bargaining unit does not require that the Employee become a member of such retirement plan, then such Employee may elect to remain a Participant in this Plan or withdraw from this Plan for the purpose of participating in a Authority sponsored retirement plan covering employees represented by such bargaining unit. Such election must be made within ninety (90) days of the effective date of the Employee's transfer to a position represented by such other bargaining unit. If the Employee makes such election within such ninety (90) day period, the Employee shall be deemed to have withdrawn from the Plan and will cease to accrue benefits effective as of the date he/she becomes covered by another Authority sponsored retirement plan (but not later than the first day of the month following the end of the 90-day election period contained in this Section 4.07(b)). In the event the Employee fails to make an election within such ninety (90) day period, the Employee shall be deemed to have irrevocably elected to remain in the Plan. If the Employee becomes a participant in an Authority sponsored retirement plan covering employees represented by such bargaining unit (other than solely for the purpose of making elective (pre-tax) employee contributions) or the Employee affirmatively elects to withdraw from this Plan within the aforementioned ninety (90) day period, then the Employee's participation in this Plan shall cease as of the date of such withdrawal. In calculating the amount of any Allowance with respect to an Employee who has withdrawn (or who is deemed to have withdrawn) from the Plan:

(1) Only Years of Continuous Service completed prior to the date of withdrawal shall be taken into account (i.e., for purposes of determining any Allowance or for determining entitlement to any minimum Allowance, Continuous Service completed on or after the date the Employee withdraws from the Plan shall not be taken into account).

(2) The Employee shall continue to receive credit for Continuous Service completed after the date of withdrawal for (i) purposes of determining whether the Employee has met the ten (10) year Continuous Service requirement for an Retirement Allowance under Section 5.03, and (ii) has reached his or her Normal or Early Retirement Date (but not any other purpose).

(3) "Compensation" received by the Employee from the Authority following the date of withdrawal from the Plan shall be taken into account in calculating the Average Compensation applied to the Employee's pre-withdrawal Years of Continuous Service.

4.08 Transfer to Authority Plan For Non-Represented Employees. If an Employee becomes a Non-Represented Employee, such Employee may withdraw from the Plan for the purpose of participating in such other plan sponsored by the Authority as may be provided for Non-Represented

Employees. A request for withdrawal must be made within one (1) year of the date the Employee becomes a Non-Represented Employee and the Authority must consent to such withdrawal (which consent will not be unreasonably withheld). In the event the Employee elects to withdraw from this Plan, the Employee's participation in this Plan shall cease as of the date such withdrawal is approved by the Authority. In calculating the amount of any Allowance with respect to the Employee:

- (a) Only Years of Continuous Service completed prior to the date of withdrawal shall be taken into account (i.e., for purposes of determining any Allowance or for determining entitlement to any minimum Allowance, Continuous Service completed on or after the date the Employee withdraws from the Plan shall not be taken into account).
- (b) The Employee shall continue to receive credit for Continuous Service completed after the date of withdrawal for (i) purposes of determining whether the Participant has met the ten (10) year Continuous Service requirement for a Retirement Allowance under Section 5.03, and (ii) has reached his or her Normal or Early Retirement Date (but not any other purpose).
- (c) "Compensation" received by the Employee from the Authority following the date of withdrawal from the Plan shall be taken into account in calculating the Average Compensation applied to the Employee's pre-withdrawal Years of Continuous Service.

4.09 Transfer From Another Authority Plan. If an Employee who withdrew from the Plan pursuant to Section 4.08 later returns to a position covered by the Collective Bargaining Agreement, then the following provisions shall apply:

- (a) For purposes of determining whether the Participant (1) has met the eligibility requirements to participate in the Plan, (2) has met the ten (10) year Continuous Service requirement for an Retirement Allowance under Section 5.03, (3) has met the eligibility requirements to receive a Disability Allowance, and (4) has reached his or her Normal or Early Retirement Date (but not any other purpose, including, without limitation, for determining the amount of an Allowance or for determining entitlement to any minimum Allowance), the Employee will be credited with the Employee's full period of Continuous Service (as if the Employee had always been employed in a position covered by the Collective Bargaining Agreement).
- (b) For purposes of determining the Participant's Accrued Benefit, the Participant shall be treated as (1) having terminated his or her status as an Employee on the date the Participant withdrew from the Plan pursuant to Section 4.08 and (2) re-commencing employment with the Authority as of the date the Participant resumes his or her status as an Employee; provided, however, that notwithstanding the provisions of Section 4.04, the period of Continuous Service completed subsequent to the Employee's return to a position covered by the Collective Bargaining Agreement and the period of Continuous Service prior to the date of the Employee withdrew from the Plan will be added together and treated as a single period of Continuous Service for all purposes of the Plan.

ARTICLE V RETIREMENT ALLOWANCE

5.01 Normal Retirement. A Participant who elects to Retire on or after reaching his or her Normal Retirement Date shall receive a monthly Retirement Allowance, payable in the form of a straight-life annuity for the life of the Participant commencing on the first day of the month coincident with or next following the Participant's date of Retirement, equal to 1/12th of the

following amount:

1.85% of Average Compensation times the number of Years of Continuous Service up to 27 (or fraction thereof based on completed months) at Retirement, plus

For participants whose benefits commence on or after July 1, 2006, 1.95% of Average Compensation times the number of Years of Continuous Service in excess of 27 (or fraction thereof based on completed months) at Retirement.

Notwithstanding the benefit resulting from the application of the above formula, the minimum monthly Retirement Allowance under this Plan, payable to any Participant who is an Employee and who Retires on or after his or her Normal Retirement Date shall be six hundred dollars (\$600). The minimum Retirement Allowance is only applicable to a Participant who is an Employee on the date he or she Retires and who actually Retires on or after his or her Normal Retirement Date. In addition, in determining whether a Participant is entitled to the minimum Retirement Allowance because the Participant has reached his or her Normal Retirement Date, only years of Continuous Service completed as an Employee shall be taken into account (i.e., years of Continuous Service credited pursuant to Article IV in a capacity other than as an Employee shall be ignored). The minimum Retirement Allowance does not apply to (and is not relevant for calculating) the Retirement Allowance payable under Section 5.02 or 5.03. The six hundred dollar (\$600) minimum Retirement Allowance shall be pro-rated for Part-Time Employees (based on the average annual number of hours of service completed during the period used to compute the Participant's Average Compensation over the number of hours normally worked by a Full-Time Employee during such period (i.e., two thousand eighty (2,080) per year).

In lieu of receiving a Retirement Allowance in the form of a straight-life annuity, a Participant can elect to receive his or her Retirement Allowance in any of the optional forms permitted under Article VIII (in which case the option selected by the Participant shall be the Actuarial Equivalent of a Retirement Allowance in the form of a straight-life annuity commencing on the first day of the month following the Participant's Retirement).

Each Participant who Retires on or after his or her Normal Retirement Date, or who ceases employment with the Authority as an Employee on or after his Normal Retirement Date, shall be fully (100%) vested in his or her Accrued Benefit. A Participant who elects to continue employment with the Authority after reaching his or her Normal Retirement Date (other than as a Pensioned Part-Time Employee) shall not be entitled to receive a Retirement Allowance until he or she actually Retires.

5.02 Early Retirement.

(a) A Participant who Retires on or after reaching his or her Early Retirement Date shall be entitled to receive, commencing on the first day of the month following the Participant's Normal Retirement Date, a monthly Retirement Allowance equal to his or her Accrued Benefit, determined as of his or her Early Retirement Date.

A Participant who Retires on or after reaching his or her Early Retirement Date may elect to commence the payment of his or her Retirement Allowance as of the first day of any month coincident with or next following his or her Early Retirement Date and prior to his or her Normal Retirement Date. If a Participant who Retires on or after reaching his or her Early Retirement Date elects to have the Retirement Allowance commence prior to his or her Normal Retirement Date, the amount of the Participant's

Retirement Allowance shall be Actuarially Reduced (in order to reflect early commencement of payments).

5.03 Vested Deferred Allowance If a Participant does not complete ten (10) years of Continuous Service, the Participant shall not be entitled to a Retirement Allowance under this Plan. A Participant whose status as an Employee terminates for any reason (other than death) prior to his or her Early or Normal Retirement Date, but after completing ten (10) years of Continuous Service, shall be entitled to receive, commencing on his or her Normal Retirement Date, a Retirement Allowance equal to the Participant's Accrued Benefit, determined as of the date of the Participant's status as an Employee terminated. A Participant whose status as an Employee terminates for any reason (other than death) prior to his or her Early or Normal Retirement Date, but after completing at least fifteen (15) but less than twenty (20) years of Continuous Service, may elect to have his or her Retirement Allowance commence at any time on or after attainment of age fifty-five (55). A Participant whose status as an Employee terminates for any reason (other than death) prior to his or her Early or Normal Retirement Date, but after completing at least twenty (20) years of Continuous Service, may elect to have his or her Retirement Allowance commence at any time on or after attainment of age fifty (50). If the Participant elects to commence his or her Retirement Allowance prior to his or her Normal Retirement Date, the Retirement Allowance payable to the Participant shall be Actuarially Reduced in order to reflect such early commencement of payments.

5.04 Suspension of Benefits Upon Resumption of Employment.

(a) Payment of a Retirement Allowance to a Participant who resumes employment with the Authority shall, except as otherwise provided below, be suspended until the Participant's subsequent Retirement or death. The Retirement Allowance of a Participant who returns to work for the Authority as a Pensioned Part-Time Employee shall not be suspended during any period of part-time employment by the Authority and such part-time employment shall not constitute Continuous Service for any purpose.

(b) If the Retirement Allowance paid to a Participant is suspended under Section 5.04(a) above, the Participant's Continuous Service prior to the commencement of the Retirement Allowance will be restored for the purposes of determining eligibility and for the amount of any Retirement Allowance for which the Participant may subsequently become eligible. However, the Participant's future Retirement Allowance shall be Actuarially Reduced or offset, if and as necessary, to avoid duplication of any Retirement Allowance previously paid to the Participant.

**ARTICLE VI
DISABILITY ALLOWANCE**

6.01 Eligibility for Disability Allowance. If a Participant who is an Employee becomes Totally and Permanently Disabled prior to his or her Normal Retirement Date (and while an Employee), he or she shall be entitled to receive a Disability Allowance in accordance with, and subject to, the terms and conditions of this Article VI. A Disability Allowance shall be in lieu of any Retirement Allowance (i.e., a Participant receiving a Disability Allowance shall not be entitled to receive a Retirement Allowance). A Participant whose employment is subject to, and governed by, the Supplemental Agreement shall be eligible for a Disability Allowance.

6.02 Disability Allowance.

(a) A Participant (1) who is an Employee, (2) who is not eligible for (or who ceases to

be eligible for) a benefit under the Long-Term Disability Policy, (3) who has completed at least ten (10) Years of Continuous Service when he or she first becomes Disabled, and (4) who becomes Totally and Permanently Disabled prior to his or her Normal Retirement Date due to an illness or injury sustained while an Employee, shall be entitled to receive a Disability Allowance in accordance with, and subject to, the terms and conditions of this Section 6.03. If the Participant becomes disabled due to an Occupational Disability, the Participant shall be required to have only five (5) years of Continuous Service when he or she first becomes Disabled instead of the ten (10) years required in the preceding sentence. Notwithstanding the foregoing, an employee who is Disabled (and otherwise entitled to receive a Disability Allowance) may apply for and receive a Disability Allowance during the elimination period under the Long-Term Disability Policy. Further, an employee who is eligible for a benefit under the Long-Term Disability Policy (and who would be eligible for a Disability Allowance but for the provisions of Section 6.03(a)(2)), may elect to receive a Disability Allowance in lieu of a regular, i.e., other than the minimum benefit under the Long-Term Disability Policy.

(b) The amount of the annual Disability Allowance shall be a monthly Allowance calculated in the same manner as provided in Section 5.01 for a Retirement Allowance (but based upon the Participant's Continuous Service and Average Compensation on his or her Disability Termination Date). Notwithstanding the foregoing, the minimum monthly Disability Allowance payable to a Participant who has completed the requisite five (5) or ten (10) years of Continuous Service as an Employee (i.e., ignoring, for this purpose any years of Continuous Service credited pursuant to Article IV in a capacity other than as an Employee) shall be six hundred dollars (\$600.00).

(c) The Disability Allowance computed in accordance with Section 6.03(b) shall be reduced by fifty percent (50%) of the amount of income earned from any occupation or employment engaged in by an Employee who receives a Disability Allowance to the extent such income exceeds forty percent (40%) of the average monthly Compensation the Employee had during the twelve (12) months immediately preceding the Employee's Disability Termination Date. On the first anniversary of the effective date of the Employee's Disability Termination Date, and every six (6) months thereafter, each Employee who receives a Disability Allowance under this Plan shall report in writing to the Committee the amount of earnings from employment (including self-employment). Absent reasonable cause, the failure of a Participant receiving a Disability Allowance to report income earned from any occupation or employment to the Committee in accordance with this provision shall constitute sufficient reason for the Committee to discontinue or reduce the Disability Allowance.

(d) The Disability Allowance shall be paid monthly during the period that the Participant remains Permanently and Totally Disabled. A Participant may not elect any optional forms of payment with respect to the Disability Allowance. However, a Participant's surviving Spouse will be entitled to a Survivor Allowance in accordance with, and subject to, the provisions of Section 6.05 if the Participant dies prior to his or her Normal Retirement Date.

(e) The Disability Allowance shall commence on the first day of the calendar month, or as soon thereafter as administratively feasible, following the later of (1) the Participant's Disability Termination Date, (2) the certification of the Participant's Total and Permanent Disability by the Committee and (3) the termination or exhaustion of all direct money benefits to which the Employee is entitled under any sick leave, health and welfare, and any group sickness and accident insurance plans negotiated under the Collective Bargaining Agreement. The Disability Allowance shall continue until the first of the month

in which the Participant dies, ceases to be Permanent and Totally Disabled, reaches his or her Normal Retirement Date or has his or her Disability Retirement Allowance cancelled as provided for in Section 6.03(g).

(f) Notwithstanding any other term of this Plan, a Participant shall not be eligible for a Disability Allowance if any of the following events occur:

- (1) The Participant is currently receiving a Retirement Allowance from this Plan;
- (2) The Participant becomes Permanently and Totally Disabled after reaching his or her Normal Retirement Date;
- (3) The Participant suffers a disability as a result of injuries or disease incurred during service in the Armed Forces of the United States, any other sovereign nation, or the National Guard of any State of the United States;
- (4) The Participant suffers a disability as a result of injuries or disease incurred during employment other than with the Authority; or

(g) The Participant suffers a disability as a result of injuries or disease incurred during a leave of absence (unless the Participant is on a leave of absence while holding office in or performing duties for the Union or its International Office, or a State or local AFL-CIO Central Body). A Participant's Disability Retirement Allowance shall be cancelled if:

- (1) The Participant does not cooperate in any investigation concerning his or her disability being conducted by the Committee or any agent of the Committee, including physicians selected by the Committee;
- (2) The Committee determines that such Allowance should be cancelled or reduced because the Participant failed to report income earned from any occupation or employment to the Committee in accordance with Section 6.03(c).
- (3) The Participant does not accept work when offered a job by the Authority in a job classification last held by the Participant and for which, in the opinion of a physician selected by the Committee, the Participant is able to perform the duties; or
- (4) The Participant has performed work which, for any period of not less than six (6) months, paid not less than the earnings which would have accrued to the Participant in the job classification last held by the Participant with the Authority.

6.03 Eligibility for Retirement Allowance. If a Participant whose Disability Allowance ends is eligible for a Retirement Allowance, such Participant shall be entitled to receive his or her Retirement Allowance in accordance with, and subject to, the provisions of Article V.

6.04 Eligibility for Survivor Allowance. If a Participant who is receiving a Disability Allowance dies prior to reaching his or her Normal Retirement Date, the Participant's surviving Spouse shall be eligible for a Survivor Allowance in accordance with Article VII (and subject to the provisions of Section 7.03(a)).

ARTICLE VII SURVIVOR ALLOWANCE

7.01 **Types.** Except for the Survivor Allowance payable under Section 7.02 and 7.03, not Survivor Allowance or other amount is payable under this Plan in the event of the death of a Participant.

7.02 **Survivor Allowance Payable After Benefit Commencement.** If a Participant dies after his or her Benefit Commencement Date, no Survivor Allowance or other amount shall be payable to the Participant's Beneficiary unless the form in which the Participant's Retirement Allowance was payable at the time of the Participant's death provided for such payments.

7.03 Pre-Retirement Surviving Spouse Allowance.

(a) If all of the following conditions are met on the date of the Participant's death, then the surviving Spouse of a deceased Participant shall be entitled to receive a pre-retirement Survivor Allowance:

- (1) The Participant is legally married to the Spouse;
- (2) The Participant is an Employee;
- (3) The Participant has completed fifteen (15) Years of Continuous Service; and
- (4) The Participant has not reached his or her Benefit Commencement Date.

(b) The pre-retirement Survivor Allowance payable to a surviving Spouse of a Participant who dies after completing fifteen (15) Years of Continuous Service shall be a monthly Allowance commencing on the first day of the month next following the later of the Participant's death or what would have been the Participant's Normal Retirement Date and continuing for the remainder of the Spouse's life, in an amount equal to the amount the Spouse would have received under joint and survivor option described in Article VIII (with the Participant's Spouse as the Beneficiary and a 50% Survivor Allowance, and subject to any required Actuarial Reduction) had the Participant terminated employment with the Authority on the day before the date of his or her death and died one day later. Notwithstanding the foregoing, if a Participant has retired (but has not yet reached his or her Benefit Commencement Date) and has filed a benefit election with the Committee that provides for a Joint and 75% Survivor Option, with the Participant's surviving Spouse as the contingent annuitant, then the Participant's surviving Spouse shall receive a 75% Survivor Allowance instead a 50% Survivor Allowance.

(c) The surviving Spouse may elect to:

- (1) Commence the Survivor Allowance under this Section 7.03 as of the first day of any month coincident with or next following the date of the Participant's death, in which case the Allowance shall be Actuarially Reduced in order to reflect such early commencement of the Survivor Allowance, or
- (2) Commence the Survivor Allowance as of any date prior to what would have been the Participant's Normal Retirement Date (within the limits set forth in Section 10.07, in which case the Allowance shall be computed as if the Participant (i) terminated employment with the Authority on the date of his or her death, (ii) survived until the commencement date elected by the surviving Spouse, (iii) elected to commence benefits on such date under joint and

survivor option described in Article VIII (with the Participant's Spouse as the Beneficiary and a 50% Survivor Allowance and subject to any required Actuarial Reduction), and (iv) died one day later.

ARTICLE VIII OPTIONAL FORMS OF RETIREMENT ALLOWANCES

8.01 **Availability of Optional Forms of Retirement Allowances.** In lieu of receiving a Retirement Allowance in the form of a straight life annuity, the Participant may, pursuant to the election procedures established by the Committee, elect to receive a Retirement Allowance under any of the optional forms listed in Section 8.02, each of which shall be the Actuarial Equivalent of the straight life annuity provided under Article V. An optional form of payment may not be elected with respect to a Disability Allowance under Article VI or a Survivor Allowance under Article VII.

8.02 **Optional Forms of Retirement Allowances.** Subject to the limitations imposed by Section 10.06, in lieu of a straight life annuity, a Participant may elect to have his or her Retirement Allowance paid *in* one or more of the following forms (each which shall be the Actuarial Equivalent of a straight life annuity):

(a) **Joint and Survivor Option.** A Participant may elect to receive a reduced monthly Retirement Allowance payable during the Participant's life and continuing after his or her death at a 75% or 50% rate (according to the election of the Participant) to the Participant's surviving Beneficiary for the remainder of such Beneficiary's *life*. If the Participant's Beneficiary dies before the Participant's Benefit Commencement Date, the election of a joint and survivor option shall thereupon become void. If the Participant's Beneficiary dies after the Participant's Benefit Commencement Date, but before the date of the Participant's death, the Retirement Allowance payable to the Participant following the Beneficiary's death shall be increased prospectively (following the date of death) to the amount the Participant would have received if the Participant had elected a life annuity instead of the Joint and Survivor Option. The application of this provision shall not result in a further actuarial reduction in the Participant's Retirement Allowance.

