

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

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

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

ARTICLE I – RECOGNITION

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

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

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

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

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

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

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

- (d) Full-time and part-time temporary appointments of 365 consecutive days or less shall not be covered by this agreement. Upon the 365th consecutive day, the temporary appointee shall be converted to regular appointment status or removed from the bargaining unit position. Extension, reappointment and/or termination /re-employment actions shall not cause a break in the 365 consecutive day time frame unless said break is a minimum of 90 consecutive days duration.

- (5) Whenever new job classifications are created, the Authority shall provide the Union with a copy of the job description of such classification prior to posting such position. The wage rate for such classification shall be determined by the procedure agreed upon by the parties in Article XII, Wages, Work Definition and Classification. Any dispute between the parties concerning the bargaining unit placement of a new job classification shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE II – UNION MEMBERSHIP

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

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

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

ARTICLE III – DUES CHECKOFF

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

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

ARTICLE IV – UNION ACTIVITY

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

immediate supervisor and disclosing the reason for such departure.

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

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

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

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

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

ARTICLE V – MANAGEMENT RIGHTS

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

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

ARTICLE VI – SENIORITY

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

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

ARTICLE VII – PROMOTIONS AND TRANSFERS

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII – LAYOFFS AND RECALL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX – DISCIPLINE AND RESIGNATION

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

(2) Probationary Period:

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

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

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

- (3) Whenever the Authority determines to discharge an employee from employment, a copy of the written discharge action shall be provided to the Union.

- (4) Resignation:

Employees intending to resign shall give the Authority at least two (2) weeks' advance written notice of their intention. Such resignations shall be accepted without prejudice. Employees who resign without such advance notice shall forfeit their annual leave as granted under this Agreement.

- (5) Upon request, an employee will be entitled to review their personnel file whenever discipline is levied or otherwise no more than twice annually. Employees will be permitted, on this occasion, to insert in the personnel file any objection or rebuttal which the employee has to material contained therein. Letters or counseling memos regarding disciplinary action other than suspension or modified discharge shall not form the basis for disciplinary action following twelve (12) consecutive months of no written disciplinary action. A disciplinary suspension or modified discharge shall not form the basis for disciplinary action for three (3) years following date of issuance, provided there has been no intervening suspension action.

ARTICLE X – NON-DISCRIMINATION

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

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

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

ARTICLE XI – HOURS OF WORK

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

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

(2) Overtime:

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

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

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

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

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

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

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

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

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

(8) Overtime Distribution

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

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

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

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

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

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

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

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

ARTICLE XII – WAGES, WORK DEFINITION AND CLASSIFICATION

- (1) Effective July 1, 2021 – a 5.0% general wage increase
Effective July 1, 2022 – a 4.5% general wage increase
Effective July 1, 2023 – a 3.0% general wage increase
Effective July 1, 2024 – a 3.0% general wage increase

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

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

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

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

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

Universal Step Increase Eligibility date of July 1st of each year, the employee will be deemed “Satisfactory”, and any scheduled wage or step improvement that is conditioned on a “Satisfactory” performance evaluation will occur immediately, retroactive to the scheduled effective date.

The July 1st Universal Step Increase (for L2TA) Eligibility date and Wage Increase (for L2TS) Eligibility date will, respectively, apply to all Local 2 employees, regardless of their date of hire

- (3) Longevity: A three percent (3%) increase shall be accorded to any employee who has served a minimum of three (3) years’ work performance at the last step of the L2TA salary schedule or the maximum rate on the L2TS schedule. Said longevity increase shall be incorporated into the employee’s base salary.
- (4) The Authority establishes and designs all jobs, job content, classifications, qualifications and assignments of work. In so doing, the Authority will maintain a classification system based on a quantitative methodology which will be used to compare the relative value of jobs within the organization. Jobs will be rated and ranked by the Authority and placed into appropriate salary classification levels and schedules. Any employee or the Union may review the job descriptions prepared by the Authority and offer input to make the job description more accurate. The determination of the appropriate job description rests with the Office Director and the Director of Human Resource Management and Services. The determination for salary schedule placement is the responsibility of the Classification Section of the Office of Human Resource Management and Services (HRMS).

- (5) If an employee's class specification does not accurately reflect the employee's regular job functions, the affected employee or the Union may request that the Classification Section of the Office of Human Resource Management and Services confirm the appropriate salary classification level and schedule for such job. The job will be reviewed in accordance with the procedure described in the section above except that a preliminary inquiry may be made into the reasons for the alleged misclassification. In the event HRMS determines that the reasons are insufficient to warrant further review, the employee will be so notified and the inquiry will be terminated. Requests for classification review may be submitted once annually. This shall be the exclusive process for challenging the classification of any position and no grievance may be filed regarding such issues until this process has been exhausted.
- (6) The Authority may require an employee to perform work outside of class specification where employee is physically unable to perform regular work, i.e. workers compensation, extended sick leave, long term disability (LTD)s, extended leave without pay (LWOP).

ARTICLE XIII– HOLIDAYS

- (1) (a) The Authority shall grant holidays to employees for the following days: New Year's Day; Dr. Martin Luther King, Jr.'s Birthday; Presidential Inauguration Day; Washington's Birthday; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day and any other holiday declared as a federal holiday by the United States Congress.

- (b) At the beginning of the calendar year the Authority shall issue a notice to all employees of the exact dates on which these holidays shall occur during the year. Holidays shall consist of the normal daily hours of work as determined in Article XI, except part-time employees whose holidays shall consist of their regularly scheduled number of daily hours. Holidays which fall on either a Saturday or a Sunday shall be moved to the closest Friday or Monday.
- (2) If a designated holiday falls during an employee's approved annual leave period, the employee shall be paid for the holiday but the holiday shall not be charged against the employee's annual leave.
 - (3) To be eligible for the holiday pay, an employee must be in a pay status on the regularly scheduled work days before and after such holiday, unless engaged in activities encompassed by Article IV, Sections 5 or 7.
 - (4) Overtime eligible employees who are required to work during a holiday in Grades L2TA-18, L2TS-5 and below shall be paid at a rate of one and one-half times their basic hourly rate for such work and at straight time rate for employees in Grades L2TA-19, L2TS-6 and above or subject to the agreement of both the Office Director and the affected employee, the employee may be provided a subsequent day off, with pay, to be scheduled mutually by the employee and his supervisor.
 - (5) Full-time temporary employees covered by this Agreement who are assigned to the construction field operation or who are assigned directly in support of construction field activities may be required to observe the same holidays as contractor personnel under the substitution provisions of Article XIII (4), provided that no full-time temporary

employees shall be deprived of the number of holidays specified in Article XIII (1) by operation of this provision. Any shortfall in the total number of holidays shall be made up by providing an equivalent number of additional days off to be scheduled with the Office Director or pay in lieu of the holiday at the employee's option.