(b) **Guaranteed Period Option.** A Participant may elect to receive a reduced monthly Retirement Allowance, payable during the Participant's life and guaranteed to continue to the Participant or the Participant's designated Beneficiary for a period certain of ten (10) years after the commencement of the Retirement Allowance to the Participant, regardless of whether the Participant survives such period certain. If the Participant's Beneficiary dies before the Participant, the Participant shall have the right to designate another Beneficiary. If the Participant's Beneficiary dies after the Participant and after the retirement Allowance has commenced, benefits for the remainder of the period certain will be continued to the estate of the Beneficiary, unless the Participant shall have designated another Beneficiary to receive such benefits.

(c) **Life Annuity With Cash Refund Option.** A Participant may elect to receive a reduced monthly Retirement Allowance payable during the life of the Participant and, upon the Participant's death, any excess of the original present value of the Participant's Retirement Allowance on the Participant's Benefit Commencement Date, computed on the basis of the actuarial

assumptions used to calculate alternative forms of benefits, over the retirement income payments actually received by the Participant before his or her death, will be paid to the Participant's designated Beneficiary in a single lump sum. If the Participant's Beneficiary dies before the Participant, the Participant shall have the right to designate another Beneficiary.

(d) **Level Income Option.** A Participant may elect to receive a reduced monthly Retirement Allowance payable in a greater amount prior to age 65 and a correspondingly reduced amount, actuarially determined, after age 65, such that the total Allowance (including both the adjusted Allowance payable under the Plan and the estimated Social Security benefit (as obtained by the Participant from the Social Security Administration or as determined by the Committee)) to which the Participant shall be entitled at age 65 shall be as nearly uniform as possible, both before and after commencement of Social Security benefits.

8.03 Designation of Beneficiary. A Participant who elects an optional form of Retirement Allowance under this Article shall designate, in writing, in such form as the Committee shall prescribe, the Beneficiary at the time that the Participant makes application for retirement. Such designation shall be delivered to the Committee, and shall be effective when received by the Committee. The Committee shall keep a record of all such designations. The Participant shall have the right to change a Beneficiary designation under the Guaranteed Payment Option or Life Annuity With Cash Refund Option by notice in writing to the Committee. Such change of Beneficiary shall become effective upon its receipt by the Committee. Any such change shall be deemed to revoke all prior designations. If a Participant shall fail to validly designate a Beneficiary under the Guaranteed Payment Option or Life Annuity With Cash Refund Option or if no designated Beneficiary survives the Participant, amounts payable after the Participant's death, if any, shall be paid to the person or persons in the first of the following classes of successive preference beneficiaries surviving at the death of the Participant: the Participant's (1) Spouse, (2) lineal descendants, per stirpes, (3) parents, (4) estate. The Committee shall decide which beneficiaries, if any, shall have been validly designated and the Committee's decision shall be binding and conclusive on all persons.

8.04 Changes to Election of Optional Retirement Allowance. Once a Retirement Allowance has commenced, the form of the Retirement Allowance cannot be changed. If a Participant's election of an optional form of Retirement Allowance has been filed with the Committee, but payments have not yet commenced, the Participant's election of an optional form of Retirement Allowance may be changed or revoked only with the approval of the Committee. The consent of the Beneficiary originally designated by the Participant shall not be required in the event of such change or revocation. If either the Participant or the Beneficiary designated by the Participant should die before the Participant's Benefit Commencement Date, then the Participant's election of an optional form of Retirement Allowance shall become void.

ARTICLE IX ANNUAL ADJUSTMENT OF ALLOWANCES

9.01 Annual Adjustment for the Cost of Living. Subject to the limitations of Section 10.06, all Allowances provided under this Plan shall be subject to adjustment annually on each January 1, in accordance with the percentage change during the preceding year in the wage rate for operators hired after July 1, 1999 who are in their 7th year of service (without regard to any longevity increase), such adjustments to be compounded on an annual basis. An Allowance shall not be reduced below the amount of the Allowance payable on the first of the month following the commencement of the Allowance.

The first adjustment to an allowance shall be based upon the percentage change during the preceding calendar year in the wage rate for operators hired after July 1, 1999 who are in their 7th year of service, regardless of the date on which the Allowance commenced. All subsequent adjustments to the Retirement or Disability Allowance shall be made in accordance with the preceding paragraph.

ARTICLE X PAYMENT OF ALLOWANCES; LIMITATIONS ON ALLOWANCES

10.01 Timing and Commencement of Payments. After certification by the Committee to the Trustee of the name of each payee and the amount payable, the applicable Allowance shall be paid monthly to each person entitled to payment hereunder by the Trustee from the Fund beginning with the first month following the month in which the application is filed. Effective for Plan Years beginning on or after December 31, 2006, benefits under the Plan shall not be paid until at least 30 days (or shorter period as may be permitted by law) but not more than 180 days after a Participant's receipt of all required distribution notice and election forms pursuant to Section 402(f) of the Internal Revenue Code. Such notices must include a description of the Participant's right (if any) to defer receipt of a distribution, the consequences of failing to defer receipt of the distribution, the relative value of optional forms of benefit, and such other information as may be required by applicable regulations and guidance.

10.02 Continuation of Allowances Previously Authorized. All Retirement and Disability Retirement Allowances in effect on June 30, 2008 shall be continued in effect under this Plan.

10.03 Allowances In Addition to Other Income. Except as provided in Article VI, Allowances paid under this Plan are in addition to any other income which a Participant may have and any benefits received under Workers' Compensation.

10.04 Misstatement in Application for Benefit. If a Participant, in any application for an Allowance, or in response to any request of the Authority or the Committee for information, makes any statement which is erroneous, or omits any material fact, or fails before receiving his or her first benefit payment to correct any incorrect information previously furnished to the Authority or the Committee for their records, then the amount of the Participant's Allowance shall be adjusted on the basis of the correct facts and the amount of any overpayment or underpayment theretofore made to such Participant shall be deducted from or added to his or her next succeeding payments as the Committee shall direct.

10.05 Payments Due Missing Persons. The Committee shall make a reasonable effort to locate all persons entitled to benefits under the Plan, which shall include the mailing of a registered letter to such persons at their last known addresses. However, notwithstanding any provision of the Plan to the contrary, if, after a period of five (5) years from the date such benefit shall be due, any such persons entitled to benefits have not been located, their rights under the Plan shall stand suspended and any amounts due to them shall be deemed forfeitures. However, if a person subsequently makes a valid claim with respect to such forfeited amounts, such benefits shall be reinstated. Notwithstanding the foregoing, if a benefit payable to a missing person is subject to escheat pursuant to any applicable state law, then payment of such benefit may be made in accordance with such state law and such missing person shall not thereafter have any rights with respect to such benefit.

10.06 **Limitation on Allowances.**

(a) Notwithstanding any Plan provisions to the contrary, effective for Limitation Years beginning on or after January 1, 2008, to the extent necessary to prevent disqualification under Section 415 of the Internal Revenue Code, and subject to the remainder of this Section 10.06, the maximum monthly Retirement Allowance, as adjusted from time to time pursuant to Section 9.01, payable in any Limitation Year to a Participant under this Plan (and any other defined benefit plan maintained by the Authority) shall not exceed the Defined Benefit Dollar Limit (adjusted as provided in Section 10.06(b)), which limit shall be determined in accordance with the following:

(1) The Defined Benefit Dollar Limit shall be \$13,333, as adjusted for the Limitation Year under Section 415(d) of the Internal Revenue Code.

(2) The Defined Benefit Dollar Limit as set forth above is the monthly amount payable in the form of a straight life annuity, beginning no earlier than age 62 and no later than age 65. In the case of a monthly amount payable in a form other than a straight life annuity, or beginning before age 62 or after age 65, the adjustments in Section 10.06(b) shall apply.

The Defined Benefit Dollar Limit shall not apply to benefits that are actuarially funded by participant contributions (other than contributions that are picked up by the Authority as described in Section 414(h)(2) of the Internal Revenue Code), as determined under the rules of Section 411(c) of the Internal Revenue Code (using the actuarial assumptions thereunder) applied as if the Plan were subject to such Section 411(c).

In addition to the foregoing, to the extent necessary to prevent disqualification under Section 415 of the Internal Revenue Code, and subject to the remainder of this Section 10.06, the maximum annual additions for any Limitation Year shall be equal to the lesser of:

- (1) \$40,000, as adjusted as adjusted for the Limitation Year under Section 415(d) of the Internal Revenue Code; or
- (2) 100% of the Participant's Compensation.

The dollar limits in this Section shall be adjusted, effective January 1 of each year, under Section 415(d) of the Internal Revenue Code in such manner as the Secretary shall prescribe. A limit as adjusted under Section 415(d) shall apply to Limitation Years ending with or within the calendar year for which the adjustment applies but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. To the extent that the monthly benefit payable to a Participant who has terminated employment is limited by the application of this Section 10.06, such limit shall be adjusted to reflect any subsequent adjustments made in accordance with Section 415(d) of the Internal Revenue Code, but the adjusted limit shall apply only to benefits payable on or after January 1 of the calendar year for which the adjustment applies.

(b) **Actuarial Adjustments Relating to Defined Benefit Dollar Limit**

(1) **Adjustment for Benefit Payable in Form Other than Straight Life Annuity**

(i) If a monthly benefit is payable in a form other than a straight life annuity, before applying the defined benefit dollar limit, the benefit shall be adjusted, in the manner described in Section 10.06(b)(1)(ii) or (iii), to the actuarially equivalent straight life annuity that begins at the same time. No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity (as defined for purposes of Section 415 of the Internal Revenue Code) to the extent such benefits would not be payable if the Participant's benefit were paid in another form, (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits), or (c) in the case of a form of benefit not subject to Section 417(e)(3) of the Internal Revenue Code, the inclusion of a feature under which a benefit increases automatically to the extent permitted to reflect cost of living adjustments and the increase, if any, in the defined benefit dollar limit under Section 415(d) of the Internal Revenue Code.

(ii) If the benefit of a Participant is paid in a form not subject to Section 417(e) of the Internal Revenue Code, the actuarially equivalent straight life annuity (without regard to cost-of-living adjustments described in this Section 10.06) is equal to the greater of (a) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same time, or (b) the annual amount of the straight life annuity commencing at the same time that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate and the applicable mortality designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code.

(iii) If the benefit of a Participant is paid in a form subject to Section 417(e) of the Internal Revenue Code, the actuarially equivalent straight life annuity is equal to the greatest of: (a) the annual amount of the straight life annuity commencing at the Benefit Commencement Date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and mortality table (or other tabular factor) specified in Appendix A1 of the Plan for adjusting benefits in the same form, (b) the annual amount of the straight life annuity commencing at the time that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5% interest rate assumption and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code, or (c) the annual amount of the straight life annuity commencing at the same time that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code, divided by 1.05.

(iv) For purposes of this Section 10.06(b)(1), whether a form of benefit is subject to Section 417(e) of the Internal Revenue Code is determined without regard to the status of the Plan as a governmental plan as described in Section 414(d) of the Internal Revenue Code.

(2) Adjustment for Benefit Commencement Before Age 62 or After Age 65

(i) If the benefit of a Participant begins prior to age 62, the Defined Benefit Dollar Limit applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the Actuarial Equivalent of the Defined Benefit Dollar Limit applicable to the Participant at age 62 (adjusted for participation of fewer than 10 years if applicable) computed using a 5% interest rate and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code. However, if the Plan provides an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limit is the lesser of: (1) the limitation determined under the immediately preceding sentence, or (2) the Defined Benefit Dollar Limit (adjusted for participation of fewer than 10 years if applicable) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the age of benefit commencement to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this section. The adjustment in this Section 10.06(b)(2)(i) shall not apply as a result of benefits paid on account of Disability under Article VI or as a result of the death of a Participant under Article VII.

(ii) If the benefit of a Participant begins after age 65, the Defined Benefit Dollar Limit applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the Defined Benefit Dollar Limit applicable at age 65 (adjusted for participation of fewer than 10 years, if applicable) computed using a 5% interest rate assumption and the applicable mortality table designated by the Secretary of the Treasury from time to time pursuant to Section 417(e)(3) of the Internal Revenue Code. However, if the Plan provides an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limit is the lesser of (1) the limitation determined under the immediately preceding sentence, or (2) the Defined Benefit Dollar Limit (adjusted for participation of less than 10 years if applicable) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the age of benefit commencement to the annual amount of the adjusted immediately commencing straight life annuity

under the Plan at age 65, both determined without applying the limitations of this section. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the age of benefit commencement date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including any actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical participant who is age 65 and has the same accrued benefit as the Participant.

(iii) **Mortality Adjustments.** For purposes of this Section 10.06(b)(2), no adjustment shall be made to the Defined Benefit Dollar Limit to reflect the probability of a Participant's death between the Benefit Commencement Date and age 62, or between age 65 and the Benefit Commencement Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Benefit Commencement Date. To the extent benefits are forfeited upon death before the Benefit Commencement Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity (as defined for purposes of Section 415 of the Internal Revenue Code) upon the Participant's death.

(c) **Reducing Dollar Limit.** If the Participant has fewer than 10 years of participation in the Plan (as determined under Section 415 of the Internal Revenue Code and the regulations thereunder), the Defined Benefit Dollar Limit shall be multiplied by a fraction, the numerator of which is the number of years (or part thereof) of participation in the Plan and the denominator of which is 10. The adjustment in this Section 10.06(c) shall not apply to benefits paid on account of disability under Article VI or as a result of the death of a Participant under Article VII.

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

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

(2) any welfare plan maintained by the Authority in which a separate account (as described in Section 419A(d) of the Internal Revenue Code) has been established to provide post-retirement medical benefits for the Participant; and/or any retirement or welfare plan, as aforesaid, maintained by an affiliated or predecessor employer, as described in regulations under Section 415 of the Internal Revenue Code, or otherwise required to be taken into account under such regulations.

(e) **Multiple Benefit Commencement Dates.** If a Participant has distributions commencing at more than one Benefit Commencement Date (determined in accordance with Section 415 of the Internal Revenue Code and the regulations thereunder), the benefits payable as of each such Benefit Commencement Date shall satisfy the limitations of this Section 10.06 as of each such date, actuarially adjusting for past and future distributions of benefits commencing at the other Benefit Commencement Dates.

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

(g) **Annual Additions.** Annual Additions shall be defined as the sum of the following items credited to the Participant under this Plan and any other tax-qualified retirement plan sponsored by the Authority for a Limitation Year and treated as a defined contribution plan for purposes of Section 415 of the Internal Revenue Code: Authority contributions that are separately allocated to the Participant's credit in any defined contribution plan; forfeitures; participant contributions (other than contributions that are picked up by the Authority as described in Section 414(h)(2) of the Internal Revenue Code); and amounts credited after March 31, 1984 to a Participant's individual medical account (within the meaning of Section 415(1) of the Internal Revenue Code).

(h) **Incorporation of Section 415 Limits.** To the extent a Participant's benefit is subject to provisions of Section 415 of the Internal Revenue Code which have not been set forth in the Plan, such provisions are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.

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

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

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

(2) **Death of Participant before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire

interest will be distributed, or will begin to be distributed, no later than as follows:

(i) If the Participant's surviving spouse is the sole designated Beneficiary, then subject to Section 10.07(a)(2)(v) below, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving spouse is not the sole designated Beneficiary, then subject to Section 10.07(a)(2)(v) below, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

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

(iv) If the Participant's surviving spouse is the sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 10.07(a)(2) other than Section 10.07(a)(2)(i) will apply as if the surviving spouse were the Participant.

(v) If the Participant dies before distributions begin and there is a designated Beneficiary, distribution to the designated Beneficiary is not required to begin by the date specified in Section 10.07(a)(2)(i) or (ii) above, but only if the designated Beneficiary elects to have the Participant's entire interest distributed to the designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. Such an election by the designated Beneficiary must be made no later than the earlier of September 30 of the calendar year in which the distribution would otherwise be required to begin under Section 10.07(a)(2)(i) or (ii), or September 30 of the calendar year that contains the fifth anniversary of the Participant's death.

For purposes of this Section 10.07(a)(2) and Section 10.07(d), distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 10.07(a)(2)(iv) applies, the date distributions are required to begin to the surviving spouse under Section 10.07(a)(2)(i)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 10.07(a)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) **Form of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a

single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 10.07(b), (c) and (d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and applicable Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Internal Revenue Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Internal Revenue Code and the Treasury regulations that apply to individual accounts.

(b) **Determination of Amount to be Distributed Each Year.**

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

- (i) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (ii) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Sections 10.07 (c) and (d);
- (iii) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (iv) Payments will either be non-increasing or increase only as follows:
 - a. by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index based on prices of all items and issued by the Bureau of Labor Statistics;
 - b. to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 10.07(c) dies or is no longer the Participant's Beneficiary under a domestic relations order that is treated as a qualified domestic relations order under Section 414(p) of the Internal Revenue Code;
 - c. to provide cash refunds of employee contributions upon the Participant's death;
 - d. pay increased benefits that result from a Plan amendment.

(2) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions

begin, the date distributions are required to begin under Section 10.07(a)(2)(i) or (ii) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

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

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

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

(2) **Period Certain Annuities.** Unless the Participant's spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treas. Reg. §1.401(a)(9)-9 for the calendar year that contains the Benefit Commencement Date. If the Benefit Commencement Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Treas. Reg. §1.401(a)(9)-9 plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Benefit Commencement Date. If the Participant's spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 10.07(c)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the

Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the Benefit Commencement Date.

(d) Requirements For Minimum Distributions If Participant Dies Before Distributions Begin.

(1) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 10.07(a)(2)(i) or (ii), over the life of the designated Beneficiary or over a period certain not exceeding:

(i) unless the Benefit Commencement Date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(ii) if the Benefit Commencement Date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of his or her birthday in the calendar year that contains the Benefit Commencement Date.

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

(3) **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 10.07(d) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 10.07(a)(2)(i).

(e) **Reasonable and Good Faith Interpretation.** Notwithstanding anything contained herein to the contrary, any distribution option under the Plan that is consistent with a reasonable and good faith interpretation of Section 401(a)(9) of the Internal Revenue Code shall be permitted under this Section 10.07.

(f) **Required Minimum Distribution Requirement Definitions.** For purposes of this Section 10.07, the following terms shall be defined as follows:

(1) **Designated Beneficiary.** The Beneficiary designated under Section 8.03 by the Participant and who is the designated Beneficiary under Section

401(a)(9) of the Internal Revenue Code Internal Revenue Code and Treas. Reg. 1.401(a)(9)-4.

(2) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 10.07(a)(2).

(3) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in §1.401(a)(9)-9 of the Treasury regulations.

(4) **Required Beginning Date.** April 1st following the later of (i) the calendar year in which the Participant attains age 70½, or (ii) the calendar year in which such Participant terminates employment.

10.08 Direct Rollover Option.

(a) Any distribution or portion thereof payable to a Participant (or any other eligible distributee, if applicable) which is an "eligible rollover distribution" shall be rolled over directly to another "eligible retirement plan," if elected by the Participant (or such other eligible distributee, if applicable) according to rules and procedures adopted by the Committee from time to time, so long as such rules and procedures comply with Section 401(a)(31) of the Internal Revenue Code and any regulations promulgated thereunder.

(b) For purposes of this Section 10.08:

(1) Eligible rollover distribution shall be defined as in Section 401(a)(31)(D) of the Internal Revenue Code, i.e., any distribution other than (i) a distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant (or eligible distributee), for the joint lives (or joint life expectancies) of the Participant and the Participant's (or eligible distributees) designated beneficiary, or for a specified period of 10 years or more, or (ii) any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code. No portion of a distribution shall fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity under Section 408(a) or (b) of the Internal Revenue Code or to a qualified trust or annuity plan under Section 401(a) or 403(a) of the Internal Revenue Code or a tax-sheltered annuity contract under Section 403(b) of the Internal Revenue Code if such trust or annuity plan or contract provides for separate accounting for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. Any nontaxable distribution or

portion thereof from a qualified plan may be directly rolled over tax-free to another qualified plan or a plan or annuity contract described in Section 403(b) of the Internal Revenue Code, if separate accounting and other requirements are met pursuant to Section 402(c)(2)(A) of the Internal Revenue Code.

(2) Eligible retirement plan shall be defined as in Section 401(a)(31)(E) of the Internal Revenue Code, i.e., an individual retirement account or annuity under Section 408 of the Internal Revenue Code (including a Roth IRA under Section 408A of the Internal Revenue Code), a qualified trust under Section 401(a) of the Internal Revenue Code, a qualified annuity under section 403(a) of the Internal Revenue Code, a tax-sheltered annuity under section 403(b) of the Internal Revenue Code, or an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code maintained by a governmental employer.

(3) Eligible distributee includes an alternate payee who is the spouse or former spouse of a participant or the surviving spouse of a deceased participant. A nonspouse beneficiary of a deceased participant is also an eligible distributee, provided, however, in the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity under Section 408 of the Internal Revenue Code that is established on behalf of the nonspouse beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Internal Revenue Code. In this case, the determination of any required minimum distribution under Section 401(a)(9) of the Internal Revenue Code that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

10.09 Incapacity. In case of incompetency, either mental or physical, of a Participant who is entitled to an Allowance, payments shall be made to such person or institution that has satisfied the Committee as to their right to receive said Allowance for such Participant.

ARTICLE XI FUNDING OF BENEFITS

11.01 Authority Contributions and Forfeitures.

(a) Except as otherwise provided in Section 11.01(c), the Authority shall, from time to time, make contributions to the Fund in amounts necessary, according to sound actuarial principles, to fund the benefits under this Plan and to maintain the actuarial integrity of the Fund.

(b) The contribution required by the Authority under this provision shall be expressed as a percentage of Compensation and shall be based upon the actuarial valuation produced annually by the Plan actuary. Such valuation shall be based on the aggregate funding method. Changes in the actuarial assumptions, methods and related matters used in such actuarial valuation shall not be made except by resolution of the Retirement Allowance Committee. In the event the Retirement Allowance Committee cannot reach agreement concerning any requested changes or modifications in the assumptions, methods and related matters contained in the actuarial valuation produced by the Plan actuary, then the matters in dispute shall

be subject to the provisions of Section 12.04.

(c) The rate of the Authority's contributions shall be periodically adjusted in accordance with the actuarial valuation produced annually by the Plan actuary, with changes in the Authority's rate of contributions (expressed as a percentage of Compensation) effective sixty (60) days after receipt of the report unless the Retirement Allowance Committee acts affirmatively to reject an actuarial report within the sixty (60) day period. In such a case, the Authority's then existing contribution obligation shall continue in effect until modified by operation of this Section following receipt of a new actuarial report.

(d) One twelfth (1/12) of any annual contribution required by the Authority shall be remitted to the Trustee at the end of each month.

(e) Any forfeitures arising under the Plan for any reason shall not be applied to increase the benefit of any person hereunder, but rather, shall be applied to pay administrative expenses of the Plan and Fund, if and as directed by the Committee, and/or be used to reduce the Authority's contribution under the Plan.

(f) Effective July 1, 2012, pursuant to the terms of the Memorandum of Understanding between the Authority and the Union dated July 9, 2013, the Authority's contribution to the Plan, regardless of the funded status of the Plan, shall not be less than the normal cost for the Plan Year, as estimated by the Plan actuary based on the assumptions then used for determining plan funding.

11.02 Erroneous Contribution. Notwithstanding any provisions of this Plan to the contrary, upon the Authority's request, a contribution that was made by a mistake of fact, shall be returned to the Authority by the Trustee within one year after the payment of the contribution. Any portion of a contribution returned pursuant to this Section 11.02 shall be adjusted to reflect its proportionate share of the losses of the Fund, but shall not be adjusted to reflect any earnings or gains. Notwithstanding anything contained herein to the contrary, the right or claim of any Participant or Beneficiary to any asset of the Fund or any benefit under this Plan shall be subject to and limited by the provisions of this Section 11.02.

11.03 Employee Contributions.

(a) Employees shall contribute three percent (3%) of Compensation.

(b) Employee Contributions shall continue at the rate of three percent (3%) of Compensation until the date on which the plan actuary certifies that the market value funded ratio of the Plan equals or exceeds 100% (as determined using the funding assumptions then in effect), at which time Employee contributions shall cease. If the market value funded ratio subsequently falls below ninety-five percent (95%), Employee contributions of three percent (3%) of Compensation shall resume and continue until the date that the Plan actuary certifies that the market value funded ratio returns to one hundred percent (100%).

(c) The required Employee Contributions will be "picked up" by the Authority under Section 414(h)(2) of the Internal Revenue Code. The Employee Contributions referred to in this section shall be:

(1) mandatory;

(2) deducted from the Compensation of the Employees as salary reduction contributions

(3) made by the Authority but designated as Employee contributions

(4) made a part of the Participant's Accrued Benefit; and

(5) remitted by the Authority to the Trustee following the end of each payroll period, but in all events within ten (10) days following the date on which Compensation is otherwise paid to Employees with respect to such payroll period. Notwithstanding any provisions to this Plan to the contrary, Employee Contributions picked up by the Authority shall be fully (100%) vested.

(d) The following provisions shall apply to Employee contributions made by a Participant on or after July 1, 2014 (and to Employee contributions made by a Participant prior to July 1, 2014, to the extent that such contributions were not returned in accordance with the terms of the Collective Bargaining Agreement and the Prior Plan):

(1) A Participant entitled to a Vested Deferred Allowance under Section 5.03 whose employment status with the Authority terminates for any reason other than death prior to his or her Benefit Commencement Date shall be entitled to request a refund of the Participant's total contributions to the Fund with interest computed at the rate of five percent (5%) compounded annually, less any Disability Allowance which the Participant may have received. If the Participant's contributions are withdrawn, the Participant's Allowance shall be actuarially reduced to account for the contributions refunded to the Participant.

(2) Each Participant who was eligible for a refund of employee contributions under the terms of the Memorandum of Understanding between the Authority and the Union dated October 25, 1999, and who, pursuant to the terms of the Memorandum of Understanding elected to have his or her contributions to the Fund (with interest through July 31, 1999) transferred to a separate employee contribution account and paid upon termination of employment shall receive the amount of his or her separate employee contributions account (with interest from July 31, 1999 credited at the rate of five percent (5%) and compounded annually) within sixty (60) days after termination of employment with the Authority.

(3) If a Participant (other than a Participant described in subsection (d)(2)) dies before becoming entitled to a Retirement or Disability Allowance under this plan, (or before his or her Spouse becomes entitled to a Survivor Allowance) there shall be paid in a lump sum from the Fund to the Participant's designated Beneficiary, a sum equal to the Participant's total contributions to the Fund, with interest computed at the rate of five percent (5%) compounded annually. If a Participant under subsection (d)(2) dies before receiving his or her employee contribution account, then the amount of the Participant's employee contribution account (with all accrued interest) shall be paid in a lump sum from the Fund to the Participant's designated

Beneficiary. If a Participant shall fail to validly designate a Beneficiary or if no designated Beneficiary survives the Participant, the amount payable after the Participant's death shall be paid to the person or persons in the first of the following classes of successive preference beneficiaries surviving at the death of the Participant: the Participant's (1) Spouse, (2) lineal descendants, per stirpes, (3) parents, (4) estate. The Committee shall decide which person or persons are entitled to payment based on evidence satisfactory to it and without the necessity of proof of probate and the Committee's decision shall be binding and conclusive on all persons.

(4) If a Participant dies after becoming entitled to a Retirement or Disability Allowance under this Plan (or after his or her Spouse becomes entitled to a Survivor Allowance), there shall be paid in a lump sum from the Fund to the Participant's designated Beneficiary, a sum equal to the amount by which the aggregate of the Participant's contributions to the Fund together with interest at the rate of five percent (5%) compounded annually have exceeded the aggregate of all payments that have been made to the Participant (or payable to the Participant's Beneficiary) under the Plan. If a Participant shall fail to validly designate a Beneficiary or if no designated Beneficiary survives the Participant, the amount payable after the Participant's death shall be paid to the person or persons in the first of the following classes of successive preference beneficiaries surviving the death of the Participant: the Participant's (1) Spouse, (2) lineal descendants, per stirpes, (3) parents, (4) estate. The Committee shall decide which person or persons are entitled to payment based on evidence satisfactory to it and without the necessity of proof of probate and the Committee's decision shall be binding and conclusive on all persons.

11.04 Actuarial Evaluation At least annually, the Committee shall cause the liabilities of the Plan to be evaluated by the Plan actuary who shall report to the Committee as to:

- (a) The soundness and solvency of the Fund in relation to the aforesaid liabilities; and
- (b) The amount of the annual Authority contributions necessary to fund the benefits under this Plan in accordance with the provisions of Section 11.01.

11.05 Refund of Authority Contributions. Except as provided in Section 11.02, the Authority shall not have any right, title, or interest whatsoever in the Fund or in any part thereof or to have any contributions made by it under this Plan returned to it under any conditions or circumstances whatsoever, it being the intent hereof that all contributions made by the Authority to the Fund shall be divested of any interest or claim whatsoever of or by the Authority therein, and no part of said contributions can in any event be returned to the Authority or be subject to its debts, liabilities, or obligations, or be considered a part of its assets or property for any purpose whatsoever.

ARTICLE XII RETIREMENT ALLOWANCE COMMITTEE

12.01 Composition of Retirement Allowance Committee. The "Retirement Allowance Committee" shall consist of six (6) members. Three (3) members shall be appointed by the Authority and three (3) by the Union. Each party shall have the right to replace any member appointed by it at any time.

12.02 Powers of the Retirement Allowance Committee. The Retirement Allowance Committee shall have the following powers:

- (a) To administer the Plan in accordance with the provisions of this document.
- (b) To make and to change from time to time and to enforce such rules and regulations, consistent with the provisions of this Plan, as may be necessary or desirable for the carrying out of its duties, and for the efficient administration of the Plan.
- (c) Finally and conclusively to determine, according to the provisions set forth in this Plan, the eligibility of a Participant for an Allowance under this Plan and, if eligible, the Participant's rights hereunder.
- (d) To determine all questions regarding the nature, amount and duration of the Allowance to be provided pursuant to this Plan.
- (e) To exercise its sole discretionary right and authority to interpret and construe terms of this Plan and any rules and regulations that the Retirement Allowance Committee might make.
- (f) To establish a bank account or bank accounts or such other accounts in investment or financial institutions to the extent deemed necessary in their discretion.
- (g) To pay out of the Plan, reasonable and necessary expenses incurred in the establishment and maintenance of the Plan, including but not limited to, reasonable expenses of Committee members' attendance at seminars, conferences or other programs of an educational nature pertaining to Committee members' duties and responsibilities.
- (h) To retain such employees, agents, actuaries, consultants, accountants, attorneys, and service providers as may be necessary for the efficient administration of the Plan.
- (i) To allocate and delegate fiduciary responsibilities among named fiduciaries, and to designate persons other than named fiduciaries to carry out fiduciary responsibilities under the Plan.
- (j) To invest and reinvest, or cause to be invested or reinvested, the assets of the Plan and to take any and all action with respect to holding, buying, selling or maintaining such investments as the Committee members, in their sole discretion, deem appropriate.
- (k) To appoint one or more investment managers and to delegate to said investment managers full and complete authority to manage some or all of the assets of the Plan, consistent with any investment guidelines that the Committee may establish from time to time. If appointed, such investment managers shall accept fiduciary responsibility to manage Plan assets in the best interests of the Plan's participants and beneficiaries. To the extent the Committee decides to appoint one or more investment managers, the Committee shall be forever released

and discharged to the extent permitted by applicable law from any responsibility or liability with respect to any assets which they may commit to such investment manager(s).

(l) To compromise, settle, or release claims or demands in favor of or against the Plan or the Committee on such terms as the Committee may deem reasonable and prudent.

(m) To purchase from Plan assets, insurance for Plan fiduciaries or for the Plan itself to cover liabilities or losses incurred by reason of any act or omission of a fiduciary.

(n) To do all acts, whether or not expressly authorized herein, which the Committee deems necessary to accomplish the general purposes of this Plan, provided, however, that the Committee shall have no authority to amend the terms of the Plan.

12.03 Retirement Allowance Committee Officers and Agents. The Retirement Allowance Committee shall elect from its members a Chairman and a Secretary and shall appoint such subcommittees as it shall deem necessary and appropriate, and may authorize one or more of its number or any agent to execute or deliver any instrument on its behalf and do any and all other things necessary and proper in the administration of the Plan. The Retirement Allowance Committee shall have the power to appoint an Assistant Secretary and Vice Chairman who shall perform such duties, including the duties of the Secretary and Chairman, as may be assigned by the Retirement Allowance Committee. The Retirement Allowance Committee shall perform its duties with respect to the Plan without compensation and solely in the interest of the Plan's Participants and beneficiaries for the exclusive purpose of providing benefits to the Plan's Participants and beneficiaries and defraying reasonable expenses of administering the Plan.

12.04 Conduct of Retirement Allowance Committee Business. The Retirement Allowance Committee shall conduct its business and hold meetings as determined by it from time to time, but not less than four (4) meetings per year or when either party, the Authority or the Union, requests a special meeting. One member appointed by the Authority and one member appointed by the Union shall constitute a quorum. The members appointed by the Authority and the members appointed by the Union shall vote as a unit, and each party shall be entitled to an equal vote regardless of the number of members of the Committee present at any meeting. The majority of the Union or Authority members present shall determine the vote of the Authority or the Union. The concurrence of any member may be by telephone, electronic communication or letter.

The Retirement Allowance Committee may delegate any one of its members to carry out specific duties and to sign appropriate forms and authorizations. In carrying out its duties the Retirement Allowance Committee may, from time to time, employ an administrative organization and agents and may delegate to them ministerial and limited discretionary duties as it sees fit. The Committee may, in its discretion, employ accountants, actuaries, investment advisors, consultants and legal counsel (who may be counsel to the Authority or the Union) to advise it.

The Chairman and the Secretary (and any duly appointed Assistant Secretary or Vice Chairman), notwithstanding their official position, shall each be entitled to a vote at all meetings of the Retirement Allowance Committee. In the event of a tie vote by the Committee, the question or questions in issue shall be submitted to a board of arbitration upon demand of either party. The board of arbitration shall be selected in accordance with the procedure for arbitration of questions and grievances that may arise during the life of this Plan as set forth in the Collective Bargaining

Agreement of which this Plan is a part. Each of the parties shall bear the expense of its own arbitrator and the Authority and the Union shall jointly bear the expense of the third arbitrator.

12.05 Required Reports.

(a) The Authority shall keep all records, compile all data, accept all applications for an Allowance, and submit such applications to the Retirement Allowance Committee for certification and forwarding to the Trustee. The Committee shall have the right at all times to call for additional information concerning any or all applications forwarded to the Committee and to examine all records or data pertaining to the Plan.

(b) The Retirement Allowance Committee shall instruct the plan actuary to conduct annual valuations and furnish copies of such reports directly to the General Manager and the Local 689 President, or their designees, in addition to the Retirement Allowance Committee. The Retirement Allowance Committee shall furnish copies of the annual financial audit directly to the General Manager and Union President.

(c) The Authority or the Union may require the Retirement Allowance Committee to make an annual report to the Authority and to the Union, and shall make such other reports of the operation of the Plan as the Committee shall deem necessary. At least once a year the Committee shall have an audit made of the funds forwarded to, disbursed by, and held by the Trustee, by a recognized firm of certified public accountants. The Committee shall publish such audit annually.

12.06 Payment of Expenses. All necessary expenses incurred by the Retirement Allowance Committee shall be certified by the Committee to and paid by the Trustee out of the funds held by it.

12.07 Liability. No liability shall attach to or be incurred by the Retirement Allowance Committee, employees of the Authority, officers or members of the Board of Directors of the Authority, employees of the Union or officers or members of the Executive Board of the Union by reasons of the terms, conditions or agreements contained in the Plan or in the Collective Bargaining Agreement executed in connection herewith. The Board of Directors, officers, employees of the Authority, the Executive, officers, employees of the Union and the Retirement Allowance Committee shall be entitled to rely upon any and all certificates and reports or opinions given by any duly appointed accountant, actuary, investment advisor, consultant or legal counsel (who may be counsel for the Authority or the Union), and shall be fully protected against any action taken in good faith in reliance upon such tables, valuations, certificates, reports or opinions.

12.08 Liability of Members For Actions. No member of the Retirement Allowance Committee shall be liable for any action taken or omitted by the member in good faith but shall be liable only for any loss or damage due to willful misconduct and then such liability shall be charged against only the members of the Committee who have individually committed such breach of their duties. Excepting only liability for loss or damage due to willful misconduct, the members of the Committee shall be and are hereby indemnified by the Fund against any and all liability and expenses reasonably incurred in connection with any action to which they may be a party by reason of their membership on the Committee.

12.09 Paperless Communications. Notwithstanding anything contained herein to the contrary, the Committee from time to time may establish uniform procedures whereby with respect to any or all instances herein where a writing is required, including but not limited to any required written

notice, election, consent, authorization, instruction, direction, designation, request or claim, communication may be made by any other means designated by the Committee, including by paperless communication, and such alternative communication shall be deemed to constitute a writing to the extent permitted by applicable law, provided that such alternative communication is carried out in accordance with such procedures in effect at such time.

ARTICLE XIII TRUSTEE

13.01 Power to Appoint Trustee. The Authority and the Union shall jointly select and appoint a Trustee for the purpose of administering the Trust contributed by the Authority and the Participants. Any successor Trustee, if one shall be necessary, shall be similarly selected. If the Authority and Union cannot agree upon the Trustee or a successor, if any, the matter shall be submitted to arbitration as hereinabove provided at the option of either party.

13.02 Charges By Trustee. All trustee charges shall be paid out of the Trust held by the Trustee in the name of the Plan, with the approval of the Committee.

13.03 Liability of Trustee. It is agreed that the Trustee shall have no liability as to the correctness of the amounts to be paid as Allowances or on account of expenses of administration when such amounts are determined and certified to the Trustee by the Committee, nor shall the Trustee have any liability as to the correctness of the amounts to be received from the Authority and from the Participants for the purpose of depositing the same with the Trustee when such amounts are determined and certified to the Trustee by the Committee.

13.04 Committee's Power to Enter Into Agreements With Trustee. The Committee is authorized to enter into any and all agreements whatsoever with the Trustee that the Committee may deem advisable for carrying out the provisions of this Plan and for the administration of the Trust to be created hereunder, including, if delegated to the Trustee, the discretionary powers to be exercised by the Trustee in making investments and reinvestments to the end that the Trust shall at all times be invested to obtain the greatest practicable yield consistent with prudent investment policy, the compensation and expenses of the Trustee, and any and all other matters in accordance with the terms of the Plan deemed desirable by the Committee, and such agreements shall be binding and conclusive on the parties hereto, the Committee, and all Participants and beneficiaries entitled to Allowances or refunds hereunder, and the Trustee, acting thereunder and in accordance therewith, shall thereby incur no obligation whatsoever except as provided thereby and in this Plan.

ARTICLE XIV MODIFICATION, AMENDMENT AND DISCONTINUANCE OF THE PLAN

14.01 Power to Modify, Amend or Discontinue Plan Reserved. While the Plan is intended to be permanent, the Authority and the Union reserve the right at any time, and from time to time, by written agreement or arbitral award to modify or amend, in whole or in part, any and all provisions of this Plan or to terminate the Plan.

Notwithstanding anything to the contrary, the Plan may be amended at any time, retroactively if necessary, in order to conform the provisions of the Plan to the requirements of the Internal Revenue Code and any regulations promulgated thereunder applicable to governmental plans that qualify under the provisions of Section 401(a) of the Internal Revenue Code, and the Plan shall be administered in accordance with any changes in such requirements notwithstanding the deferred adoption of any amendment to the Plan with respect thereto.