ARTICLE XIV - GENERAL LEAVES OF ABSENCE

(1) Leave Without Pay

- (a) The Authority may, at its discretion, grant an employee Leave Without Pay ("LWOP").
- (b) An employee on LWOP shall continue to be eligible for insurance benefits. The employee must pay the employee contribution routinely required for such benefit. If the employee fails to timely pay the employee contribution, the Authority may terminate the benefit.
- (c) An employee on LWOP does not accrue annual or sick leave.
- (d) An employee on LWOP shall continue to accrue service credit for seniority, anniversary date, and pension purposes for the first ninety (90) consecutive days of LWOP. An employee must return to pay status for at least thirty (30) consecutive days to restart the 90-day clock for these purposes. An employee on LWOP due to workers compensation or Local 2 leave will continue to receive service credit for pension purposes for the entire LWOP period.
- (e) An employee on LWOP in excess of ninety (90) days must notify HRMS of the employee's intention to

return to duty at least two weeks in advance of the return to duty date.

- (f) An employee on LWOP is entitled to return to the employee's former position. If the former position has been filled, the employee is entitled to exercise displacement rights pursuant to Article VIII provided that the employee must first attempt to displace into the employee's former position.
- (g) If an employee is laid off while on LWOP, the employee's Article VIII displacement rights will be determined at the time of the layoff, provided that, if the employee is able to displace, the displacement will not be effective until the employee returns to duty.

(2) Medical Leave Without Pay

- (a) The Authority shall grant an employee Medical LWOP provided that the employee has no more than five (5) days accrued sick leave and provided that the application for Medical LWOP is accompanied by a doctor's certificate stating the reason for the request, the nature of the illness and job impairment, and the probable date of return.
- (b) The initial application for Medical LWOP may be for up to ninety (90) days. Medical LWOP may be extended in 30-day increments to a total of 365 calendar days of Medical LWOP. Each extension application must be supported by an updated doctor certificate.
- (c) An employee on Medical LWOP will be otherwise subject to the provisions set forth in Paragraph (1) regarding LWOP generally.
- (d) The limit of 365 total calendar days of Medical LWOP will be applied during a rolling three-year period. For

example, an employee who is on Medical LWOP for 210 calendar days in Year 1 and 155 calendar days in Year 2 is not entitled to any additional Medical LWOP until three years following commencement of the Year 1 Medical LWOP.

(3) Maternity Leave

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

(4) Educational Leave

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

(5) Court Leave

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

expense money and/or transportation fees, received for jury duty or witness duty. An employee who is called for jury duty and is otherwise entitled to court leave shall not be required to report to work on the days the employee is on jury duty even though the jury duty does not overlap the employee's normal working hours.

(6) Funeral Leave

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

(7) Military Leave

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

(8) Administrative Leave

Employees may be granted administrative leave, at the discretion of the Authority for participation in activities away from the workplace which the Authority deems is of benefit to the Authority, or for other circumstances, not covered by other leave provisions of this Agreement, including weather emergencies or unscheduled federal administrative days. Administrative leave shall not be

charged against annual leave. The Authority shall have discretion to determine whether administrative leave shall be with or without pay in appropriate circumstances.

ARTICLE XV – SICK LEAVE

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

statement by the doctor and approval by the Director of the Office of Human Resource Management and services.

- (4) Sick leave may be accumulated in an unlimited amount. Accumulated sick leave may be credited in increments of full months (22 days) toward credited service for pension purposes after an employee has attained eligibility for normal retirement.
- (5) Employees who suffer on the job injuries and who must miss time from work because of such injuries will be extended sick leave from the date of such injury until commencement of Workers Compensation insurance or until either the WMATA medical officer or the Workers Compensation carrier determines that the injury is not covered by Workers Compensation. In lieu of extending sick leave, the Authority may, at its discretion, grant disability leave without charge to sick or annual leave. If the employee does not have adequate sick leave to cover the period between injury and receipt of insurance, it will be advanced by the Authority. In the event sick leave is advanced under this section, the employee must reimburse the Authority for the advanced sick leave through deductions from accrued sick leave following the employee's return to work and the Authority may require the employee to reimburse the Authority from the proceeds of any retroactive Workers Compensation award. Employees using their own sick leave may replenish it at their discretion.

The maximum period of disability leave or sick leave advance shall be ninety (90) days for one injury. Except for voluntary use of accrued sick leave, there shall be no duplication of compensation or insurance under this section. All payments of Disability Leave are accepted in lieu of any

corresponding Workers Compensation entitlements and the acceptance of Disability Leave payments shall constitute a waiver by the receiving employee of any rights he or she may have against the Authority equivalent to the waiver resulting from receipt of Workers Compensation benefits.

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

ARTICLE XVI – ANNUAL LEAVE

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

work day per pay period. Employees with more than three (3) but less than fifteen (15) years of service earn annual leave at the rate of twenty-one (21) work days per year. Employees with more than fifteen (15) years of service will earn leave at a rate of twenty-seven (27) work days per year. Part-time employees will earn leave at the rates specified above except work days shall be interpreted to mean the equivalent number of normally scheduled daily hours.

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

ARTICLE XVII – TRANSFER OF LEAVE

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

the transfer shall be determined by multiplying the employee's accumulated leave hours by 1.07 rounded to the nearest hour. When an employee transfers from a L2TS position to a L2TA position, the employee's accumulated leave following the transfer shall be determined by multiplying the employees' accumulated leave hours by .94 rounded to the nearest hour.

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

ARTICLE XVIII – INSURANCE

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

- (a) Health Insurance – The Authority shall provide a choice between an HMO or the United Healthcare PPO in effect July 1, 2021 or its equivalent. The percentage of employee premium obligation shall be determined in accordance with subsection (c) below and Appendix F. For employees enrolled in the Aetna High Option plan on May 14, 1997, the Authority will continue to provide the choice of an equivalent to this plan, provided that an employee who leaves the plan may not re-enroll in the plan and provided that the employee contribution percentage shall be computed in accordance with subsection (c) below and Appendix F.