The right to amend or terminate the Plan is subject to the condition that no part of the assets of the Plan shall, by reason of any modification, amendment or termination, be used for or diverted to purposes other than for the, exclusive benefit of Participants and their beneficiaries under the Plan, unless and until all liabilities of the Plan have been satisfied. Upon termination of the Plan, the Accrued Benefits, to the extent funded, of all Participants shall become fully vested and nonforfeitable.

14.02 Distribution Upon Termination of the Plan. In the event that the Plan shall be terminated pursuant to Section 14,01, the Administrator shall determine on the basis of actuarial valuation the share of the Fund allocable to each person entitled thereto, in the following order:

- (a) First, all unpaid expenses, fees and other charges under this Plan shall be PAID.
- (b) Second an amount shall be allocated to the account of each Participant that has not received a return of Participant contributions equal to the Participant's contributions to the date of abandonment less any benefits received under the Plan.
- (c) Third, if any such assets remain after complete allocation for the purposes of (a) and (b) above, an amount shall be allocated to Retired Participants (including the survivors of Retired Participants and survivors receiving a pre-retirement Survivor Allowance) and to Participants eligible for Normal Retirement or Disability Retirement Allowances at the date of abandonment, sufficient to provide for the amount of their allowances not already provided for under subsection (b).
- (d) Fourth, any remaining balance shall be allocated to the active Participants in proportion to the excess of the actuarial values of their Accrued Benefits under the Plan over the amounts allocated under subsections (b) and (c).

Should there prove to be insufficient funds to provide the amounts required to fully satisfy any subsection, then the allocation to all persons covered by that subsection will be reduced by the same proportion.

The Trustee shall liquidate the funds in the Trust and the amounts allocated in accordance with this section shall be apportioned to all such participants in cash, or in the form of insured paid-up annuities, or by transfer to another Trust Fund, or otherwise, as the Committee may direct.

14.03 Effect of Sale or Transfer by the Authority. In the event that the Authority shall dispose of its transit properties and business by sale or other transfer or shall lease the same, the Authority shall make it a condition of such sale or transfer or lease that the purchaser or transferee or lessee shall assume the obligations of and become party to this Plan, and the Trust shall be jointly administered by the purchaser or transferee or lessee and the Union for the purpose of this Plan. The Authority will execute such legal instruments as may be necessary to effectuate the transfer of the Trust to joint administration by the Union and the purchaser or transferee or lessee.

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

ARTICLE XV GENERAL PROVISIONS

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

15.02 Assignment.

(a) Except as provided in subsection (b) and (c) of this Section, to the end of making it impossible for Participants or Retired Participants improvidently to imperil the provisions made in this Plan for their support and welfare, by directly or indirectly anticipating, pledging, or disposing of their Allowance hereunder, it is expressly stipulated that no Participant shall have any right to assign, transfer, hypothecate, encumber, commute, or anticipate his or her interest in any Allowance, and that such payments shall not in any way be subject to any legal process to levy execution upon or attachment or garnishment proceedings against the same for the payment of any claim against any Participant, nor shall such payments be subject to the jurisdiction of any bankruptcy court or insolvency proceeding.

(b) Notwithstanding subsection (a) above, a Retired Participant may authorize the Plan (1) to deduct and make payable to the Transit Employees' Health & Welfare Plan such amounts as may be necessary to pay for retiree health and life insurance coverage under the rules and regulations of the Transit Employees' Health & Welfare Plan; (2) to deduct and make payable to ATU COPE, contributions to the ATU Committee on Political Education; and to deduct and make payable to Local 689, ATU union dues and assessments; provided that such authorization shall be voluntary and revocable at any time by the Retired Participant.

(c) Notwithstanding subsection (a) above, in the event that the Plan receives from a court of competent jurisdiction a garnishment, attachment, child support order, a Domestic Relations Order or other legal process purporting to attach a Participant's Retirement Allowance, which is currently being paid to the Participant, for either child support or alimony, such Allowance or portion of that Allowance shall be paid out in accordance with the terms of the court order directing the attachment of the Allowance, provided however, that the time and frequency of the payment shall not be changed from that usually followed by the Plan. No order directing the division or attachment of any Allowance that is to begin payment in the future shall be honored. The Committee will adopt and implement such procedures as may be required to determine whether such attachment, garnishment, child support order, Domestic Relations Order or other legal process complies with the terms of this subsection and to provide for timely notice to any Plan participant or Beneficiary whose Allowance become subject to such legal process.

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

15.04 **Governing Law.** The Plan shall be construed, administered and enforced in accordance with the laws of the District of Columbia.

15.05 **Limitation on Liability of Authority and Union.** Any person having a right or claim under the Plan shall look solely to the assets of the Fund. Neither the Authority nor the Union (nor any person connected with either the Authority or the Union) shall be liable to any person on account of any claim arising by reason of the provisions of the Plan or of any instrument or instruments implementing its provisions, or for the tax consequences to any Participant, Beneficiary or any other person resulting from participation in the Plan or any distribution therefrom. Neither the Authority nor the Union (nor any person connected with either the Authority or the Union) shall have any liability to any Participant, Beneficiary or any other person by reason of the failure of the Plan and/or Trust to attain and/or maintain qualification or tax exempt status under Sections 401(a) and 501(a) of the Internal Revenue Code, regardless of whether such failure is due to any act or omission of the Authority or the Union (or any person connected with either the Authority or the Union).

15.06 **Construction.** This Plan is intended to comply with all requirements for qualification under Section 401(a) of the Internal Revenue Code and, if any provision of the Plan is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of the interpretation or construction that is consistent with the continued qualification of the Plan under Section 401(a) of the Internal Revenue Code. If the Commissioner of Internal Revenue or his or her delegate determines that the Plan, as amended, or an amendment to the Plan, adversely affects the continued qualification of the Plan under Section 401(a) of the Internal Revenue Code, the Plan amendment shall be void and the Plan shall be reestablished in accordance with the provisions in effect prior to the amendment.

If any provision of the Plan is determined to be illegal or void, such illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable, and the Plan shall be construed and enforced as if the illegal or invalid provision had never been included in the Plan.

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

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

**ARTICLE XVI
TERM OF PLAN**

16.01 **Term of Plan.** This Plan, originally effective as of July 1, 1945, as amended, shall continue in effect through the term of the Collective Bargaining Agreement, and from year to year thereafter unless change is requested by either of the parties hereto by written notice ninety (90) calendar days prior to the expiration of the term of the Collective Bargaining Agreement. Nothing in this section shall limit the power of the parties to amend this Plan under Section 14.01.

16.02 **Arbitration of Disputes.** In the event the parties cannot reach agreement upon proposed changes or modifications, then the matters in dispute shall be subject to the provisions of Section 106 of the Collective Bargaining Agreement.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Paul J. Wiedefeld
General Manager/GM

Winston Ellis, Esq.
Vice President and Chief Labor Relations Officer

Date

Date

LOCAL 689, AMALGAMATED TRANSIT UNION, AFL-CIO

Raymond Jackson
President/Business Agent

{Anyone else?}
[Title?]

Date

Date

**APPENDIX A 1
ACTUARIAL ASSUMPTIONS**

This Appendix A lists the Actuarial Assumptions applicable to the Plan. This Appendix is intended to be incorporated by reference into and made a part of the Plan. No amendment to this Appendix A shall reduce any Participant's Accrued Benefit calculated as of the later of the effective date or the adoption of such an amendment.

Factors Used to Calculate Actuarial Equivalents

Interest rate:.....	7 ½ %
Cost of living adjustment:.....	5%
Healthy mortality rate	UP-1984 Table set forward one year for males UP-1984 Table set backward four years for females
Disability mortality rate	1985 Disabled Life Mortality Table for males and females blended from ages 40 through 80 into the UP-1984 (from ages 40 through 90 for females)
Percent male	85%
Percent female	15%
Table construction	Healthy and disabled mortality rates are equal to 85% of the males plus 15% of the female rate for any given age.

**APPENDIX B
TRANSIT EMPLOYEES' HEALTH AND WELFARE PLAN**

Section 1 - Participating Members

There is hereby established a trust fund, to be known as "Transit Employees' Health and Welfare Plan" hereinafter referred to as the "Fund".

The Fund shall be for the benefit of participating members who are to include the following classifications:

- (a) All employees of the Washington Metropolitan Area Transit Authority (hereinafter, the "Authority") covered by the Collective Bargaining Agreement of which this Agreement is a part, effective on the first of the month in which they complete their probationary period of ninety (90) days provided for therein.
- (b) All employees (who have completed their probationary period) absent on account of leave of absence, sickness, or injury, or on leave of absence while holding office in or performing duties for the Union or its International Office, or a State or local AFL-CIO Central Body, and any employee who remains eligible to participate in the Plan while on a leave of absence pursuant to the provisions of the Letter of Understanding between the Authority and the Union dated June 15th, 2006. Employees eligible to participate shall also include any employee who works exclusively for the Fund and who is subject to the exclusive supervision and control of the Trustees.
- (c) All employees who retired from job classifications represented by the Union, pursuant to the Collective Bargaining Agreement of which this Agreement is a part, who exercise their option to participate as hereinafter set forth. Only those individuals who (i) were hired prior to January 1, 2010, (ii) are participants in the Fund on their retirement date, (iii) who comply with the provisions of Section 3(g) or 3(f) (as applicable), and (iv) fall within one of the following classifications shall be eligible for post-employment medical coverage:
 - 1. Employees who retire under the Transit Employees' Retirement Plan (TERP) on or after their Early Retirement Date or Normal Retirement Date, as those terms are defined in the TERP.
 - 2. Employees who are receiving a Disability Retirement Allowance from the TERP (as defined in the TERP)
 - 3. Employees who are receiving an insured long-term disability benefit and who would otherwise be eligible for a Disability Allowance from the TERP but for their receipt of the insured long-term disability benefit.

Surviving spouses and eligible dependents of individuals described in 1 or 2 above (but subject to Section 3(g)).

Surviving spouses of a deceased active employee (who would have been eligible for retiree coverage and who had at least 15 years of service at the time of their death).

For purposes of determining whether an employee is eligible for retiree coverage

under this Section 1(c), an employee who has opted-out of the Fund pursuant to Section 2(e) shall nevertheless be considered a participant in the Fund.

Except as provided in the next sentence, an eligible individual must enroll for post-employment medical coverage as soon as they become eligible and continue to maintain such coverage. If an individual terminates coverage, such termination shall result in the loss of eligibility for post-retirement medical coverage.

Notwithstanding the preceding paragraph, an employee described in 1,2 or 3 above who has not yet reached his or her Medicare eligibility date and is otherwise eligible for post-employment medical coverage shall be allowed to opt out of this post-employment medical coverage (with evidence of other employer provided medical coverage) and shall be permitted to re-enroll in the Fund upon loss of eligibility for other employer coverage or upon Medicare eligibility. In order to re-enroll, the employee must apply for coverage within 30 days from the date the employee loses such other employer coverage or becomes eligible for Medicare.

- (d) Notwithstanding the above, employees hired on or after January 1, 2010, shall not be eligible for the post-employment medical coverage provided under subsection (c) above.

Employees described in Section 1(a) shall become members of, and participate in, the Fund.

Full-time employees shall be eligible for all benefits provided through the Fund. Participation in the Fund by full-time employees is mandatory, provided, however, that a full-time employee may waive health and dental coverage in accordance with the provisions of Section 2(e).

Part-time employees, not currently receiving a retirement allowance from the Transit Employees' Retirement Plan, automatically receive the life insurance benefits described in Section 3(a) and may elect to subscribe for the health benefits described in Section 3(c), the dental benefits described in Section 3(e), and the short-term disability benefits described in Section 3(d), but participation by such part-time employees in the health, dental and short-term disability programs is not mandatory. Certain part-time employees are also eligible for long-term disability benefits. Part-time employees, not currently receiving a retirement allowance from the Transit Employees' Retirement Plan, are not eligible for any other benefits provided through the Fund. Part-time employees electing health benefits must elect both the health benefits described in Section 3(c) and the dental benefits described in Section 3(e). Separate elections for health and dental benefits are not permitted. Part-time employees electing health benefits through an HMO must subscribe for both the HMO coverage and the vision benefits described in Section 3(n).

Part-time employees currently receiving a retirement allowance from the Transit Employees' Retirement Plan shall be governed by the provisions applicable to retired employees described in Section 1(c) and shall not be considered employees described in Section 1(a) or (b).

Employees described in Section 1(b) may become members of the Fund. Coverage of an employee described in Section 1(b) who fails to make a required contribution shall cease in accordance with the provisions of Section 2(1). Retired employees

described in Section 1(c) shall be eligible to continue membership in the Fund and shall be eligible to receive the life insurance benefits described in Section 3(a) and the health benefits described in Section 3(c). Retired employees are not eligible for any other benefits provided through the Fund. Participation by retired employees is not automatic or mandatory. An eligible retired employee shall not become a participant in the Fund until the retired employee has completed such forms or documents as may be required by the Trustees and agreed to make any contribution required for participation in the Fund

Section 2 - Contributions to the Fund

All participating members described in Section 1(a), (b) and (c) shall make contributions and/or have Authority contributions made on their behalf, as required by the Trustees consistent with the provisions contained herein.

- (a) For each twelve-month calendar year beginning January 1 thereafter, the monthly contribution rates in effect as of the preceding December 31 with respect to all Fund benefits that are funded solely by the Authority or are jointly funded by the Authority and participating members, shall be adjusted in accordance with (1), (2), (3) and (4) below such adjustments shall, in all cases, be based on the full underwritten cost of the coverage or benefit, and the contribution required by a participating member or retiree shall be separately determined based on the full underwritten cost of the coverage selected by the participating member or retiree (e.g., active single, active with dependent coverage, non-Medicare retiree single, non-Medicare retiree with dependent coverage, Medicare retiree single, Medicare retiree with dependent coverage, etc., with separate determinations for HMO and PPO coverage).
 - (1) The contribution rates with respect to participating members and retirees electing PPO health benefits shall be adjusted as of January 1 of each calendar year to reflect the actual or projected cost increase or decrease for PPO coverage and other benefits (other than dental benefits) for such upcoming calendar year. The Trustees of the Fund shall first determine whether benefit costs for these groups are projected to increase or decrease for the upcoming calendar year. After making such determination, the Trustees shall adjust (up or down) the monthly contribution rates for participating members and retirees electing PPO health benefits by the amount necessary to cover the actual or projected cost increase or decrease of all benefits encompassed with the contribution rates. The Trustees shall determine the actual or projected cost increase or decrease for insured benefits, self-insured and partially self-insured benefits in accordance with the following principles:
 - (i) The actual premium rates for the upcoming calendar year shall be used for insured benefits.
 - (ii) To the extent that contribution or funding rates for self-insured (or partially self-insured) benefits are established by a third party administrator, insurer or other provider, such established rates shall be used. Such rates shall be determined based on actual experience and utilization and shall be unaffected by any use of any rate stabilization account.

- (iii) To the extent that contribution or funding rates for self-insured (or partially self-insured) benefits are not established by a third party administrator, insurer or other provider, the Trustees shall determine the projected costs for self-insured (or partially self-insured) benefits for the upcoming calendar year based on the projected costs of benefits for the current year. Projected costs for the current year shall be determined based on the actual cost of such benefits through the most recent date for which actual cost data is available, as determined by the parties. (For example, if the most recent date for which data is available is October 31st, then the projected costs for the 2010 calendar year will be based on actual costs for the twelve month period ending October 31, 2009). The actual cost shall reflect actual experience and utilization and shall be unaffected by any use of any rate stabilization account. The actual cost for the current year shall be adjusted (including a trend adjustment to account for health plan cost changes) to establish the projected costs through December 31st. In projecting costs for the upcoming year, the Trustees may make further adjustments to the projected costs in such manner as they deem appropriate in order to maintain the Fund on a sound financial basis.
- (iv) The Trustees shall determine the extent to which the actual costs for all insured (including fully insured and experienced rated), self-insured, partially self-insured, or experienced rated benefits during the most recently completed calendar year were more or less than the projected costs calculated for such year (as originally calculated using the procedures set forth in (i), (ii) and (iii) above). (For example, in setting the rates that will be used for the 2010 calendar year, the Trustees were required to reconcile actual and projected costs for the 2008 calendar year). The Trustees may charge or credit such deficit or excess against a contingency or other Fund reserve established by the Trustees or adjust the Authority and/or employee contribution rates for the upcoming plan year to reflect such deficit or excess. Notwithstanding the foregoing, (1) to the extent that a portion of such deficit or excess is attributable to employee contributions, the Trustees selected by the Union, may, at their discretion, elect to charge or credit the portion of any deficit or excess attributable to employee contributions to the participant rate stabilization reserve; and (2) the Trustees selected by the Authority, may, at their discretion, elect to charge or credit the portion of any deficit or excess attributable to Authority contributions to the Authority's rate stabilization reserve.
- (v) If the parties are unable to agree on the calculation of any actual or projected costs required under (i), (ii) or (iii) above by November 30th of a year, an arbitrator will be selected (in accordance with Sec. 106) to determine the actual or projected cost in question. The arbitrator shall be authorized to retain an independent accounting or actuarial consultant as such arbitrator deems necessary. The expense of such consultant shall be borne jointly by the parties in accordance with Section 106.
- (vi) Seventy-five percent (75%) of any actual or projected cost increase (over

the rate in effect for the prior calendar year) with respect to PPO coverage and the other benefits included under Section 2(a) or (b) (other than dental) shall be covered by increasing the Authority's contribution rates; and the remaining twenty-five percent (25%) of such actual or projected cost increase shall be covered by increasing the applicable full-time participating employee and retiree contribution rates. In the event of any actual or projected cost decrease with respect to a benefit covered by the 75%/25% split under Section 2(a)(1)(vi) above, seventy-five percent (75%) of such actual or projected cost decrease shall be covered by decreasing the Authority's contribution rates with respect to such benefit and the remaining twenty-five percent (25%) of such actual or projected cost decrease shall be covered by decreasing the applicable full-time participating employee and retiree contribution rates until the monthly contribution rate with respect to the benefit or benefits for the affected full-time participating employees and retirees reaches \$0, at which point the Authority's monthly contribution rate shall be further reduced until one hundred percent (100%) of the actual or projected cost decrease is covered.