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

1. Second Surgical Opinion
2. Pre-Certification Review
3. Well Person Physical (not to exceed \$400 per physical) as follows:
 - 0-49 years of age biennially
 - 50 years of age or more annually
4. Hearing Prosthetics

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

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

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

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

Coverage shall continue at existing levels.

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

- (c) Health Benefit Premium Sharing. Effective as of the date such change can be implemented by the Authority’s Benefits Office (but not earlier than July 1,

2021), Appendix F shall reflect that the employee share (including both full-time and part-time employees) will be twenty-five percent (25%) for all plan offerings.

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

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

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

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

1. No two (2) year mental disability limitation
Because this limitation does not apply, the cost of providing benefits to employees represented by Local 2 is greater than the cost of coverage for

other employees covered by the LTD policy. Local 2 has agreed that the Authority has the right and the power (under the terms of the collective bargaining agreement) to charge employees represented by Local 2 for the additional cost of unlimited mental disability benefits. The Authority has agreed that any additional premium cost imposed with respect to this coverage will be allocated between the employees and the Authority in accordance with the ratio now in effect for other LTD coverage.

2. Monthly benefit cap - \$4,000

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

- (2) Effective January 1, 2023, employees may only elect pre-tax treatment for employee medical and dental premiums.
- (3) The Authority will pay \$1,000 annual cash bonus commencing in the 1994-1995 contract year to each employee who declines to participate in the Authority's health insurance.

(4) Health Benefit Premium Gainsharing Credit

If (a) the independently generated Customer Satisfaction Survey Scores randomly produced for the Authority match or exceed the goal of 87% for FY07 for respondents rating the service provided by the Authority as satisfied as opposed to neutral or dissatisfied, and (b) the Authority as satisfied as opposed to neutral or dissatisfied, and (c) the Authority FY07 operating budget surplus exceeds \$10,200,000, then the Authority will provide each full-time employee participating in a Local 2 Health Plan with a credit of the

lesser of \$500 or the required employee contribution for 2008. The credit would be applied to the employee share of health benefit premiums for the 2008 plan year (with an equal portion of the credit applied to each payroll period for 2008). If the FY07 surplus is between \$5,100,000 and \$10,200,000, and the above-mentioned goal is met, the credit will be up to \$250.

ARTICLE XIX – PENSION

- (1) The Washington Metropolitan Area Transit Authority Retirement Plan effective October 1, 1967, as amended, and in effect as of the date of this Agreement, shall be maintained in full force and effect by the Authority for the duration of this Agreement except as set forth below. The Plan shall cover only full-time regular employees.
Said Pension Plan as it applies to members of the bargaining unit covered by this Agreement, shall be subject to the terms of this Agreement. Plan trustees shall not be permitted to make any substantive changes in Plan provisions or in currently effective administrative rules and regulations, affecting the bargaining unit, unless and until such changes are agreed upon (or arbitrated) by the Authority and the Union.
- (2) The Authority agrees that the Union may appoint two (2) of the five (5) trustees to serve on the Board of Trustees of the WMATA/Local 2 Retirement Plan and that such appointees may either be employees or retirees in the plan.
- (3) The Authority has established a defined contribution plan (“DCP”). The DCP shall apply to all employees hired after the effective date of the DCP, to long-term temporary employees employed on the effective date of the DCP, and

to regular part-time employees employed on the effective date of the DCP. Participation in the existing defined benefit Retirement Plan shall be limited to full-time regular employees hired before January 1, 1999. The DCP has replaced the prior deferred compensation benefit for long-term temporary employees. The Authority shall contribute four percent (4%) of base salary to the DCP and shall contribute an additional amount not to exceed 3% of base salary to the DCP matching the funds deferred by the employee under the Authority's deferred compensation plan. Authority contributions to the DCP shall be subject to three-year cliff vesting; employees shall receive Authority date-of-hire service credit for vesting purposes.

There are two benefit plans, a DCP plan - a "401(a)" plan and a "457" plan. Authority contributions are made to the 401(a) plan and employee contributions are made to the 457 plan. Each plan is "trusted". With regard to the 401(a) trust, the Authority appoints two trustees, Local 2 appoints one trustee, and non-represented employees elect one trustee. If the trustees are divided equally with regard to an issue, the dispute will be resolved as follows: (1) the trustees obtain an opinion from Plan counsel; (2) if the trustees remain equally divided, the trustees submit the dispute to arbitration. Employee disputes will be resolved as follows: (1) the employee submits the issue to the administrator; (2) the employee appeals the administrator's decision to the trustees; (3) the trustees' decision is final unless the trustees split equally in which case the dispute becomes a trustee dispute. With regard to the 457 trust, the Authority served as the initial trustee and appointed a bank or comparable entity to act as corporate trustee.

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

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

- (4) Upon retirement, employees hired prior to January 1, 2010, shall be eligible for Health Insurance benefits received by retired non-represented Authority employees. Employees who participate in the DCP will qualify for health and life insurance benefits upon leaving the Authority, if employee has at least ten (10) years of service and is at least age sixty (60) at time of retirement, or employee has five years of service and is at least age sixty-five (65) at time of retirement. Unpaid sick leave will not constitute Authority service for this purpose.

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

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

- (5) The Washington Metropolitan Area Transit Authority Retirement Plan will contain the following provisions:
- (a) The early retirement reduction factor shall not exceed 0.166667% per month approximately 2% per year) from the earlier of the current Rule of 83 eligibility date or age 65, provided the employee must be at least age 55 at retirement.
 - (b) The retirement-through-age-65 benefit supplement will be provided to all retirees, provided the employee must be at least age 55 at retirement.
 - (c) The vesting requirement will be five-year cliff vesting for employees.
 - (d) The cost of living benefit adjustment will be 80% of CPI-W.
 - (e) Pension service credit will be eliminated for time that an employee is on leave without pay (LWOP) in excess of 90 consecutive days for purposes other than workers compensation and Local 2 leave.
 - (f) The provisions specifying plan participation will accommodate employees working alternate work schedules.
 - (g) The minimum age for an unreduced retirement benefit under Rule 83 will be lowered to age fifty-five (55) from age sixty (60).
 - (h) The normal retirement will be determined as follows:
 - (1) For the Participant's first twenty (20) years of Credited Service.
 - a. one and six-tenths percent (1.6%) of the Participant's Final Average Earnings, up to the

- Participant's Social Security Breakpoint multiplied by the number of years of Credited Service up to and including 20 years, plus
- b. two and one-half percent (2.5%) of the Participant's Final Average Earnings greater than his Social Security Breakpoint multiplied by the number of years of Credited Service up to and including 20 years, plus
- (2) For the Participant's years of Credited Service greater than (20), one and six-tenths percent (1.6%) of the Participant's Final Average Earnings Multiplied by the number of years of Credited Service greater than 20 years.
- (i) The changes in (5)(g) and (h) above are contingent upon restructuring of the WMATA Retirement Plan to create a separate plan for employees represented by Local 2 by transferring the employees represented by Local 2 to a new plan. The new plan will receive the liabilities for all employees represented by Local 2 (current, terminated, vested, retirees, beneficiaries), along with assets equal to the fair market value of the Plan assets on the date of transfer times the ratio of the actuarial accrued liability for the employees represented by Local 2 (current, terminated, vested, retirees, beneficiaries) as of the transfer date over the total actuarial accrued liability under the Plan on such date. The asset and liability figures would be computed by the plan actuary (William M. Mercer, Inc.) based on (1) the actuarial cost method, factors and assumptions used in determining plan costs under the most recent Actuarial Valuation Report and (2) the terms of the

Pension Plan as of the date of transfer (including the modifications required by the new collective bargaining agreement). The new plan for employees represented by Local 2 will also allow the Authority to use the actuarial surplus in the plan (i.e., the fair market value of plan assets over the actuarial accrued liability) to pay the Authority's share of the cost of ancillary or other benefits (such as death benefits, disability benefits and retiree medical benefits) for the employees represented by Local 2 (current, terminated vested retirees, beneficiaries) to the maximum extent permitted for qualified retirement plans under existing provisions of the Internal Revenue Code) (but including, for this purpose any extension of the provisions of Section 420 of the Internal Revenue Code) (that is the Authority could use surplus plan assets to fund the Authority's share of benefits currently provided outside of the plan by amending the terms of these benefits and the plan document to provide that such benefits will be provided within the confines of the new plan).

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

the Authority's share of benefits for employees represented by Local 2 – current, terminated vested, retirees, beneficiaries.

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

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

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

ARTICLE XX- GRIEVANCE AND ARBITRATION

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

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

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

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

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

Step 2: The grievant or the Union shall file a written grievance with the Office Director responsible for the grievable action. This written grievance shall be filed within twenty (20) working days of the original grievable action or the date the grievant reasonably would have been expected to know of the events outlined in the grievance. This time limit may be extended by written agreement of the employee or the Union and the supervisor or Office Director. The written grievance shall contain a brief statement of facts describing the complaint, a statement of the provisions of this Agreement alleged to be violated, and a statement of relief requested. The written Step 2 grievance shall be in a standard format designed by Local 2. The Office Director (or

designee) shall meet with the grievant and the appropriate area Shop Steward, or another steward if the area steward is unavailable, within ten (10) working days of receipt of the written grievance. The Office Director (or designee) will issue a written decision within ten (10) working days of the Step 2 meeting.

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

Step 4: Any grievance that has been properly processed through the grievance procedure specified in this Article and which has not been settled by Step 3 may be appealed to final and binding arbitration. Arbitration must be demanded by written notice from the Union to the LABR Director (or designee) within thirty (30) calendar days after receipt of the Step 3 answer. If arbitration is not requested within this time frame, it shall be deemed to have been waived and the grievance will be considered resolved at the Step 3 disposition.

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

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

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

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

- (4) Notwithstanding any of the above provision, the Authority and the Union recognize the right of the employee(s) to settle his or her grievance directly, provided that the terms of settlement are not inconsistent with the provisions of this Agreement. The settlement of any grievance which has been reduced to writing must be confirmed in writing to the grievant with a copy provided simultaneously to the Union.
- (5) Upon receipt of a timely demand for arbitration, the parties shall promptly appoint their partisan arbitrators. The respective arbitrators shall attempt promptly to select a

mutually agreeable neutral to serve as chairman of a three person Board of Arbitration. In the event the two partisan arbitrators are unable to agree upon the selection of a neutral arbitrator within ten (10) working days, either party may request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to furnish a list of not more than seven (7) arbitrators, one of whom may be designated by the parties to act as the chairman of the Board of Arbitration; if the parties cannot agree upon an arbitrator from the list, selection shall be made by the partisan arbitrators by alternately striking names from the list until only one name remains. The final name remaining shall be chairman of the Board of Arbitration.

- (6) The jurisdiction and authority of the Board of Arbitration on contract grievances and the Board's opinion and award shall be confined exclusively to the specific provision or provisions of the agreement at issue between the Union and the Authority. Except as provided in Section 7, the Board shall have no authority to add to, alter, amend or modify any provision of this Agreement. A decision of a majority of the Board of Arbitration shall be final and binding. Either party may request an Executive Session within five (5) working days from receipt of a proposed award from the Board chairman. All members of the Board shall either subscribe to the majority award or may file a written dissent, provided that such dissent must be submitted within five (5) working days from the date of any Executive Session of the Board of Arbitration at which a majority award is designated.
- (7) Disputes over contract issues or other circumstances existing as of the date of execution of this agreement shall be subject to the exclusive recourse set forth in Section (6) above.

Disputes not covered by this agreement concerning the wages, hours or working conditions of unit employees, including allegations of discrimination based on anti-union animus, shall first be subject to collective bargaining between the parties. Either party may invoke interest arbitration by declaring that no agreement has been achieved by negotiation. Such disputes shall be resolved in accordance with the procedure for arbitration established in Sections 5 and 6 above but shall not be subject to the jurisdictional or remedial limitations of Section 6.

- (8) The Union and the Authority shall each bear their own expenses in the arbitration proceeding, except that they shall share equally the fee and other expenses of the hearing and the chairman of the Board of Arbitration in connection with the grievance submitted to the Board.