- (vii) Notwithstanding the above, effective January 1, 2019, PPO premium rates shall be shared 80% by the Authority and 20% by the employee, and by employees who retire on or after January 1, 2019. Future changes in the cost of coverage shall be shared in accordance with (a)(1)(vi) above. For post-Medicare retirees who retire on or after January 1, 2019, the Authority's contribution shall be based on the lowest cost Medicare Advantage Plan with Part D. Retirees who enroll in a higher post-Medicare option shall be required to pay the full amount of any difference in premium
- (2) The contribution rates with respect to participating members and retirees electing HMO coverage shall be as follows:
 - (i) Seventy-five percent (75%) of any actual or projected cost increase (over the rate in effect for the prior calendar year) for HMO coverage and the other benefits included under Section 2(a) or (b) (other than dental) shall be covered by increasing the Authority's contribution rates; and the remaining twenty-five percent (25%) of such actual or projected cost increase shall be covered by increasing the applicable full-time participating employee and retiree contribution rates. Any actual or projected decrease in the cost of HMO coverage and other benefits (other than dental benefits) for such upcoming calendar year shall be allocated in accordance with the principles contained in subsection (a)(1)(vi) above.
 - (ii) Notwithstanding the above, HMO premium rates shall be shared 85% by the Authority and 15% by the employee or retiree. Effective January 1, 2019 HMO premium rates shall be shared 80% by the Authority and 20% by the employee, and by employees who retire on or after January 1, 2019. Future changes in the cost of coverage shall be shared in accordance with (a)(2)(i) above.
- (3) Employees who retire on or after their early retirement date, but before reaching

eligibility for a normal (i.e., unreduced) or disability pension, WMATA's contribution to the cost of any retiree medical coverage selected by the employee shall be limited to the following percent of the contribution otherwise payable to a normal or disability retiree:

Age 50 to 54 at retirement	75%
Age 55 to 59 at retirement	80%
Age 60 to 64 at retirement	90%

- (4) The contribution rates for dental coverage shall be adjusted to reflect the actual or projected cost increase or decrease for dental coverage, as determined in accordance with the principles contained in subsection (a)(1) above. Such adjustments shall be made as follows:
- (i) Cost increases or decreases in dental HMO will be handled as follows:

Seventy-five percent (75%) of any cost increase shall be covered by increasing the Authority's contribution rates; twenty-five percent (25%) shall be covered by increasing the applicable participating full-time employee contribution rate. Seventy-five percent (75%) of any cost decrease shall be covered by decreasing the Authority's contribution rates; twenty-five percent (25%) shall be covered by decreasing the participating full-time employee contribution rates until the monthly contribution rate for participating full-time employees reaches \$0, at which point the Authority's monthly contribution rate shall be further reduced until one hundred percent (100%) of the cost decrease is covered. The Authority shall pay eighty-five (85%) of the required contribution and the employee shall pay fifteen percent (15%). Increases and decreases in required contributions thereafter shall be shared in accordance with the provisions applicable to medical coverage as specified under subsection (a)(2)(i) above.
 - (ii) The Authority's contribution for dental indemnity or PPO coverage shall be adjusted to equal ninety percent (90%) of the full underwritten cost of the dental coverage. The contribution rate for each participating full-time employee shall be adjusted to equal ten percent (10%) of the full underwritten cost of the coverage selected by the participating full-time employee (i.e., single or with dependent coverage). Effective January 1, 2010 the cost of dental indemnity or PPO coverage for a calendar year shall be split between the Authority and employees on the same percentage basis as PPO medical coverage under subsection (a)(1). Increases and decreases in required contributions thereafter shall be shared in accordance with the provisions applicable to medical coverage as specified under subsection (a)(1)(vi) above.
- (5) In adjusting the contribution rates with respect to participating full-time members electing PPO coverage, the Authority paid one hundred percent of the cost of the initial increase in the amount of life insurance coverage that was included in the Collective Bargaining Agreement effective May 1, 2001. Changes in the cost of life insurance coverage for participating full-time members after May 1, 2002 were (and shall be) handled as follows: Seventy-five percent (75%) of any actual or projected cost increase were (and shall be) covered by increasing the Authority's contribution

rates; twenty-five percent (25%) were (and shall be) covered by increasing the applicable contribution rate for participating full-time members electing PPO coverage.

- (6) In addition to the annual review of Fund costs and contribution rate adjustments required by this Section, the Trustees of the Fund are authorized to review Fund costs during the year and make contribution rate adjustments when it is necessary to do so, provided that the Trustees follow the cost sharing formulas described above.
- (b) The Authority shall contribute to the fund no later than the 15th day of each coverage month a sum equal to the aggregate of the Authority contributions determined in accordance with Section 2(a) herein above plus (1) the amount of the contribution required to fund the non-contributory life insurance benefit for part-time employees under Section 3(a), and (2) the amount necessary to fund any reasonable and necessary operating expenses of the Fund. The Authority's contribution for the life insurance benefit provided to part-time employees and the contribution to fund operating expenses shall be reconciled with the actual cost of these benefits and expenses in accordance with the principles contained in subsection (a)(1)(iv) above.
- (c) Participating members who elect one or more of the optional benefits described in Section 3(h) below are responsible for the full cost of the optional benefits.
- (d) The Authority's contribution for part-time employees shall be a pro-rated share of the Authority's contribution for full-time employees for similar coverage as follows:

Number of Hours A Part- Time Employee Is Normally Scheduled to Work	Percentage of Authority Full-Time Employee Contributions To Be Made on Behalf of Part-Time Employee
20-30	75%
Least 10 but less than 20	50%
Less 10	0%

Part-time employees electing to participate in the Fund shall be responsible for contributing the difference between the Authority's contributions and the actual, fully underwritten, cost of the benefit.

- (e) (1) Full-time employees who are able to provide proof of health insurance coverage (other than provided by the Authority or through the Fund), for family or single coverage, whichever is applicable, may voluntarily opt out of Fund-sponsored health care coverage as permitted by Internal Revenue Code Section 125. Eligible employees shall receive an annual non-participation payment of one thousand five hundred dollars (\$1,500) paid by the Authority. Such option may be exercised during each openseason.
- (2) Contributions and retirees with working spouses who have enrolled in health insurance coverage sponsored by their employers, shall receive an annual credit up to \$1,200 against any required employee contributions to the Health and Welfare Plan. Should a spouse's coverage change following an opt out decision made pursuant to Section 2(e)(2) in the Health and Welfare Plan the employee may elect to re-enroll their spouse in

WMATA's health insurance.

- (f) (1) Full-time Contributions of members described in Section 1(a) hereof shall be made by payroll deductions, said deductions to be made monthly on a pretax basis under the flexible benefit plan to the extent permitted under the Internal Revenue Code Section 125. Deductions with respect to each probationary employee shall begin for the month in which the employee's period of probation ends. Members not receiving wages, vacation pay, or sick leave pay from the Authority shall be responsible for the payment of their individual contributions to the Fund under such regulations as the Trustees may adopt.
- (2) Contributions of members described in Section 1(b) shall be the individual responsibility of such members under such regulations as the Trustees may adopt. Such contributions shall be due monthly until the member becomes subject to payroll deductions or pension deductions. With respect to members who may in the future become subject thereto, such contributions shall become due in the month following the last payroll deduction under(f)(1) above.
- (3) Contributions of members described in Section 1 (c) shall be deducted from the pension allowances payable under the Transit Employees' Retirement Plan. Pension deductions shall commence during the month in which the option to remain a member is exercised, and continue monthly thereafter.
- (4) Each member under Section 1(a), (b) and (c) shall execute in writing, in such form as the Trustees may prescribe, an authorization for deductions of the member's contributions from compensation from the Authority or allowances provided under the Transit Employees' Retirement Plan.
- (5) If two or more members of the same family are eligible for separate family coverage, their coverage shall be consolidated into one family plan.
- (g) The Authority shall have no obligation to collect contributions from any member not receiving compensation from the Authority and, as to the members receiving compensation, only to the extent that individual members may give the Authority written authorization for payroll deductions.
- (h) The Authority's obligation to make contributions to the Fund shall be deferred during any period of strike or lockout to the end thereof but coverage of employees shall continue to the extent that the Trustees may be able to provide therefore.
- (i) In cases where members' contributions shall be made by means other than payroll deductions, such contributions shall be due as of the first day of the month for which coverage is provided (e.g., member contributions for September coverage would be due on September 1). Coverage as to any member with respect to any contributory benefit shall retroactively cease as of the contribution due date if the required contribution is not paid within thirty (30) days from the contribution due date (e.g., if the contribution for September, which is due on September 1, is not paid by September 30th, the member's coverage would be terminated as of September 1). If the coverage of a member described in Section 1(b) is terminated due to non-payment of the required member contribution, such member may again become covered by the Fund for contributory benefits (on a prospective basis) by remitting the required contribution for such future coverage. Coverage for such contributory benefits will re-commence as of the first day

of the month following receipt of the required contribution by such member. (However, a member will not be permitted to retroactively reinstate coverage for any period of coverage that terminated due to non-payment of the required contribution.) In the event a member fails to make a required contribution, and coverage is terminated in accordance with the provisions of the Plan (and this Section 2(i)), the member shall remain eligible for any non-contributory benefit to which the member is otherwise entitled under the terms of the Plan. A member who ceases to be eligible for contributory benefits shall be placed in a coverage category that is limited to the non-contributory benefits to which the member is otherwise entitled (e.g., during any period that life insurance is provided on a non-contributory basis, "life only coverage"). A member for whom coverage has been terminated due to non-payment shall not be eligible for or entitled to receive any contributory benefit with respect to the non-payment period.

- (j) A member who is eligible for health care coverage under both the Plan and another Authority sponsored plan (or another plan to which the Authority contributes), either as an employee or a dependent, may elect whether to participate in the Plan or such other plan with respect to health care coverage. Further, a member who is eligible for health care coverage under the Plan as an employee and as a dependent of a participant described in 1(b) or 1(c), may elect to be covered either as an employee or a dependent (but shall not be deemed to be covered under the Plan in more than one capacity). The Trustees shall develop and implement reasonable procedures with respect to the coverage election described herein. Such election shall be binding until the next open enrollment unless there is a qualifying change in family status which permits a mid-year election change and shall apply to all health care coverage (including basic health care, vision and dental). Such election shall not affect the coverage of the member for other benefits to which he or she is otherwise entitled under the terms of the Plan (such as life insurance, sickness and accident disability benefits or optional employee funded benefits). No member who elects to be covered (i) as a dependent (instead of an employee), or (ii) under another Authority sponsored plan (or another plan to which the Authority contributes) shall be eligible for the "opt out" payment under Section 2(e)
- (k) Effective July 1, 2020, the Trustees to the Transit Employees' Health and Welfare Plan shall establish a tax-qualified trust for the purpose of funding post-retirement health care benefits for active Members of the Plan hired on or after January 1, 2010. The Trust shall be funded with monthly pretax employee contributions, to the extent as may be permitted under the IRC Section 125, by all active Local 689 members, equal to 1% of gross payroll.

Section 3 - Benefits

- (a) **Life Insurance.** \$50,000 of life insurance shall be provided for each member except that part-time employees not currently receiving a retirement allowance from the Transit Employees Retirement Plan, shall receive \$25,000 of coverage fully paid by the Authority. All coverage shall be reduced to \$10,000 on retirement for age or disability. These benefits shall be insured under a group insurance contract issued by a life insurance company selected by the Trustees.
- (b) **Accidental Death Benefit.** \$50,000 of non-occupational accidental death and dismemberment insurance) shall be provided for each active full-time employee but such coverage shall terminate at the employee's retirement for age or disability. This benefit shall be insured under a group insurance contract issued by a life insurance company selected by the Trustees.

(c) **Hospital, Surgical and Medical Benefits.** Hospital, surgical and medical coverage shall be provided for each member and dependents, coverage to continue after retirement for age or disability, such benefits to be substantially equivalent (as determined by the Trustees) to those provided for under the agreements between the Trustees and the various provider organizations in effect on April 30, 2004, subject to the following:

- (1) Each participating member described in Section 1(a), (b) and (c) may elect either HMO or PPO coverage (in addition to the election to purchase optional benefits provided by Section 3(h)).

Effective July 1, 2020, or as soon as practical thereafter, Appendix B shall be amended as necessary to replace the existing BluePreferred PPO Plan with the BlueChoice Advantage Plan.

- (2) The Trustees shall offer members described in Section 1(c) who retired prior to October 1, 1999, the option to participate in any Medicare risk HMO (or comparable supplemental coverage) offered by the HMO provider.
- (3) Any member described in Section 1(c) who retires on or after October 1, 1999, and who elects HMO coverage will be automatically enrolled in any Medicare risk HMO offered by the HMO provider. For example, if a member enrolls in the Kaiser HMO and Kaiser offers a Medicare risk HMO, the member will be automatically enrolled in the Kaiser Medicare risk HMO (or comparable supplemental coverage). If the provider selected by the member does not offer a Medicare risk HMO (or comparable supplemental coverage) or the Medicare risk HMO (or comparable supplemental coverage) ceases to be available, such retiree will be enrolled in the regular HMO offered by the provider that has been selected by the member.
- (4) Effective July 1, 2020, there shall be no service limitation on enrollment in the Blue Cross Blue Shield PPO medical coverage, and an employee may enroll in any available coverage upon their initial eligibility date, and thereafter.
- (5) PPO and HMO coverage will include a \$50 co-pay for emergency room visits (waived if admitted).
- (6) PPO and HMO co-payments shall be \$15 for an office visit and \$15 for an outpatient hospital visit.
- (7) Employee contributions will be determined using a single/family rate structure (instead of a single/employee+1/family structure). However, inasmuch as providers bill the Fund using a single/employee+1/family structure there will be a true-up of contributions at the end of each year to make sure that the amount of employee contributions are not understated or overstated by the single/family contribution structure (as compared to the rate structure actually used by the providers).
- (8) The PPO policy shall include dependent child maternity coverage (including, but not extending beyond, well child delivery and pre/post-natal care).
- (9) The co-payment structure under the prescription drug coverage shall be as follows:

Prescription Drug co-pays for PPO and HMO Plans:

Retail (30 day supply) Program	
* Generic	\$5.00 (\$10.00 effective January 1, 2019)
* Brand Name Formulary	\$20.00 (\$25.00 effective January 1, 2019)
* Brand Non-Formulary	\$30.00 (\$40.00 effective January 1, 2019)
Mail Order (90 day supply) Program	
* Generic	\$10.00 (\$20.00 effective January 1, 2019)
* Brand Name Formulary	\$40.00 (\$50.00 effective January 1, 2019)
* Brand Non-Formulary	\$60.00 (\$80.00 effective January 1, 2019)

The benefits contemplated by this subsection (c) shall be provided by such method as the Trustees shall, in their discretion, select, and the Trustees are empowered to contract for or to self-insure such benefits and pay them from the Fund.

Effective January 1, 2019, participants shall be required to first use a generic prescription drug before switching to a brand name drug, subject to waiver in limited circumstances, as determined and/or adopted by the Plan Trustees.

- (10) Participants are not required to enroll in Medicare Part B. However, a participant who fails to enroll upon becoming eligible shall have his/her benefits paid by the Plan as if he/she had enrolled in Medicare Part 8. This provision shall apply to all present and future Medicare eligible participants provided that the Plan shall pay any late enrollment penalty required of any present Medicare eligible participant who enrolls on or before the next Medicare open enrollment period (March 31, 2010).
- (11) The Vision Care Plans provided under Section (3) herein shall be amended to provide prescription safety eye wear for Maintenance and Construction employees required to wear safety glasses in performance of their job. Co-pays, benefit frequency, and other reasonable limits and design features shall be established by the Trustees from time to time.
- (d) **Sickness and Accident Disability Benefits.** One hundred and seventy (\$170.00) per week non-occupational disability benefits for twenty-six (26) weeks shall be provided for each full-time member to begin after thirty (30) days of disability or exhaustion of paid sick leave, if any, whichever is later. Employees who become disabled due to maternity shall be entitled to an additional benefit (above the normal sickness and accident disability benefit) equal to one hundred (\$100) per week, with this supplemental benefit beginning after the exhaustion of all paid sick leave. All sickness and accident disability benefits shall terminate on retirement for age or disability. No benefits shall be payable when such disability is the result of (a) injuries or diseases resulting from or sustained during service in the Armed Forces of the United States or any other nation, for which the member is receiving disability benefits, or (b) injuries or diseases resulting from or sustained by any member while in the service of another employer during a period of leave of absence or furlough, or (c) illness or injury caused or resulting directly or indirectly from the use of narcotics or from the member's criminal misconduct. Benefits shall be payable only for periods during which the member is certified as unable to work by the attending physician.
- (e) **Dental Benefits.** Dental benefits shall be provided to full-time and part-time employees not currently receiving a retirement allowance from the Transit Employees Retirement Plan

under a dental program equivalent (as determined by the Trustees) to the Blue Cross plan and CIGNA OMO in effect as of April 30, 2004, provided, however, that:

- (1) Each participating member who is eligible for dental benefits may elect either to be covered under the CIGNA OMO or the existing Blue Cross dental indemnity plan (or such other dental provider as may be selected by the Trustees to provide dental benefits under the Plan).
 - (2) An employee who has single coverage under Section 2 of the Health and Welfare Plan shall be required to have single dental coverage. An employee who has dependent coverage under Section 2 of the Health and Welfare Plan shall be required to have dependent dental coverage.
 - (3) Effective January 1, 2019, the annual limit on dental benefits shall be \$1,500.00.
 - (4) The dental plans provided herein shall incorporate pre-treatment cost determination procedures applicable to significant dental treatment/procedures, subject to the approval of the Trustees.
- (f) **The Health and Welfare Plan** shall include a podiatry benefit.
- (g) **Survivor Benefits.** All surviving spouses and dependent children of employees who have retired and who die on or after January 1, 2001, or of active employees who die on or after January 1, 2001, shall have their Health and Welfare benefits continued. The survivor coverage (i.e., the coverage of the spouse and dependents will terminate after two years or when the spouse becomes eligible for Medicare (whichever is longer). The survivor coverage will also terminate upon remarriage of the spouse, or in the case of a dependent, when the dependent ceases to qualify as a dependent under the terms of the Plan. During the period this survivor coverage is in effect, the Authority shall contribute the amount provided in Section 2.

The provisions of Appendix B, Section 3(g), as in effect prior to this change, shall continue to apply to any employee who retired and who died on or after May 1, 1988 but before January 1, 2001 or of active employee who died on or after May 1, 1988 but before January 1, 2001.

- (h) Employees described in Sections 1(a) and (b) shall be eligible to purchase one or more of the following optional benefits at costs established by the Trustees from time to time:
- (1) Vision care upgrade;
 - (2) Additional life insurance (up to \$10,000 on a pre-tax basis for full-time employees and up to \$30,000 on a pre-tax basis for part-time employees), Voluntary Universal Life Plan;
 - (3) Dental orthodontics (with optional orthodontic upgrade);
 - (4) Long term disability upgrade (if available under the Fund); and
 - (5) Those employees opting out of health care under Sections 2(d) or 2(e) shall not be eligible for the vision care or dental orthodontics.

(i) **Flexible Benefit Plan.** Employees described in Sections 1(a) and (b) above shall automatically participate in the Flexible Benefit Plan as provided below.

- (1) Contributions required of employees described in Section 1(a) above, if any, shall be made pre-tax through the Plan.
- (2) Full time employees shall have the opportunity under the Plan to make the election described in Section 2(e) herein to receive cash in lieu of medical coverage.
- (3) Part time employees shall have the opportunity under the Plan to make the election described in Section 2(d) to opt out of health care coverage.
- (4) Employees described in Section 1(a) above, who do not choose to opt-out of health care coverage, shall be permitted one or more of the optional benefits described in Section 3(h) above. In addition, such employees may have their wages reduced to make health care and dependent care contributions to a Flexible Spending Account in order to provide reimbursement for health care and dependent care expenses.
- (5) This Plan will be administered in full compliance with Internal Revenue Code Section 125 and its corresponding regulations. Employees electing benefits will determine the level of their participation up to the IRS prescribed maximum and will have their earnings reduced accordingly to fund their account. The Plan Year will be the twelve-month period beginning each July 1. All elections shall be irrevocable through the end of the Plan year except as permitted under the Plan for approved changes in family status.

(j) **Long Term Disability Insurance** - The LTD program (including the policy of insurance issued by the Hartford Company) will be incorporated into and become part of the Transit Employees' Health and Welfare Plan.

(k) **Effective Date of Benefits**

Benefits for participants shall become effective on the first of the month in which they complete their probationary period referred to in Section 1.

Benefits for a member who has an option to participate shall become effective on the first of the month following the date on which the member exercises the option to participate.

- (1) The vision plan covering full-time employees and part-time employees not currently receiving a retirement allowance from a Transit Employees Retirement Plan who elect HMO coverage under Section 3(c) shall continue in effect. The cost to the Authority with respect to any full-time participating member who is eligible for vision coverage under this subsection shall not exceed the participating members cost of the contributory vision coverage offered as an optional benefit under Section 3(h) as of May 30, 1999.

Section 4 - Fund Administration

- (a) There shall be six Trustees, three of whom shall be appointed by the Authority, and three of whom shall be appointed by the Union. Each appointing party shall have the right at any time to replace any member appointed by it.
- (b) The Trustees shall hold meetings at such times as they shall determine but not less than one meeting per quarter or when either party requests a special meeting. One Trustee appointed by the Authority together with one Trustee appointed by the Union shall constitute a quorum. The Trustees appointed by the Authority and the Trustees appointed by the Union shall vote as a unit, and each party shall be entitled to an equal vote regardless of the number of Trustees present at any meeting.
- (c) The Trustees shall elect from among their number a Chairman and a Secretary, who shall carry out the instructions of the Trustees. All checks and other papers shall be signed by the Chairman and the Secretary, or by such bonded persons as the Trustees may otherwise direct. The Trustees shall have the right to replace such officers at any time and also to authorize other Trustees to act temporarily in the place of such officers or either of them.
- (d) In the event that a dispute shall arise between the Trustees in the course of the administration of the Fund, the question or questions in issue shall be submitted to a Board of Arbitration upon demand of either party. The Board of Arbitration shall be selected in accordance with the procedure for arbitration of questions and grievances that may arise during the life of this Agreement as set forth in the labor Agreement between the parties of which this Plan is a part, except the expenses of any arbitration shall be borne by the Fund.
- (e) In the event of a strike or lockout the Trustees shall continue to perform their duties and function as prescribed herein.
- (f) The Trustees shall retain an administrator to assist the Trustees in administering the Fund. The terms and conditions of employment (including compensation) of the administrator shall be determined by the Trustees. Such administrator shall be an employee of the Authority, but shall be selected by, and subject to the exclusive supervision and control of, the Trustees. The responsibilities and minimum qualifications of the administrator shall be as set forth in Appendix B-1 (as such Appendix may be modified from time to time by the Trustees).
- (g) The Trustees shall be governed by the standards of conduct, that were adopted on December 18, 2001 as such standards may be modified from time to time. Such standards are hereby incorporated herein by reference and made apart hereof.
- (h) Newly appointed Trustees are required to attend a course of instruction in the responsibilities and duties of a fiduciary and administrator of an employee benefit plan that is sponsored by International Foundation of Employee Benefit Plans (or a similar organization) as soon as practical following appointment (unless the Trustee has previously served as a fiduciary of a similar trust and, in connection therewith, has attended a similar course of instruction within a period of five (5) years preceding the trustee's date of appointment).

Section 5 - Trustees' Liability and Bond

- (a) The Trustees shall not receive compensation for the performance of their duties, but shall be reimbursed from the Fund for all reasonable and necessary expenses which they may incur in the performance of their duties.
- (b) No Trustee acting hereunder shall be liable for any action taken or omitted by the Trustee in good faith, nor for the acts or omissions of any insurance or hospitalization service company or other organization, or of any agent, employee or attorney selected by the Trustees with reasonable care. The Trustee shall be liable only for any loss or damage due to willful misconduct and then such liability shall be charged against only the Trustees who have individually committed such breach of their duties. No Trustee shall be individually or personally liable for any of the obligations of the Trustees acting as such or of the Fund, and all contracts into which the Trustees may enter shall contain a clause whereby the other parties to the contract shall agree to look only to the Fund for the payment of any monies to which they may be entitled under such contracts.
- (c) The Trustees shall give bond at the expense of the Fund for the faithful performance of their duties. The amount of such bond initially shall be \$25,000, and the amount of the bond shall be adjusted at any time if requested by the parties to this Agreement, and as required by any applicable statute. Employees of the Fund shall be required to give bond, at the expense of the Fund, in such amount as the Trustees may from time to time determine, and as required by any applicable statute.

Section 6 - Trustees' Powers

The Trustees shall have the following powers in addition to those otherwise provided herein:

- (a) To administer the provisions of the plan established by this Agreement, including but not limited to, subject to the terms of this Agreement, the power to enter into such contracts and other obligations as the Trustees may deem appropriate.
- (b) To make, adopt, amend or repeal and to enforce such rules and regulations not inconsistent with the terms of this Agreement as they may deem necessary or desirable for the carrying out of their duties and for the government of themselves, their officers, agents, and their representatives.
- (c) Finally and conclusively to determine, according to the provisions of this Agreement, the eligibility of members for the benefits provided for herein and, if eligible, the amount of such benefits. Nothing in this Agreement shall be construed to give to any participating member or to any person claiming benefits hereunder any cause of action against the Trustees or the Fund or the Board of Arbitration referred to in Section 4 hereof, or against the parties to this Agreement. Should any such person institute litigation with respect to any claim under this Agreement against the parties, the Trustees, the Fund or said Board of Arbitration, that person's rights hereunder shall immediately cease and terminate; provided, that this shall not preclude institution of litigation against insurance carriers or service organizations providing insurance or other benefits contracted for by the Trustees.
- (d) To accept, hold, invest in, and retain obligations of the United States or those guaranteed by the United States including obligations of the District of Columbia.
- (e) To hold cash un-invested in such amounts and for such periods of time as they in their

sole discretion deem desirable, without liability to pay any interest thereon.

- (f) To deposit any monies, assets or documents of the Fund in any bank, savings bank, safe deposit company, trust company, savings and loan association or building and loan association which shall be a member of the Federal Deposit Insurance Corporation.
- (g) To collect, sue for, receive and receipt for all sums of money coming due as part of the Fund, and to prosecute, defend, compromise, abandon or adjust any actions, suits or other proceedings, involving any disputes, claims, demands and other matters relating to the Fund. Nothing herein shall be construed to require the Trustees to institute litigation for the purpose of collecting contributions from members.
- (h) To pay all premiums due and to become due under group insurance contracts or certificates entered into pursuant to this Agreement.
- (i) To employ and supervise such employees as they may require and to secure such special or regular services of other persons as they in their discretion shall consider proper and to pay from the Fund such salaries, expenses or operating overhead as they consider necessary in the administration of this Fund.
- (j) To perform and do all such further acts and things as may be properly incidental to the exercise of the foregoing powers, or to enter into any agreement to the same extent to which such future acts and things might be performed and done by a corporation lawfully organized and existing for the purpose and with the powers set forth in this Agreement.
- (k) To institute and operate a dual choice program under which participating employees are offered a choice between two programs, each providing medical, hospital and surgical care benefits.
- (l) To exercise its sole discretionary right and authority to interpret and construe the terms of this Plan and any rules and regulations that the Trustees might make.
- (m) To pay out of the fund, reasonable and necessary expenses incurred in the establishment and maintenance of the Fund, including but not limited to, reasonable expenses of Trustees' attendance at seminars, conferences or other programs of an educational nature pertaining to Trustees' duties and responsibilities.
- (n) To retain such other employees, agents, actuaries, consultants, accountants, attorneys and service providers as may be necessary for the efficient administration of the Fund.
- (o) To allocate and delegate fiduciary responsibilities among named fiduciaries, and to designated persons other than named fiduciaries to carry out fiduciary responsibilities under the Fund.
- (p) To invest and reinvest, or cause to be invested or reinvested, the assets of the Plan and to take any and all action with respect to holding, buying, selling or maintaining such investments as the Trustees, in their sole discretion, deem appropriate.
- (q) To appoint one or more investment managers and to delegate to investment managers full and complete authority to manage some or all of the assets of the Plan, consistent with any investment guidelines that the Trustees may establish from time to time. If appointed, such

investment managers shall accept fiduciary responsibility to manage Fund assets in the best interest of the Fund's participants and beneficiaries. To the extent the Trustees decide to appoint one or more investment managers, the Trustee shall be forever released and discharged to the extent permitted by applicable law from any responsibility or liability with respect to any asset which they may commit to such investment manager(s).

- (r) To purchase from Fund assets, insurance for Fund fiduciaries or for the Fund itself to cover liabilities or losses incurred by reason of act or omission of a fiduciary.
- (s) To add or enhance Plan benefits provided each such additional benefit or enhancement individually (viewed by itself on a benefit by benefit basis) does not result in increased costs to the Plan or the Authority. (The limitation regarding increased costs to the Plan shall not preclude the Trustees from offering additional or enhanced benefits to the extent that the participating members are required to pay the full cost of such additional benefits or enhancements.)
- (t) The Union and Management Trustees shall meet to identify and implement methods to contain the escalation in costs of the Health and Welfare Plan. Such methods shall include third party administration, coordination of benefits, second surgical options, utilization review programs, chronic disease management programs, wellness programs and other measures designed to contain costs without worsening benefits or shifting costs to the plan members
- (u) To determine the timing and frequency of open enrollments.
- (v) To negotiate with current or future service providers EAP benefits sufficient and consistent to comport with Q-SAP clinical treatment recommendations.

Section 7 - Annual Audit and Reports

- (a) An annual audit of the Fund shall be made at the end of the fiscal year by a competent, impartial public accountant to be designated by the Trustees. Such audit shall be made at the expense of the Fund. The statement of the auditor shall be available for inspection by any interested person at the principal office of the Fund, which shall be located at 2701 Whitney Place; Forestville, Maryland 20747, or, in the event of removal from said address, at any subsequent place designated by the Trustees.
- (b) The Trustees shall furnish the General Manager and Local 689 President with all monthly financial reports, the annual audit of the Fund, and documents prepared by the Fund service providers regarding the Plan's financial condition and experience.
- (c) In addition to the regular audit of the Fund, either the Union or the Authority may conduct independent audits of the Fund at their own expense.

Section 8 - Assignments

No right or claim to any monies or other assets of the Fund shall be assignable, nor shall such rights or claims be subject to garnishment, attachment, execution, or levy of any kind and attempt to transfer, assign, or pledge the same shall not be recognized by the Trustees. Provided, however, that nothing in this Appendix B shall prohibit a participating member or dependent from assigning his or her right to reimbursement for a medical claim to the medical service provider that

treated the participating member or dependent. All payments of benefits shall be made as provided for herein, and there shall be no obligation on the part of either party hereto to provide for payment of benefits from any other source.

Section 9 - Distribution of Funds in Event of Abandonment

- (a) No part of the contributions made by the Authority shall ever be returned to it or be subject to its debts, liabilities or obligations or be considered a part of its assets or property. Provided, however, that nothing in this Appendix B shall prevent the exercise of Trustee discretion to refund a contribution which is made by mistake of fact and which is made less than one year prior to the date of the refund.

- (b) In the event this Agreement ceases to be effective, the Trustees shall determine the assets of the Fund as of such date it ceases to be effective. After payment of all liabilities, any balance of the Fund shall be applied to premiums of such insurance contracts or certificates in effect as the Trustees may direct.

Section 10 - Maintenance of Benefits

The parties hereto agree that the medical, hospital, obstetrical, dental, and surgical benefits provided to participating members and their dependents on July 1, 2020, as adjusted under this Agreement, shall be maintained.

Section 11 - Term of Agreement

This Agreement, originally effective June 16, 1954, as amended, shall remain in effect through June 30, 2024, and from year to year thereafter unless change is requested by either of the parties hereto by written notice ninety (90) calendar days prior to June 30, 2020, or ninety (90) calendar days prior to June 30 of any year thereafter.

Section 12 - Arbitration of Disputes Concerning Changes

The parties hereto specifically agree that disputes concerning changes in this Health and Welfare Fund Agreement are subject to the provisions of Section 106 of the Collective Bargaining Agreement of which this Agreement is a part.

Section 13 - Witness

Executed this ____ day of ____ 2020.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Paul J. Wiedefeld
General Manager/CEO

Winston Ellis
Vice President and Chief Labor Relations Officer

Date

Date

LOCAL 689, AMALGAMATED TRANSIT UNION, AFL-CIO

Raymond Jackson
President/Business Agent

{Anyone else?}
[Title?]

Date

Date

**APPENDIX C
MAXIMUM BASE WAGE RATES
(Excluding Longevity and Pay Differentials)**

Position Title	Job Code	07/01/20 2.00%	07/01/21 2.50%	07/01/22 2.50%	07/01/23 2.50%
----------------	----------	-------------------	-------------------	-------------------	-------------------

(a) OPERATING JOB CLASSES

Station Supply Runner *	2162	\$26.8873	\$27.5595	\$28.2485	\$28.9547
Operator *	6500,6759, 6757	34.4709	35.3327	36.2160	37.1214
Interlocking Operator *	6761	37.9180	38.8660	39.8377	40.8336
Station Manager *	6765	34.4709	35.3327	36.2160	37.1214

(b) MAINTENANCE & CONSTRUCTION JOB CLASSES

GROUP I	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Storeroom Clerk AA	1279	\$37.9180	\$38.8660	\$39.8377	\$40.8336
Storeroom Clerk A	1280	35.8497	36.7459	37.6645	38.6061
Cleaner (Hired on or before June 30, 2020)	1901,3892	26.8873	27.5595	28.2485	28.9547
Cleaner (Hired on or after July 1, 2020)	1801, 3792	20.6825	21.1996	21.7296	22.2728
Mechanic - Garage Head Body Lead	1916	40.0827	41.0848	42.1119	43.1647
Mechanic - Garage Inspection Lead Mechanic	1917	40.0827	41.0848	42.1119	43.1647
Mechanic - Garage HVAC Lead	1918	40.0827	41.0848	42.1119	43.1647
Mechanic – Wheelchair Lift	1920	39.2968	40.2792	41.2862	42.3184
Bus Reliability Technician	2033	39.2968	40.2792	41.2862	42.3184
Inventory Parts Specialist	2034, 2035	39.2968	40.2792	41.2862	42.3184
Material Handler (Grand-fathered)	2160	33.4367	34.2726	35.1294	36.0076
Parts Runner *	2161	26.8873	27.5595	28.2485	28.9547
ELES Material Specialist	2175	33.4367	34.2726	35.1294	36.0076
Mechanic - Helper A - Pi Rail Car	4648	32.7473	33.5660	34.4052	35.2653
Mechanic - Helper B - Pi Rail Car	4649	31.8856	32.6827	33.4998	34.3373
Mechanic - Helper C - Pi Rail Car	4650	31.0238	31.7994	32.5944	33.4093
Material Control Clerk	5251	35.8497	36.7459	37.6645	38.6061
Cleaning Machine Operator *	5410	31.0238	31.7994	32.5944	33.4093
Janitor *	5411	26.8873	27.5595	28.2485	28.9547
Janitor (Relief)	5412	27.5767	28.2661	28.9728	29.9761
Laborer *	5413	26.8873	27.5595	28.2485	28.9547

Elevator/Escalator Tech	5811	46.8351	48.0060	49.2062	50.4364
GROUP II	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Heavy Bus Component Over Hauler	1929	\$39.2968	\$40.2792	\$41.2862	\$42.3184
Bus Machinist	1936	39.2968	40.2792	41.2862	42.3184
Bus Welder	1943	39.2968	40.2792	41.2862	42.3184
Bus Small Units Component Over Hauler	1950	39.2968	40.2792	41.2862	42.3184
Mechanic - Graphics	1984	39.2968	40.2792	41.2862	42.3184
Mechanic - Electronic Equipment Repairer	1991	39.2968	40.2792	41.2862	42.3184
Revenue Equipment Repairer	1998	39.2968	40.2792	41.2862	42.3184
Mechanic - Service Vehicle Paint/Body	2005	39.2968	40.2792	41.2862	42.3184
Mechanic - Auto/Light Truck	2012	39.2968	40.2792	41.2862	42.3184
Mechanic- Heavy Truck & Equipment	2019	39.2968	40.2792	41.2862	42.3184
Mechanic - Sign Shelter	2028	39.2968	40.2792	41.2862	42.3184
Mechanic - Heavy Overhaul Shop Paint Body	2072	39.2968	40.2792	41.2862	42.3184
Mechanic - General Transit Bus Shop	2088	39.2968	40.2792	41.2862	42.3184
Mechanic - General Transit Bus Garage	2095	39.2968	40.2792	41.2862	42.3184
Mechanic - Parking Lot Equipment	2183	39.2968	40.2792	41.2862	42.3184
Mechanic - Electronic	4652	39.2968	40.2792	41.2862	42.3184
Mechanic - Mechanical - Rail	4657	39.2968	40.2792	41.2862	42.3184
Mechanic - Electrical - Rail	4662	39.2968	40.2792	41.2862	42.3184
Mechanic - HVAC - Rail	4665	39.2968	40.2792	41.2862	42.3184
Mechanic - Electrical - CMNT	4725	39.2968	40.2792	41.2862	42.3184
Mechanic - Vehicle Lift	4811	39.2968	40.2792	41.2862	42.3184
Mechanic - Electrical - Power Technician HV	5025	39.2968	40.2792	41.2862	42.3184
Mechanic - Electrician, Power Low Voltage	5027	39.2968	40.2792	41.2862	42.3184
Mechanic - Electrical - Power Technician HV	5041	39.2968	40.2792	41.2862	42.3184
Mechanic - Electrical Mntn & Test Tech	5056	39.2968	40.2792	41.2862	42.3184
Mechanic - Electro - Mech Bench Technician	5067	39.2968	40.2792	41.2862	42.3184

Mechanic - Elec/Mechanical Technician	5070	39.2968	40.2792	41.2862	42.3184
Mechanic - Mobile Lift	5090	39.2968	40.2792	41.2862	42.3184
Mechanic - ATC Technician	5107	39.2968	40.2792	41.2862	42.3184
System Support Technician, OCC	5133	39.2968	40.2792	41.2862	42.3184
Integrated Network Technician	5170	39.2968	40.2792	41.2862	42.3184
Mechanic - Electronic Tech – Comm	5187	39.2968	40.2792	41.2862	42.3184
Mechanic - Field Equipment Technician	5191	39.2968	40.2792	41.2862	42.3184
Mechanic - Metrobus Radio Sys Tech	5195	39.2968	40.2792	41.2862	42.3184
Mechanic Helper General Communications	5200	31.0238	31.7994	32.5944	33.4093
Mechanic - AFCS Technician	5217	39.2968	40.2792	41.2862	42.3184
Mechanic - Electronic/Electro (Tres)	5220	39.2968	40.2792	41.2862	42.3184
Surface Refinisher	5354	39.2968	40.2792	41.2862	42.3184
Mechanic - Locksmith - Rail	5359	39.2968	40.2792	41.2862	42.3184
Sign Fabricator	5363	39.2968	40.2792	41.2862	42.3184
Small Engine Mechanic (PLNT)	5375	39.2968	40.2792	41.2862	42.3184
Mechanic - Parking Meter Servicer	5376	39.2968	40.2792	41.2862	42.3184
Mechanic APLE Technician	5378	39.2968	40.2792	41.2862	42.3184
Fire Equipment Technician	5380	39.2968	40.2792	41.2862	42.3184
Mechanic - General Equipment	5390	39.2968	40.2792	41.2862	42.3184
Mason (PLNT)	5396	39.2968	40.2792	41.2862	42.3184
Sheet Metal Technician (PLNT)	5401	39.2968	40.2792	41.2862	42.3184
Equipment Operator (PLNT)	5433	39.2968	40.2792	41.2862	42.3184
Plumber	5438	39.2968	40.2792	41.2862	42.3184
Machinist (PLNT)	5443	39.2968	40.2792	41.2862	42.3184
Carpenter	5448	39.2968	40.2792	41.2862	42.3184
Equipment Operator (TRST)	5460	39.2968	40.2792	41.2862	42.3184
Track Walker	5471	39.2968	40.2792	41.2862	42.3184
Mechanic - Car Track Equipment – CTEM	5476	39.2968	40.2792	41.2862	42.3184
Structural Repairer	5493	39.2968	40.2792	41.2862	42.3184
Structural Evaluation Technician	5504	39.2968	40.2792	41.2862	42.3184
Elect Safe and Sec Sys Sup Tech	5509	39.2968	40.2792	41.2862	42.3184
Environ Sys Sup Technician	5510	39.2968	40.2792	41.2862	42.3184
HVAC PLNT Technician	5511	39.2968	40.2792	41.2862	42.3184

Locksmith (PLNT)	5550	39.2968	40.2792	41.2862	42.3184
Boiler/Chiller Operator	5570	39.2968	40.2792	41.2862	42.3184
HVAC/Ref Equipment Mechanic	5580	39.2968	40.2792	41.2862	42.3184
Repairable Asset Coordinator	5641	39.2968	40.2792	41.2862	42.3184
Mechanic - Machinist - Rail	5655	39.2968	40.2792	41.2862	42.3184
Welder	5661	39.2968	40.2792	41.2862	42.3184
Industrial Control Technician	5701	39.2968	40.2792	41.2862	42.3184

GROUP III	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
------------------	-----------------	-----------------	-----------------	-----------------	-----------------

Track Repairer	5466	\$35.8497	\$36.7459	\$37.6645	\$38.6061
----------------	------	-----------	-----------	-----------	-----------

GROUP IV	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

Truck Driver AA	5675	\$34.4709	\$35.3327	\$36.2160	\$37.1214
-----------------	------	-----------	-----------	-----------	-----------