ARTICLE XXI – NO STRIKE

- (1) During the life of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sit-down, sit-in, slowdown, cessation or stoppage of work, mass absenteeism, boycott, picketing, or refuse to faithfully and properly perform in whole or in part, any customarily assigned duties for the Authority, or conduct any other interference with or interruption of work at any of the Authority's operations including the recognition of and refusal to cross any picket line erected at Authority premises, and the Authority agrees that there shall be no lockout.
- (2) In the event of an unauthorized strike, slowdown, or stoppage of work, the Authority agrees that there will be no

liability on the part of the Union provided the union promptly and publicly disavows such unauthorized strike, showdown, or stoppage of work, orders the employees to return to work, utilizes all best efforts to ensure the return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the Authority, in writing, within twenty-four (24) hours after the commencement of such job action, what measures it has taken to comply with provisions of this Article.

- (3) The Authority shall have the right to discipline, by way of suspension, discharge or otherwise, any person who participates in any violation of this Article.

ARTICLE XXII – MISCELLANEOUS

- (1) Savings and Separability

It is not the intention of the Authority or the Union to violate any applicable laws or regulations by the enactment of this Agreement or in the application of its terms. In the event any provision of this Agreement is determined by a final judicial order to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect. The Authority and the Union agree that if and when any provision of this Agreement or the Agreement itself is finally determined to be illegal or void, they will enter into negotiations promptly concerning the substance affected by such decision for the purpose of achieving conformity with the applicable law or regulation and the intent of the parties hereto.

- (2) The Authority shall recognize a joint labor management committee consisting of three (3) representatives of the

Union and three (3) representatives of the Authority to meet quarterly to discuss problems and conditions that can affect the morale and well-being of the employees.

(3) Educational Assistance

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

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

- (4) Employees required to wear a uniform by the Authority during their ordinary course of duty will be provided a semi-annual uniform allowance of \$95.00 dollars. The uniform

allowance will be provided in the first pay period following January 1 and July 1 of each year. Training employees will be provided one set of clean coveralls to carry with them in case of emergency service. The employee may exchange coveralls soiled in the line of duty for clean coveralls.

- (5) Active employees and employees who retire from active employment shall be provided a transit pass. Long temporary employees who “retire” at (1) age 60 with ten (10) years of service or (2) age 65 with five (5) years of service shall be provided a transit pass.
- (6) The Authority and the Union shall share the cost of printing copies of this Agreement for representatives of the Union, for representatives of management, and for distribution among bargaining unit employees. The Union shall be responsible for distribution among the bargaining units. The Authority will allow the Union to use Authority channels for the distribution of the contract to the employees.
- (7) Confidential Personnel File Data
If the Authority chooses to solicit and maintain information relating to confidential pre-employment inquiries, the information will be placed under seal at the conclusion of the employee’s probationary period. Such information will be exempt from employee review pursuant to Article IX, provided that the information is not used in conjunction with any post-probationary employment or promotion decision at the Authority. In the event such information is used following the probationary term, the information will be disclosed, upon request, to the employee but the source of such information must remain confidential.
- (8) The Authority will extend provisions of the Policy Instruction regarding indemnification to Local 2 employees.

- (9) Local 2 will maintain a depository at WMATA Headquarters located at 300 7th St. SW, Washington DC 20024 for receipt of official documents. The placing of a document in the depository constitutes deliver to Local 2.
- (10) Any employee required to work outside the ordinary work day, off WMATA premises, on Authority business during the evening meal hour shall be entitled to reimbursement for meal expenses including gratuity, upon submission of receipts, total not to exceed \$15.00, provided that the working assignment has been reviewed, in advance, with the employee's supervisor. Employees required to attend a public hearing outside the ordinary work day and during meal hours will also be entitled to reimbursement for meal expenses not to exceed \$15.00 including gratuity, upon submission of receipts. Employees requesting meal allowance under this condition should advise their supervisor in advance of the meeting date, wherever possible.

ARTICLE XXIII – DURATION

This Agreement shall be in full force and effect through June 30, 2025 and shall continue in effect from year-to-year thereafter, unless either party gives notice, in writing, at least 150 calendar days prior to any expiration date of an intent to modify the Agreement. Bargaining over such changes shall commence no later than the last day of March prior to the contract's expiration date, provided, that either party has submitted a timely written statement of its desire to open negotiations regarding changes to the contract.

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

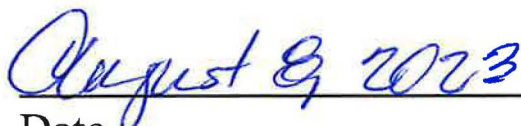
**OFFICE AND PROFESSIONAL
EMPLOYEES
INTERNATIONAL UNION
LOCAL NO. 2, AFL-CIO**



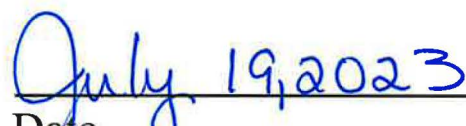
Randy Clarke
CEO & General Manager



Michael Spiller
1st Vice President




Date



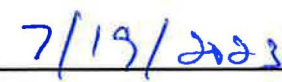
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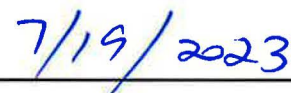
Michael D. Levy, Esq.
VP & Chief Labor & Employee
Relations Officer



Edith Lowden
Chief Steward



Date



Date

APPENDIX A

OPEIU LOCAL 2 SHOP STEWARDS

Last Name	First Name	Location	Phone Number
Lowden	Edith	Chief Steward	202-604-7357
McClary	Bryant	Asst. Chief Steward	202-962-1177
Palmore	Darwin	Asst. Chief Steward	301-955-2165
Basava	Venkata	IT/1313 L street	202-962-2083
Carrington	Michael	CSVC/PG Plaza	301-562-4678
Davis	Deborah	JDAC/CTF	202-557-5288
Jones	Brenda	RISS/Brentwood	202-962-5632
Loewenthal	Michael	IT/JGB	860-468-9463
Weldegebriel	Yonathan	IRPG/Landover	301-955-4085