GROUP V	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
----------------	-----------------	-----------------	-----------------	-----------------	-----------------

Window Washer	5414	\$31.0238	\$31.7994	\$32.5944	\$33.4093
Gardener	5427	31.0238	31.7994	32.5944	33.4093

GROUP VI	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

Heavy Cleaning Equipment Operator	5562	\$32.7473	\$33.5660	\$34.4052	\$35.2653
-----------------------------------	------	-----------	-----------	-----------	-----------

GROUP VII	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
------------------	-----------------	-----------------	-----------------	-----------------	-----------------

Garage Fleet Servicer	1904	\$35.5050	\$36.3926	\$37.3024	\$38.2350
Shop Fleet Servicer	1922	35.5050	36.3926	37.3024	38.2350

(c) **DIVISION CLERKS AND RELATED PERSONNEL**

JOB CLASSES

	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Senior Automotive Parts Specialist	2025,3832	\$39.2968	\$40.2792	\$41.2862	\$42.3184
Maintenance Trainee AA*	3726	29.3002	30.0327	30.7835	31.5531
Operations Training Clerk	3745	35.8497	36.7459	37.6645	38.6061
Maintenance Services Clerk	3853	35.8497	36.7459	37.6645	38.6061
Operations Maintenance Clerk	4670	35.8497	36.7459	37.6645	38.6061
Rail Division Clerk	4672	38.0023	38.9524	39.9262	40.9244
Rail Maintenance Clerk	4673	35.8497	36.7459	37.6645	38.6061
Systems Maintenance Clerk	5250	35.8497	36.7459	37.6645	38.6061
Material Control Clerk	5251	35.8497	36.7459	37.6645	38.6061
Support Services Clerk	5329	35.8497	36.7459	37.6645	38.6061

Facilities Maintenance Clerk	5331	35.8497	36.7459	37.6645	38.6061
Garage Clerk	5683	35.8497	36.7459	37.6645	38.6061
Shop Clerk	5684	35.8497	36.7459	37.6645	38.6061
Depot Clerk	6454	38.0023	38.9524	39.9262	40.9244

**(d) ADMINISTRATIVE & CLERICAL PERSONNEL
JOB CLASSES**

ACCOUNTING SERIES	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Accounting Technician I	2949	\$24.4019	\$25.0119	\$25.6372	\$26.2781
Accounting Technician II	2938	28.4032	29.1133	29.8411	30.5871
Accounting Technician III	2950	30.8449	31.6160	32.4064	33.2166

PAYROLL SERIES	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Payroll Technician I	2998	\$24.4019	\$25.0119	\$25.6372	\$26.2781
Payroll Technician II	2944	28.4032	29.1133	29.8411	30.5871
Payroll Technician III	2945	30.8449	31.6160	32.4064	33.2166

RIDERSHIP INFORMATION SERIES	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Customer Information Specialist I	5728	\$24.0049	\$24.6050	\$25.2201	\$25.8506
Customer Information Specialist II	5733	25.1880	25.8177	26.4631	27.1247
Customer Information Specialist – Lead	5734	25.6768	26.3187	26.9767	27.6511

SALES SERIES	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Transit Sales Clerk I	5790	\$24.4019	\$25.0119	\$25.6372	\$26.2781
Transit Sales Clerk II	5791	25.6419	26.2829	26.9400	27.6135

GRAPHICS SERIES	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Reproduction Equipment Operator/Clerk	1273	\$31.0331	\$31.8089	\$32.6041	\$33.4192
Graphic Specialist I	1269	34.4709	35.3327	36.2160	37.1214
Graphics Specialist II	1268	35.8423	36.7384	37.6569	38.5983
Camera/Multicolor Press Specialist *	1271	39.2968	40.2792	41.2862	42.3184

PLANNING SERIES	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Compiler	8336,8340	\$38.6975	\$39.6649	\$40.6565	\$41.6729
Senior Compiler	8335,8342	43.7697	44.8639	45.9855	47.1351
Traffic Clerk	8339	22.9931	23.5679	24.1571	24.7610

BUILDING SERVICES	Job Code	07/01/20	07/01/21	07/01/22	07/01/23
Central Lost & Found Technician	1366	\$27.9147	\$28.6126	\$29.3279	\$30.0611
Mail Clerk/Driver	1320	24.1389	24.7424	25.3610	25.9950
Receiving Clerk	1309	27.9147	28.6126	29.3279	30.0611
Warehouse Technician	1288	33.4367	34.2726	35.1294	36.0076
Clerk - Typist	5922	24.4019	25.0119	25.6372	26.2781
Consumer Services Clerk	5729	30.7698	31.5390	32.3275	33.1357
Receipt/Disbursement Technician I	3619	24.4019	25.0119	25.6372	26.2781
Receipt/Disbursement Technician II	3628	28.4032	29.1133	29.8411	30.5871
Revenue Collection Technician I	3569	32.7424	33.5610	34.4000	35.2600
Revenue Collection Technician II	3570	33.4378	34.2737	35.1305	36.0088
Receiver of Revenue (Grand Fathered)	3597	33.6444	34.4855	35.3476	36.2313
Revenue Technician I	3610	23.2185	23.7990	24.3940	25.0039
Revenue Technician II	3647	24.4019	25.0119	25.6372	26.2781
Revenue Technician III	3646	25.6419	26.2829	26.9400	27.6135
Revenue Processing Technician I	3578	23.2185	23.7990	24.3940	25.0039
Revenue Processing Technician II	3581	24.4019	25.0119	25.6372	26.2781
Revenue Guard	3581	24.4019	25.0119	25.6372	26.2781
Senior Revenue Guard	1765	35.1097	35.9874	36.8871	37.8093

* If the employee, during this progression period, transfers or is promoted to another job, he or she shall be credited with the time served in the job from which he or she has been promoted or transferred. The percentages shown shall be applied to the actual rate the employee would be paid were the employee beyond the progression period.

1/ Specifically excluded are Specialty classifications created after 5/1/80, the rates for which shall be separately negotiated at the time they are created and filled.

**APPENDIX D
BUS MAINTENANCE AGREEMENT (BMA)**

1. All Job Descriptions in Bus and Service Vehicles Maintenance (BMNT) are classified along independent occupational or specialty lines. Job Classifications for Bus Maintenance are identified in Appendix C of the CBA and Attachment 1, hereto. BMNT pay Groups II and VII are expressed as a percentage of the one-hundred (100%) operator rate as follows:

GRADE LEVEL	GROUP II	GROUP VII
GRADE E	N/A	80
GRADE D	90	85
GRADE C	100	90
GRADE B	102.5	95
GRADE A	104	100
GRADE AA	114	103

2. Twelve (12) months after an employee achieves a particular Grade Level (D, C, B, or A) they will have the opportunity to advance to the next Grade Level, provided they have taken and passed the applicable written and practical tests, acquired the applicable certifications and met the other requirements as set forth in Attachments 2 through 5.
3. Bus Maintenance Mechanics hired prior to January 1, 2000, the original date of the BMA implementation and introduction of ASE promotional testing requirements, shall be grandfathered and encouraged, but not required, to meet applicable ASE certification requirements related to selection, promotion and grade retention as outlined in attachment 1-A of the BMA. In lieu of ASE credentials, these grandfathered employees may achieve promotion through the successful completion of internal written and/or practical tests developed by the Authority to ascertain their qualifications for selection, advancement and retention within a particular grade of a Bus Mechanical classification covered by the BMA (Attachments 2 and 3).
4. Bus Maintenance Mechanics hired on or after January 1, 2000, shall be governed for selection and grade promotional purposes by the ASE certification developed specifically for Bus Transit (H2, H3, H4, HS, and H6, or such other certification which may be designated by agreement of the parties)
5. In recognition that Bus Mechanics hired since January 1, 2000 presently possess a combination of ASE certifications reflecting achievement in Heavy Truck, School and Transit, there will be a transitional or integration period wherein promotions will be based on a combination of the above certifications.

CLARIFICATIONS: All future ASE certifications and recertifications necessary for promotion for those employees hired on or after January 1, 2000 will be confined to Transit Specific (H2, H3, H4, H5 and H6). Current incumbents possessing current ASE Heavy Truck (T2, T3, T4, T5 and T6) and School Bus (S2, S3, S4, S5 and S6) shall be credited as having achieved the comparable ASE within Transit Bus [i.e., T2 and S2, H2, etc.] to be used in combination

for promotion with those Transit Bus ASE certifications achieved in the future. Also, notwithstanding the foregoing, ASE Certification shall continue to be the appropriate certification for those mechanics in the classifications of Auto Light Truck, Heavy Truck and Equipment, Garage Paint/Body Lead and HOMT and SVMT Paint Body.

6. Employees who wish to progress between grades in their particular Maintenance job classification through the promotional ASE certification process described in paragraphs 2 and 3 from one grade to the next [i.e., from D to C, C to B and so forth] and are otherwise qualified by time in service, shall demonstrate that they have a current ASE certification which has not been designated for a prior promotion and that prior ASE certifications remain current or have been renewed. (Note: current non-transit bus certifications obtained prior to this Agreement are satisfactory for promotion purposes, but as current certifications expire, they must be replaced by Transit Bus Certifications if further promotions are desired).

The applicable ASE certifications or alternative tests for each classification as set forth in Attachment 2.

7. All within-job classification promotional cycles will be offered in March and September of each year and promotions will be effective on the fourth Sunday of the respective promotion month. During promotional cycles, employees will be limited to applying for promotion to the next level above their current grade. WMATA internal test results will be good for five (5) years. A Union designated monitor may attend practical tests but will be on unpaid Union Business Leave during such time. There will be no demotions as a result of failure to increase or maintain any particular tests or number of tests. The testing policy applies only to promotions.
8. In order to achieve the Master Technician level, all employees, regardless of date of hire, must achieve the full complement of ASE certifications for their particular classification as agreed by the parties from among those established by the National Institute for Automotive Service Excellence. Additionally, upon the achievement of the Master Technician Level, a mechanic shall be entitled, upon application, to an annual bonus of \$1,000.
9. When an assignment vacancy occurs within a particular Grade Level due to an unexpected event such as death, retirement, long-term disability, etc., or a new position added within a particular Grade Level more than six weeks before a new pick will take effect, the vacant assignment (original vacancy) will be posted for bid among the employees within the Grade level who would have been entitled to bid at the time of the original work selection. If the open assignment (original vacancy) is taken, the resultant vacancy may be posted at the current Grade Level or as a Mechanic D pursuant to Section 301(c) of the CBA. If the original vacancy is not posted for bid at its current Grade Level it will not be filled at that level through temporary assignment unless a work selection takes effect within six weeks of the vacancy. In the latter situation the assignment may be filled through temporary assignment until the new work selection is placed in effect.
 - (a) Notwithstanding test results, time in service and certifications, a promotion may be delayed by management in increments of six months if the individual in question has failed to demonstrate fitness and ability as defined in Section 301(c) of the Collective Bargaining Agreement Attachment. Should such a delay occur, it will be accompanied by a written, supervisory appraisal and the Union will receive a summary of the reasons for the delay.
 - (b) Management recognizes its responsibility to continuously inform employees of their performance during the course of the year. It is understood that management will provide counseling throughout the year to inform each employee and attempt to provide the

guidance required to enhance their opportunity for promotion. If required, a plan will be developed to improve an employee's performance.

- (c) Supervision shall counsel with each Mechanic each year, in conjunction with the annual evaluation, about the assignments they have been given and possible modifications during the upcoming year. Prior to becoming eligible for promotion to the next grade, each mechanic shall have been assigned, for a sufficient period, work to do in his or her respective shop which pertains to the subject matter of the ASE tests required for promotion.
 - (d) Employees in certified mechanic job categories may annually request up to eight (8) hours straight time pay in lieu of working their scheduled assignment for the purpose of preparation for a single test and up to a maximum of 16 hours per year for multiple tests in years when the employee is otherwise eligible for within-job classification promotion or recertification. All other time spent preparing for promotion or recertification will not be compensated.
 - (e) The Authority will provide reimbursement of the ASE Certification and Recertification Registration and Test Fees to employees who satisfactorily obtain a certification required for advancement within the employee's job classification. The Authority will pay up to four (4) hours and 15 minutes of straights time, not more than twice annually to employees who pass a job required (re) certification test.
 - (f) Employees who avail themselves of ASE Certification testing opportunities but fail to obtain certification (fail test) shall be reimbursed up to four (4) hours and 15 minutes of straight time not more than twice annually, provided that the employee supplies the Authority Management with the test results, as provided to the employee by ASE following each testing cycle. The latter will permit the Authority an opportunity to work with the employee in facilitating remedial education efforts to better prepare the employee for ASE testing in future cycles. It is further understood that an employee failing a particular certification test may only receive reimbursement for that particular certification once notwithstanding the number of times an employee attempts but fails to obtain a particular certification.
10. Nothing in this Agreement will prevent WMATA from posting for bid under Section 301 additional vacancies in any grade beyond those necessary to provide the promotional opportunities guaranteed under this Agreement.
11. The Shop Internal Division will be divided and separated into distinct sections: Machine, Small Units, Chassis Line (Bladensburg), Farebox, Service Vehicle, The Graphics/Paint/Body, Sign/Shelter and Support. Shop Fleet Servicers will be provided the opportunity during the 310 (c) picks to move between Shop Sections.
12. Any future vacancy in the new classification of General Transit Bus Shop Mechanic (Section 310 combining Chassis/bulkhead Mechanic and Component Changer) or the retitled General Transit Bus Garage Mechanic (Section 311, was Garage Mechanic) shall be filled internally by first giving preference to the qualified internal candidate in seniority order. Thereafter, should the vacancy fail to produce a qualified candidate, opportunity would be extended by seniority for lateral transfer within grade to a qualified GTBSM or GTBTGM as appropriate (from the shop to the division or from the division to the shop) before being advertised on a Maintenance and Construction wide basis under Section 301(f) of the Collective Bargaining Agreement.

13. Vacations will be selected in order of Maintenance and Construction Seniority from among all maintenance employees on the same shift in the same location/section regardless of job classification. However, for purposes of vacation selection, the Machine Shop in the Heavy Maintenance Overhaul Shop shall be separated into two (2) separate classifications (Component Overhauls and Machinist).
14. The Authority will provide the Union copies and will meet with the Union to review and discuss revised or new job descriptions. A Joint Labor Management Committee will meet periodically to review and attempt to resolve disputes which arise under this Agreement. The Parties will also continue the Bus Maintenance Promotion Panel process.
15. The Authority may hire up to 25 individual graduates from local high schools or vocational schools into entry level positions in the Fleet Servicer and/or Bus Mechanic classifications, provided that no more than 5 of which will be in the Fleet Servicers classification at any time. Said employees will be prohibited from bidding outside the classification at any time. Said employees will be prohibited from bidding outside the jurisdiction (DC, MD, VA) from which they are hired until eligible to hold a CDL (page 21).
16. The Cleaner-Shifter Classification shall be restructured as follows:
 - (1) Abolish the Cleaner Shifter Classification (Code Class 1902) and incorporate the duties and responsibilities into the Fleet Servicer Classification at new Grade "E";
 - (2) New entrants shall be hired in Grade E and progress to Grade D after 12 months of service pursuant to Section 301(g)(3)
 - (3) The Grade E wage rate will be set at 80% of the top operator rate.
 - (4) Incumbents in the Cleaner Shifter class will be upgraded to FS Grade E with the exception of currently grandfathered Cleaner Shifter's who are not qualified to perform the entry level FS position.
 - (5) New recruits 18 years or older are eligible for the entry position.

Attachment 1
Bus Maintenance Job Classifications

GROUP I

SR. AUTOMOTIVE PARTS SPECIALIST
BUS RELIABILITY TECHNICIAN
CLEANER
MECHANIC - GARAGE BODY LEAD
MECHANIC - GARAGE HVAC LEAD
MECHANIC - GARAGE INSPECTION LEAD
MECHANIC - WHEELCHAIR LIFT

GROUP II

BUS MACHINIST
BUS SMALL UNITS COMPONENT OVER HAULER
BUS WELDER
HEAVY BUS COMPONENT OVER HAULER
MECHANIC - AUTO LIGHT TRUCK
MECHANIC - ELECTRONIC EQUIPMENT REPAIRER
MECHANIC - GENERAL TRANSIT BUS SHOP*
MECHANIC - GENERAL TRANSIT BUS GARAGE**
MECHANIC - GRAPHICS
MECHANIC - HEAVY OVERHAUL SHOP PAINT/BODY
MECHANIC - HEAVY TRUCK & EQUIPMENT
MECHANIC - PAINT/BODY SHOP
MECHANIC - SIGN & SHELTER
REPAIRABLE ASSET COORDINATOR
REVENUE EQUIPMENT REPAIRER

GROUP VII

GARAGE FLEET SERVICER
GARAGE FLEET SERVICER E***
SHOP FLEET SERVICER

*Combines former classifications of Component Changer and Chassis/Bulkhead Mechanic

**Formerly Garage Mechanic

***Former Farebox Puller Position

**Attachment 2
Requirements for BMNT Positions as of October 2014**

Job Title	Grade D	Grade C	Grade B	Grade A	Grade AA	LEAD **
ASE Transit Bus, Medium Heavy Truck or School Bus Certifications						
Garage Transit Bus Mechanic	1*	1	2	4	H2, H3, H4, H5, H6	H2, H3, H4, H5, H6 **
Shop Transit Bus Mechanic	1*	1	2	4	H2, H3, H4, H5, H6	H2, H3, H4, H5, H6 **
Heavy Bus Component Overhauled	1*	1	2	3	H3, H4, H5, Hydraulics Cert	H3, H4, H5, Hydraulics Cert**
Small Unit Component Overhauled	1*	1	2	3	H3, H4, H5, Hydraulics Cert	H3, H4, H5, Hydraulics Cert**
Garage HVAC Lead **	n/a	n/a	n/a	n/a	n/a	H2, H6, H7, H8 **
Garage Inspection Lead **	n/a	n/a	n/a	n/a	n/a	H2, H3, H4, H5, H6, H8 **
Wheelchair Lift Mechanic	n/a	n/a	n/a	n/a	H6, H8, Hydraulics Cert.	n/a
Bus Reliability Technician **	n/a	n/a	n/a	n/a	ASE Master Truck or Bus	n/a
ASE Medium Heavy Truck Certifications						
Heavy Truck & Equipment Mechanic	1	2	3	4	T2, T3, T4, T5, T6	T2, T3, T4, T5, T6, T7 **
ASE Automobile Certifications						
Auto Light Truck Mechanic	1	2	3	4	A1, A3, A4, A6, A7, A8	A1, A2, A3, A4, A6, A7, A8 **
ASE Collision Repair and Refinish Certifications						
HOMT Paint/Body Mechanic	1	1	2	3	B2, B3, B4, Internal Test	B2, B3, B4, B5, Internal Test **
Service Vehicle Paint/Body Mechanic	1	1	2	3	B2, B3, B4, Internal Test	B2, B3, B4, B5, Internal Test **
Garage Paint/Body Lead **	n/a	n/a	n/a	n/a	n/a	B2, B3, B4, B5, Internal Test **
ASE Parts Specialist Certifications						
Sr. Auto Parts Specialist	P1, P2, Internal Test					
Internal Testing						
Bus Machinist (internal test)	1	2	3	4	5	5 **

ASE Automobile certifications acceptable for this grade only. Gasoline engines not acceptable after Grade D*

NOTES:

1. Employees must have current certifications for promotion
2. Leadman and Specialty positions require written and practical testing**
3. Completion of all Internal Certification (in house training) remain a prerequisite for grade advancement
4. Transit Bus Tests must be obtained as Truck or School Bus Certifications expire
5. Internal Test to be developed

Mechanics hired prior to January 1, 2000 may take internal tests for promotion or use ASE certifications

Mechanics hired after January 1, 2000 must obtain ASE Transit Bus certification for promotion

**Attachment 3
Internal Certification Matrix**

POSITION	GRADE	BASIC MECH	STM CLN	TIRE CHG	FORK LIFT	PNEUMATICS & BRAKES	ELECT & CHARGING	RRC	BASIC HYD
Gen. Transit Garage/Shop Mech.	C	X	X	X					
Gen. Transit Garage/Shop Mech.	B	X	X	X	X	X			
Gen. Transit Garage/Shop Mech.	A	X	X	X	X	X	X		
Gen. Transit Garage/Shop Mech.	AA, AAL	X	X	X	X	X	X	X	X
Garage/Shop Fleet Servicer	C	X	X	X	X				
Garage/Shop Fleet Servicer	B	X	X	X	X	X			
Garage/Shop Fleet Servicer	A, AA	X	X	X	X	X	X		
Garage Paint/Body Lead	AAL	X			X	X	X		
Inspection Lead Mechanic	AAL	X	X	X	X	X	X		
HVAC Lead Mechanic	AAL	X	X		X			X	
Wheel Chair Lift Mechanic	AA	X	X		X	X	X		X
Heavy Bus Component Overhauled	C to A	X	X		X				
Heavy Bus Component Overhauled	AA, AAL	X	X		X				X
Machinist	C to AAL	X			X				X
Welder	D								
Welder	C to AAL	X	X		X				
Small Units Component Overhauled	C to AAL	X			X	X	X		X
HOMT Paint/Body Mechanic	C to AAL	X			X		X		
Electronic Equipment Repairer	C to AAL				X		X		
Revenue equipment Repairer	C to AAL				X		X		
Service Vehicle Paint/ Body Mechanic	C to AAL				X			X	
Auto/Light Truck Mechanic	C, B				X		X	X	
Auto/Light Truck Mechanic	A to AAL				X		X	X	
Heavy Truck Equipment Mechanic	AA to AAL				X		X	X	
Sign/Shelter	C to AAL				X				
Bus Reliability Technician	C to AAL	X	X	X	X	X	X	X	X

NOTE: All internal tests/certifications valid for 5 years

Attachment 4

Driver's License Matrix

POSITION	GRADE	CLASS	AIR BRAKES	PASS.	TOWING	HAZMAT	TANKER	
Cleaner		C						
Cleaner Shifter		B	X	X				
Garage Fleet Servicer	D	B	X	X				
Garage Fleet Servicer	C - AA	A	X	X	X	X	X	
Shop Fleet Servicer	D	B	X	X				
Shop Fleet Servicer	C - AA	A	X	X	X	X	X	
Transit Bus Garage Mechanic	D - AAL	A	X	X	X			
Transit Bus Shop Mechanic	D - AAL	A	X	X	X			
Body Lead		A	X	X	X			
Inspection Lead		A	X	X	X			
HVAC Lead		A	X	X	X			
Wheel Chair Lift Mechanic	AA	A	X	X	X			
Heavy Bus Component O/H	D - AAL	A	X	X	X			
Machinist	D - AAL	B	X	X				
Welder	D - AAL	B	X	X				
Small Unit Component O/H	D - AAL	B	X	X				
Paint/Body Mechanic	D - AAL	B	X	X				
Revenue Equipment Repairer	D - AAL	B	X	X				
Ser Veh Paint/Body Mech	D - AAL	A	X	X	X			
Auto/Light Truck Mechanic	D - AAL	A	X	X	X			
Heavy Truck Equip Mechanic	D - AAL	A	X	X	X	X	X	
Bus Reliability Technician	AA	A	X	X	X			
Elect Equip Repairer	D - AAL	B	X	X				
Graphics Mechanic	D - AAL		Motor vehicle operator permit					
Sr. Auto Parts Specialist			Motor vehicle operator permit					
Repair Asset Coordinator			Motor vehicle operator permit					
Inventory Parts Specialists			Motor vehicle operator permit					
Stock Clerk			Motor vehicle operator permit					
Garage Clerk			Motor vehicle operator permit					

NOTE:

*As of May 6, 2013, Auto/Light Truck no longer requires Hazmat and Tanker endorsements and Elect. Equip Repairer requires Class B CDL with Air Brakes and Passenger endorsements

Attachment 5
FOR ALL BMNT VACANCY SELECTIONS AS WELL AS PROMOTIONS

In addition to the job and grade specific requirements referenced elsewhere, the following minimum qualifications continue to be required for all job and pay grade changes.

- Proficient on-the-job performance.
- Pass both written and practical tests with a minimum passing score of 75% for each.
- For employees in or entering into job categories requiring a valid Commercial Driver's License (CDL), the employee must obtain within ninety (90) calendar days of promotion/appointment a valid CDL for their respective jurisdiction and proper endorsements per the BMNT Drivers' License Matrix, as well as a current WMATA medical examination card.
- Must have the tools to perform the duties of the position or acquire the tools within ninety (90) calendar days of promotions/appointment (Employees must be able to perform the work assigned and that not having the proper tool will not be an excuse for failure to perform work)
- No punitive action suspensions in prior 365 calendar days.
- No more than one (1) disciplinary action (including cautions, warnings and reprimands) in prior 365 calendar days.
- No more than four (4) sick reports (except approved FMLA) in prior 365 calendar days.
- No more than seven (7) Attendance Reporting Procedure points in prior 365 calendar days.

**APPENDIX E
TSP AGREEMENT**

AGREEMENT BETWEEN LOCAL 689, ATU AND WMATA

TECHNICAL SKILLS PROGRAM

June 2006

A. PURPOSE:

The technical skills based training program was developed to enhance career opportunity and develop individuals who possess basic maintenance related skills but do not currently meet minimum educational, technical or experience related requirements to qualify for entry-level positions (D/Helper Mechanics) in Bus and Rail maintenance (Groups 11, III & IV) of the Collective Bargaining Agreement (CBA).

B. CLASSIFIED:

Maintenance Trainee -Amend Appendix C of the CBA to create a Group Rate VIII.

C. SCOPE OF PROGRAM:

1. The Technical Skills Program (TSP) is a comprehensive two-year training program incorporating classroom instructions in core technical elements in targeted maintenance classifications in Groups II, III & IV with hands-on job training in practical applications of acquired theory.
2. Program is limited to training for WMATA positions and is closed to other employers unless specifically amended by the parties.
3. Program opportunities will be advertised pursuant to Section 301(c) to all maintenance and construction employees, then on a system-wide basis and then outside.

D. QUALIFICATIONS:

1. Consistent with Section 102 (b) of the CBA the Authority will promulgate the standards and qualifications for the Technical Skills Program (TSP) unless specifically outlined in this document.
2. All applicants: Demonstrated commitment to the classification for which they are applying.
3. This can be achieved by meeting one of the following criteria:
 - (a) Enrollment and completion (or substantial completion) of a post- secondary technical training program appropriate for the classification.
 - (b) Two years of high school vocational training appropriate for the classification.
 - (c) Employment history demonstrating prolonged interest and progression in a comparable classification.

(d) Any combination of employment history and/or training that demonstrates the individual's commitment/interest to progress in the applicable maintenance field, and;

4. Mandatory Fulfillment of the following qualifying requirements:

(a) Passage of a standardized reading and mathematics examination.

(b) Passage of a standardized mechanical aptitude test (Bennett or equivalent in occupations other than mechanical) and a specific classification test.

(c) High School diploma or equivalent.

E. ACHIEVEMENT:

1. Trainees shall be considered as being in probationary status for a period of ninety (90) calendar days from the commencement of classroom training. Any trainee unable to maintain sufficient progress will be disqualified from the program and offered available employment opportunities in classifications for which they qualify. It is further understood that placement will be limited to those positions previously advertised pursuant to Section 301 8 within the past sixty (60) days and which failed to produce a qualified applicant. Additionally, Maintenance Trainees who formerly occupied a CBA covered position and failed to maintain sufficient progress may exercise seniority (BUMP) back to their former classification with accumulated seniority. Trainees shall be subject to all Authority rules and regulations applicable to incumbents of CBA covered positions.

In the event a Trainee is precluded from participation in the program due to extended or recurrent absences occasioned by illness, injury, EAP, FMLA or military leave, the manager TSP shall advise the TSC. At that time, the Manager or designee will elicit comments concerning the action contemplated:

(a) Retention of the trainee with corresponding adjustments made in the duration of the program to include temporary removal/re-entry at a later date or;

(b) disqualification from the program.

2. A Trainee will be awarded a C Level Mechanic position in their recruited discipline upon the successful completion (two (2) years) of and having successfully mastered all requirements including, but not limited to coursework, on the job instruction, and demonstration of required competencies.*

3. A TSP Student who fails to maintain sufficient progress will be disqualified from re-entry to any TSP program in any capacity for a period of two years.

4. TSP students will be precluded from accepting new positions in the Authority which are outside the specialty area for which they are being trained (i.e., BMNT, CMNT, SMNT, ELES, etc.)

F. WAGES:

1. Create Section 301 (g) to include Hourly Wage Rate & Advancement.

Interval	Percent of Top Operator Rate (24.07)	Current Equivalent Wage (Effective 7/1/04)	Classification
Initial Six (6) Months	70.00%	\$16.85	Grade C Trainee
Next Six (6) Months and 1000 Hours**	75.00%	\$18.05	Grade B Trainee
Next Six (6) Months and 1000 Hours**	80.00%	\$19.26	Grade A Trainee
Next Six (6) Months and 1000 Hours**	85.00%	\$20.46	Grade AA trainee
AFTER 24 Months* and 1000 Hours **	100.0% or C Level	\$24.07	Grade 00 C Mechanic

*Successful completion with all internal/ASE certifications and requirements

**All paid work hours to include credited hours for paid holiday and vacation leave

2. Other general wage adjustments pursuant to the negotiated labor Agreement Section 125 of the CBA.
3. Local 689 applicants in employment status whose pay rate is higher than that of Maintenance Trainee shall be grand-fathered at their present rate until they achieve a pay grade at Maintenance Trainee which exceeds their grand- fathered rate. However, in no event shall any employee in the classification of Maintenance Trainee be paid more than 85% of the Top Operator Rate.

G. CONTRACT PROVISIONS & BENEFITS:

1. Sections 101-132 Except As Noted.
2. Sections 115 Vacation entitlements shall be established pursuant to this section of the CBA. Actual vacation selection and observance will be as follows: Maintenance Trainees eligible for annual vacation shall submit a request to the Manager or designee of the Technical Skills Program (TSP) at least fifteen days in advance in the case of a full week election (five (5) consecutive days) and at least three days in advance for a single-day vacation. This provision may be waived by the management in the event of an emergency. The Manager (TSP) shall within five (5) business days (full week) and one business day (single day) approve or disapprove the request. It is understood that vacations may be selected non-competitively from time available.

It is further understood that no more than five (5) consecutive vacation days may be observed during a single on-the-job training assignment (no more five (5) weeks) and that vacations may not be scheduled during periods of scheduled classroom training.

H. SPECIFIC TERMS FOR MAINTENANCE TRAINEE:

1. Establish or reference in a new Section within Part 3 of the CBA to specifically recognize the Terms and Conditions of Employment for Maintenance Trainee(s) enrolled in the TSP.
2. Maintenance Trainees shall not be permitted to perform work unless under the guidance of qualified Maintenance Mentor.
3. Existing rules and agreements such as Attendance Reporting Procedures (ARP), Employee and Substance Abuse Program (EAP/SAP), shall apply to Maintenance Trainee.
4. Maintenance Trainees shall have two (2) consecutive days off (Saturday, Sunday, or Monday, Tuesday, etc. considered to be consecutive) in any one work week. Schedule changes will be effective with the first day of the payroll period (Sunday).
5. Maintenance Trainees shall have an eight and a half (8) hour work day including a thirty (30) minute unpaid meal break.
6. Maintenance Trainees shall be assigned to shift, locations and days off at the discretion of management.
7. Maintenance Trainees shall accumulate Maintenance & Construction District Seniority from the initial date of hire. Where two or more Trainees establish seniority on the same date, the last four digits of the Trainees' social security number in ascending order will be utilized for relative raking purposes. That is to say, for illustrative purposes, the employee with the lowest four digit number would be ranked first on a given date with subsequent employee rankings following in ascending numerical order.
8. Maintenance Trainees shall be permitted to bid on a D-Level vacancy for which the Maintenance Trainee is being trained in accordance with Section 301(c) upon successful completion of one (1) year and a minimum of 2000 hours in the training program and will be credited with service from initial date of hire
9. Trainees promoted from the Technical Skills Program shall be required to remain in their recruited discipline for two (2) years following their promotion. A trainee failing to do so may be required to repay on a pro rata basis the cost of their training to WMATA.
10. Official Repayment Agreement- [See Attachment A].
11. At the time of graduation the trainee shall be reclassified to a mechanic "C" and permitted, in seniority order, to select an assignment with a particular shop or garage, from a published list of positions established by management to facilitate the graduate's transition to the permanent workforce. Upon award of a position the employee will remain in such assignment until the next work selection (either system or division) is conducted pursuant to the CBA.
12. Trainees must acquire all tools from the published list of tools necessary to perform the duties (work assigned) of the job classification for which the trainee is being developed within 90 days of entry into the Technical Skills Program. Trainees will be furnished, where appropriate, a graduated or phased required tool list for the classification for which they are being trained. Items issued from Authority storerooms will be available to

trainees on the same basis as the classification for which they are being trained.

13. Amend Section 301(b) to add maintenance training to the internal divisions.

I. TECHNICAL SKILLS COMMITTEE:

A Technical Skills Committee (TSC) shall be established with equal representation between Management and the Union. The TSC will meet at least once each quarter for the purpose of general discussion and providing input into the Technical Skills Program. Program administration will be by WMATA Staff who will regularly apprise the committee of developments in program curriculum, and trainee progress.

Subsequent to the completion of a trainee's probationary period, The TSC shall be advised of a trainee's inability to maintain sufficient progress in the program. Such notice shall contain a chronology of the trainee's performance and the basis for the impending action to remove the trainee from the program. At the request of the TSC, WMATA Staff shall meet and answer any questions raised concerning the appropriateness of the disqualification action contemplated.

J. MAINTENANCE MENTOR:

- Create Section 126(c)(3) to provide for creation of a Maintenance Mentor to be selected from qualified applicants (B Level and above, including Leadmen). All qualified applicants applying for the position of Maintenance Mentor on a particular posting shall be accepted into the position. Removal from the position of Maintenance Mentor shall be only for sufficient cause. Training assignments shall be rotated by seniority at each location among employees otherwise performing the work for which the trainee is being assigned.
- The Mentors shall be responsible for monitoring and reporting the on-the-job performance of maintenance trainees.
- A Mentor assigned to a trainee shall receive, in addition to regular wages, a differential of 5% when conducting TSP on-the-job training.
- The differential will be applied for a minimum of eight hours on each day the Mentor is assigned to mentor a trainee.

IMPLEMENTATION ISSUES

The Authority and the Union will meet periodically as necessary in an attempt to resolve any implementation issues which may arise.

Executed this _____ day of _____, 2015.

FOR THE AUTHORITY:

FOR THE UNION:



Director, Office of Employee & Labor Relation



Jackie Jeter
President/Business Agent

**APPENDIX F
OFFICE OF ELEVATOR AND ESCALATOR SERVICES**

The mission of the Office of Elevator and Escalator Services (ELES) is to provide a safe and reliable vertical transportation service (escalators and elevators in stations, parking garages and maintenance facilities), to our customers by investing in our equipment, technology and training. The primary responsibility of ELES is to maintain WMATA's vertical transportation system in a state of good repair by providing regular preventative maintenance and completing repairs as needed.

1. ELES Apprenticeship Program: The parties have mutually developed and presented a comprehensive Joint Apprenticeship Program which has been accepted and accredited by the District of Columbia, Attachment 1 herein. This is a four-year program covering all the necessary elements which will be required to attain necessary ELES Technician/Journeyman certification and licensing.
 - a. The ELES apprentice wage rates increases shall remain as a percentage of the applicable ELES Technician/Journeyman's rate, providing that the Apprentice successfully completes the program modules as scheduled and is not currently on probationary status. The wage schedule shall be as follows:

Class Code	Level	Pay Period	% of ELES Technician/Journeyman's Rate
5814E	1	First 1000 Hours	60%
5815E	2	Second 1000 Hours	65%
5816E	3	Third 1000 Hours	70%
5817E	4	Fourth 1000 Hours	75%
5818E	5	Fifth 1000 Hours	80%
5819E	6	Sixth 1000 Hours	85%
5820E	7	Seventh 1000 Hours	90%
5821E	8	Eighth 1000 Hours	95%

- b. Employees, who internally transfer within WMATA to the Apprenticeship Program and whose pay scale exceeds that outlined in the chart above, shall continue to receive wages at their current rate until such time as Apprentice wages exceed that amount. In no case, however, shall an internal transfer's rate of pay exceed 80% of Elevator Journeyman rates until placement into the sixth pay level.
2. Job Classifications of ELES personnel, in addition to ELES Apprentices, are Material Specialist, ELES Technician/Journeyman and ELES Master Technician. ELES personnel shall receive the same general wage increases as provided to other employees and stated in Section 125.

See Appendix C for maximum base wage rates expressed in absolute dollar terms.

- a. A certified ELES Technician/Journeyman serving as a Master Technician/Journeyman will receive a \$1.00 per hour premium added to the hourly wage rates set forth above and in Appendix C.
 - b. Effective with the December 2014 work selection, ELES Material Specialists (Job Code 2175E) will receive the same hourly wage rate and increases as Material Handlers (Grandfathered) (Job Code 2160), as identified in Appendix C. However, the Material

Specialist classification will remain separate for all bidding purposes.

- c. Section 125(f) "Longevity progression" shall not apply to ELES Technicians/Journeypersons or ELES Master Technicians/Journeypersons.
3. In order to be considered for a Master Technician position, an employee must meet the minimum requirements of an ELES Technician/Journeyperson and have a minimum of seven (7) years of extensive experience with maintenance, troubleshooting elevator and escalator service, and repair. The qualified ELES Technician/Journeyperson must also meet other criteria related to test scores, good attendance, and proven performance exhibiting exceptional mechanical skills and abilities. Management reviews the Master Technician's performance annually, to determine individual retention in the position and will reserve the right to cancel participation at its discretion. The parties agree to create and establish a target number of Master Technicians of certified ELES journeymen who will volunteer to pick a work assignment with the understanding they could be moved to any location or job, at management's discretion in order to work on the most challenging assignments.
 - a. Additionally, all Master Technicians hired after January 1, 2015, will be required to possess a current certification by the National Association of Elevator Safety Authorities (NAESA) with an ANSI/ASME QEI-1 qualification test, or the ability to acquire within twelve (12) months of hire or an equivalent organization as required above.
 - b. Master Technicians selected prior to January 1, 2015 who do not currently possess an ANSI/ASME QEI-1 certification, shall be grandfathered and provided a reasonable amount of time to obtain this certification.
 4. Section 304 is applicable subject to continued discussions between the parties to resolve implementation issues, as they arise, and the following exception:
 - a. Overtime assignments shall be made off the overtime list within region.
 5. ELES maintenance groups are distributed into regions. Each Region consists of a specified geographic area, reporting to a Regional Superintendent. Each region consists of maintenance sectors, evening shift callback group (s) and day shift callback and repair group(s). A sector is only a designation of a preventive maintenance group that performs maintenance within their specific region. The configuration of each region is subject to change and/or realignment as the system expands. Any changes made to the regions shall occur contemporaneous with the annual June "system" pick.
 - a. ELES Technicians can report to any station within their region. However, the parties agree to meet and confer should the need arise to alter this practice.
 6. Pursuant to Section 311, ELES Technician/Journeypersons and Material Specialists have one "system" pick in June of each year, during which they are able to pick within their classifications, into a region, based on seniority. In December of each year ELES Technicians/Journeypersons pick work shifts within the region to which they are assigned.
 - a. Material Specialist vacancies will be filled first within ELES and then to any other employee meeting the requirements of the job description, based on seniority, before being posted externally.
 - b. Probationary employees will complete an orientation cycle to include rotation of shifts

and report locations, during their probationary period. In the event a work selection occurs during said probationary period, probationary employees will be permitted to participate in the work selection but must complete the orientation cycle prior to being assigned to their pick selection.

7. Except as provided above, all the terms of the master CBA shall be applicable.