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

Effective Date: July 1, 2021

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	25,551.938	27,202.086	28,896.835	30,636.183	31,786.513	32,929.166	34,090.266	35,232.920	36,246.381	37,472.075	38,596.266
2	27,658.839	29,439.705	31,275.940	33,150.620	34,396.306	35,638.916	36,889.218	38,130.290	39,374.439	40,557.068	41,773.537
3	29,452.015	31,351.297	33,299.793	35,299.043	36,632.389	37,950.356	39,277.552	40,609.354	41,930.399	43,185.316	44,480.209
4	31,254.408	33,258.275	35,331.337	37,453.618	38,862.319	40,257.182	41,667.422	43,074.589	44,481.748	45,819.706	47,193.034
5	33,252.121	35,386.704	37,585.878	39,841.954	41,333.702	42,831.597	44,501.738	45,816.633	47,328.368	48,747.842	50,210.367
6	35,245.218	37,502.831	39,835.804	42,237.975	43,811.232	45,402.939	46,986.964	48,569.445	50,162.691	51,668.278	53,218.467
7	37,285.991	39,688.162	42,158.006	44,686.286	46,373.351	48,040.412	49,727.469	51,394.536	53,083.135	54,673.302	56,312.688
8	39,331.376	41,870.418	44,480.209	47,149.977	48,935.462	50,696.335	52,472.592	54,228.858	55,998.959	57,681.402	59,411.521
9	42,074.957	44,790.865	47,569.816	50,436.435	52,334.176	54,227.319	56,123.529	58,010.508	59,903.648	61,702.973	63,553.043
10	44,804.705	47,699.000	50,665.576	53,719.816	55,732.901	57,747.530	59,763.704	61,787.556	63,806.797	65,716.845	67,688.411
11	47,914.303	51,003.911	54,179.645	57,444.571	59,594.533	61,744.494	63,899.067	66,064.407	68,212.832	70,261.293	72,369.731
12	51,017.756	54,299.595	57,693.711	61,164.710	63,459.237	65,753.756	68,051.354	70,352.029	72,631.169	74,811.891	77,055.664
13	54,404.172	57,915.162	61,519.959	65,227.802	67,665.348	70,116.732	72,571.194	75,016.433	77,452.437	79,779.257	82,172.205
14	57,789.054	61,523.037	65,344.679	69,286.271	71,886.833	74,481.244	77,080.269	79,685.443	82,275.245	84,737.391	87,281.050
15	61,363.100	65,321.610	69,383.158	73,566.206	76,317.482	79,081.058	81,836.943	84,592.833	87,354.871	89,975.426	92,674.410
16	64,932.527	69,114.030	73,421.645	77,843.060	80,749.661	83,673.172	86,590.541	89,510.982	92,440.650	95,216.533	98,072.382
17	69,097.115	73,544.676	78,118.341	82,821.190	85,929.249	89,035.780	92,139.224	95,259.593	98,361.501	101,317.315	104,356.179
18	73,247.860	77,973.780	82,824.265	87,808.546	91,104.228	94,399.918	97,695.600	100,992.824	104,290.042	107,416.561	110,639.964
19	77,841.518	82,859.633	88,017.696	93,315.706	96,825.155	100,320.770	103,822.529	107,336.592	110,827.584	114,152.491	117,575.821
20	82,432.101	87,747.032	93,212.672	98,824.403	102,532.245	106,243.155	109,957.150	113,669.599	117,360.520	120,882.273	124,510.136
21	87,564.018	93,220.358	99,714.844	104,985.168	108,919.076	112,863.749	116,820.725	120,754.625	124,676.229	128,413.291	132,265.689
22	92,709.783	98,693.685	104,831.379	111,145.930	115,310.521	119,488.949	123,670.455	127,836.585	131,991.944	135,953.529	140,033.543
23	98,416.870	104,774.481	111,288.952	117,992.593	122,421.692	126,846.187	131,276.833	135,710.546	140,273.448	144,481.101	148,814.857
24	104,136.258	110,858.348	117,749.601	124,834.633	129,522.105	134,211.109	138,880.124	143,570.672	148,248.916	152,691.855	157,273.215
25	110,592.706	117,731.566	125,050.076	132,574.380	137,552.476	142,532.198	147,490.692	152,472.054	157,440.349	162,158.750	167,024.154
26	117,007.083	124,559.996	132,302.981	140,263.694	145,530.520	150,799.065	156,045.152	161,315.433	166,571.889	171,563.957	176,711.555

APPENDIX B

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

Effective Date: July 1, 2021

	Minimum	Midpoint	Maximum	Longevity
TS-01	65,572.285	76,559.695	87,547.106	90,173.519
TS-02	69,632.298	81,289.456	92,946.616	95,735.014
TS-03	73,684.621	86,012.297	98,339.974	101,290.173
TS-04	78,398.235	91,524.842	104,651.448	107,790.991
TS-05	83,121.077	97,038.924	110,956.771	114,285.474
TS-06	88,328.350	103,124.329	117,920.309	121,457.918
TS-07	93,544.851	109,215.118	124,885.384	128,631.945

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

APPENDIX C

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2022 SALARY SCHEDULE TA (LOCAL 2)

Effective Date: July 1, 2022

1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity	
GRADE	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	26,701.775	28,426.180	30,197.193	32,014.812	33,216.906	34,410.979	35,624.328	36,818.401	37,877.468	39,158.319	40,333.098
2	28,903.487	30,764.492	32,683.358	34,642.398	35,944.140	37,242.667	38,549.233	39,846.153	41,146.288	42,382.136	43,653.346
3	30,777.355	32,762.106	34,798.283	36,887.500	38,280.846	39,658.122	41,045.042	42,436.775	43,817.267	45,128.655	46,481.818
4	32,660.856	34,754.897	36,921.248	39,139.031	40,611.123	42,068.755	43,542.456	45,012.945	46,483.426	47,881.592	49,316.720
5	34,748.467	36,979.105	39,277.242	41,634.842	43,193.718	44,759.019	46,504.317	47,878.382	49,458.145	50,941.495	52,469.834
6	36,831.253	39,190.459	41,628.415	44,138.684	45,782.738	47,446.071	49,101.378	50,755.070	52,420.012	53,993.351	55,613.298
7	38,963.861	41,474.130	44,055.117	46,697.169	48,460.152	50,202.231	51,965.206	53,707.290	55,471.876	57,133.601	58,846.759
8	41,101.288	43,754.587	46,481.818	49,271.726	51,137.558	52,977.670	54,833.858	56,669.157	58,518.912	60,277.065	62,085.040
9	43,968.330	46,806.454	49,710.458	52,706.075	54,689.214	56,667.548	58,649.088	60,620.980	62,599.312	64,479.607	66,412.930
10	46,820.917	49,845.455	52,945.527	56,137.208	58,240.882	60,346.169	62,453.071	64,567.996	66,678.103	68,674.103	70,734.390
11	50,070.447	53,299.087	56,617.729	60,029.577	62,276.287	64,522.996	66,774.525	69,037.306	71,282.410	73,423.051	75,626.369
12	53,313.555	56,743.077	60,289.928	63,917.121	66,314.903	68,712.675	71,113.664	73,517.870	75,899.572	78,178.427	80,523.169
13	56,852.359	60,521.345	64,288.358	68,163.053	70,710.289	73,271.985	75,836.898	78,392.172	80,937.797	83,369.323	85,869.954
14	60,389.561	64,291.574	68,285.190	72,404.154	75,121.741	77,832.900	80,548.881	83,271.287	85,977.631	88,550.573	91,208.697
15	64,124.440	68,261.083	72,505.400	76,876.685	79,751.768	82,639.706	85,519.605	88,399.510	91,285.840	94,024.320	96,844.759
16	67,854.491	72,224.162	76,725.619	81,345.997	84,383.396	87,438.465	90,487.115	93,538.977	96,600.479	99,501.277	102,485.640
17	72,206.485	76,854.187	81,633.666	86,548.144	89,796.065	93,042.390	96,285.490	99,546.274	102,787.769	105,876.594	109,052.207
18	76,544.013	81,482.600	86,551.357	91,759.931	95,203.918	98,647.914	102,091.902	105,537.501	108,983.094	112,250.306	115,618.762
19	81,344.386	86,588.316	91,978.493	97,514.913	101,182.287	104,835.204	108,494.543	112,166.739	115,814.826	119,289.353	122,866.733
20	86,141.546	91,695.648	97,407.242	103,271.501	107,146.196	111,024.096	114,905.222	118,784.731	122,641.744	126,321.975	130,113.092
21	91,504.399	97,415.275	104,202.012	109,709.500	113,820.434	117,942.617	122,077.658	126,188.583	130,286.660	134,191.889	138,217.645
22	96,881.723	103,134.901	109,548.791	116,147.497	120,499.494	124,865.952	129,235.626	133,589.231	137,931.581	142,071.438	146,335.052
23	102,845.629	109,489.333	116,296.955	123,302.260	127,930.668	132,554.265	137,184.290	141,817.520	146,585.753	150,982.751	155,511.526
24	108,822.390	115,846.974	123,048.333	130,452.191	135,350.600	140,250.609	145,129.730	150,031.352	154,920.117	159,562.988	164,350.509
25	115,569.378	123,029.486	130,677.330	138,540.227	143,742.337	148,946.146	154,127.773	159,333.296	164,525.164	169,455.894	174,540.241
26	122,272.402	130,165.196	138,256.615	146,575.560	152,079.393	157,585.023	163,067.184	168,574.627	174,067.624	179,284.335	184,663.575

APPENDIX C

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2022 SALARY SCHEDULE
TS (LOCAL 2)

Effective Date: July 1, 2022

	Minimum	Midpoint	Maximum	Longevity
TS-01	68,523.038	80,004.881	91,486.726	94,231.328
TS-02	72,765.752	84,947.482	97,129.214	100,043.090
TS-03	77,000.429	89,882.851	102,765.272	105,848.231
TS-04	81,926.156	95,643.459	109,360.763	112,641.586
TS-05	86,861.525	101,405.676	115,949.826	119,428.321
TS-06	92,303.126	107,764.924	123,226.723	126,923.525
TS-07	97,754.370	114,129.798	130,505.226	134,420.383

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

APPENDIX D

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 2023 SALARY SCHEDULE TA (LOCAL 2)

Effective Date: July 1, 2023

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10					3 years at step 10 required for Longevity
	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	27502.828	29278.965	31103.109	32975.256	34213.413	35443.308	36693.058	37922.953	39013.792	40333.068	41543.091
2	29770.592	31687.427	33663.858	35681.670	37022.464	38359.947	39705.710	41041.537	42380.677	43653.601	44962.947
3	31700.676	33744.969	35842.232	37994.125	39429.272	40847.866	42276.393	43709.878	45131.785	46482.515	47876.273
4	33640.682	35797.544	38028.885	40313.202	41829.457	43330.818	44848.729	46363.334	47877.929	49318.040	50796.222
5	35790.921	38088.478	40455.560	42883.888	44489.530	46101.789	47899.446	49314.733	50941.889	52469.740	54043.929
6	37936.191	40366.172	42877.267	45462.844	47156.220	48869.453	50574.419	52277.722	53992.612	55613.151	57281.697
7	40132.777	42718.354	45376.770	48098.084	49913.957	51708.298	53524.162	55318.509	57136.032	58847.609	60612.162
8	42334.327	45067.225	47876.273	50749.877	52671.685	54567.000	56478.874	58369.231	60274.480	62085.377	63947.591
9	45287.380	48210.648	51201.771	54287.257	56329.891	58367.575	60408.560	62439.610	64477.291	66413.995	68405.318
10	48225.545	51340.819	54533.893	57821.324	59988.108	62156.554	64326.663	66505.036	68678.446	70734.326	72856.422
11	51572.561	54898.059	58316.261	61830.464	64144.575	66458.686	68777.761	71108.425	73420.882	75625.742	77895.160
12	54912.962	58445.369	62098.626	65834.635	68304.350	70774.056	73247.074	75723.406	78176.559	80523.779	82938.864
13	58557.930	62336.985	66217.008	70207.944	72831.597	75470.144	78112.005	80743.937	83365.931	85870.403	88446.052
14	62201.248	66220.321	70333.746	74576.278	77375.393	80167.887	82965.348	85769.426	88556.960	91207.091	93944.958
15	66048.173	70308.915	74680.562	79182.986	82144.321	85118.897	88085.193	91051.496	94024.415	96845.049	99750.102
16	69890.125	74390.887	79027.388	83786.377	86914.898	90061.619	93201.729	96345.146	99498.493	102486.315	105560.209
17	74372.680	79159.812	84082.676	89144.588	92489.947	95833.662	99174.054	102532.663	105871.402	109052.892	112323.773
18	78840.334	83927.078	89147.898	94512.729	98060.036	101607.352	105154.659	108703.626	112252.587	115617.815	119087.325
19	83784.718	89185.966	94737.847	100440.360	104217.756	107980.260	111749.379	115531.741	119289.270	122868.034	126552.735
20	88725.792	94446.518	100329.459	106369.646	110360.582	114354.819	118352.379	122348.273	126320.996	130111.635	134016.485
21	94249.531	100337.733	107328.072	113000.785	117235.047	121480.896	125739.988	129974.241	134195.259	138217.646	142364.174
22	99788.175	106228.948	112835.254	119631.922	124114.479	128611.930	133112.694	137596.908	142069.529	146333.581	150725.103
23	105930.998	112774.013	119785.864	127001.327	131768.588	136530.893	141299.819	146072.046	150983.326	155512.233	160176.872
24	112087.062	119322.383	126739.783	134365.757	139411.118	144458.127	149483.622	154532.293	159567.721	164349.878	169281.025
25	119036.459	126720.371	134597.650	142696.434	148054.607	153414.531	158751.606	164113.295	169460.919	174539.570	179776.448
26	125940.574	134070.152	142404.313	150972.827	156641.775	162312.574	167959.199	173631.866	179289.653	184662.865	190203.482

APPENDIX D

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2023 SALARY SCHEDULE
TS (LOCAL 2)

Effective Date: July 1, 2023

	Minimum	Midpoint	Maximum	Longevity
TS-01	70,578.729	82,405.027	94,231.328	97,058.268
TS-02	74,948.724	87,495.906	100,043.090	103,044.383
TS-03	79,310.442	92,579.336	105,848.231	109,023.678
TS-04	84,383.941	98,512.763	112,641.586	116,020.833
TS-05	89,467.371	104,447.846	119,428.321	123,011.170
TS-06	95,072.220	110,997.872	126,923.525	130,731.231
TS-07	100,687.001	117,553.692	134,420.383	138,452.995

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

APPENDIX E

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

2024 SALARY SCHEDULE

TA (LOCAL 2)

Effective Date: July 1, 2024

GRADE	1 year of satisfactory service required to reach steps 2-5					2 years of satisfactory service required to reach steps 6-10				3 years at step 10 required for Longevity	
	1	2	3	4	5	6	7	8	9	10	LONGEVITY
1	28327.913	30157.334	32036.202	33964.514	35239.816	36506.607	37793.850	39060.642	40184.206	41543.060	42789.384
2	30663.710	32638.050	34673.774	36752.120	38133.138	39510.746	40896.882	42272.783	43652.097	44963.209	46311.835
3	32651.696	34757.318	36917.499	39133.948	40612.150	42073.302	43544.685	45021.174	46485.738	47876.990	49312.561
4	34649.902	36871.470	39169.751	41522.598	43084.341	44630.742	46194.191	47754.234	49314.267	50797.581	52320.108
5	36864.649	39231.133	41669.226	44170.404	45824.216	47484.843	49336.430	50794.175	52470.146	54043.832	55665.247
6	39074.276	41577.157	44163.586	46826.730	48570.907	50335.537	52091.651	53846.054	55612.390	57281.546	59000.148
7	41336.760	43999.904	46738.073	49541.027	51411.376	53259.547	55129.887	56978.064	58850.113	60613.037	62430.527
8	43604.357	46419.242	49312.561	52272.374	54251.835	56204.010	58173.240	60120.308	62082.714	63947.938	65866.019
9	46646.001	49656.967	52737.824	55915.875	58019.787	60118.602	62220.817	64312.798	66411.610	68406.415	70457.477
10	49672.311	52881.043	56169.910	59555.964	61787.751	64021.251	66256.463	68500.187	70738.799	72856.355	75042.114
11	53119.737	56545.001	60065.749	63685.378	66068.913	68452.447	70841.094	73241.678	75623.509	77894.515	80232.014
12	56560.351	60198.730	63961.585	67809.674	70353.480	72897.277	75444.487	77995.108	80521.856	82939.493	85427.030
13	60314.668	64207.095	68203.518	72314.183	75016.545	77734.249	80455.365	83166.255	85866.909	88446.515	91099.434
14	64067.285	68206.931	72443.758	76813.567	79696.655	82572.924	85454.308	88342.509	91213.668	93943.303	96763.307
15	68029.618	72418.183	76920.979	81558.475	84608.651	87672.464	90727.749	93783.040	96845.147	99750.401	102742.605
16	71986.829	76622.613	81398.210	86299.969	89522.345	92763.468	95997.781	99235.500	102483.448	105560.905	108727.015
17	76603.860	81534.607	86605.157	91818.926	95264.646	98708.671	102149.276	105608.643	109047.544	112324.479	115693.486
18	81205.544	86444.891	91822.335	97348.110	101001.837	104655.572	108309.299	111964.735	115620.164	119086.350	122659.945
19	86298.260	91861.545	97579.983	103453.571	107344.289	111219.668	115101.860	118997.693	122867.948	126554.075	130349.317
20	91387.566	97279.913	103339.343	109560.735	113671.399	117785.464	121902.950	126018.721	130110.626	134014.984	138036.980
21	97077.017	103347.865	110547.914	116390.809	120752.099	125125.323	129512.187	133873.468	138221.117	142364.175	146635.099
22	102781.820	109415.816	116220.312	123220.880	127837.914	132470.288	137106.075	141724.815	146331.615	150723.589	155246.857
23	109108.928	116157.234	123379.440	130811.367	135721.645	140626.820	145538.813	150454.207	155512.826	160177.600	164982.178
24	115449.673	122902.054	130541.976	138396.730	143593.452	148791.871	153968.130	159168.262	164354.752	169280.374	174359.455
25	122607.553	130521.982	138635.579	146977.327	152496.246	158016.967	163514.154	169036.694	174544.747	179775.757	185169.742
26	129718.791	138092.257	146676.443	155502.012	161341.028	167181.951	172997.975	178840.822	184668.342	190202.751	195909.587

APPENDIX E

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
2024 SALARY SCHEDULE
TS (LOCAL 2)

Effective Date: July 1, 2024

	Minimum	Midpoint	Maximum	Longevity
TS-01	72,696.091	84,877.178	97,058.268	99,970.016
TS-02	77,197.186	90,120.783	103,044.383	106,135.714
TS-03	81,689.755	95,356.716	109,023.678	112,294.388
TS-04	86,915.459	101,468.146	116,020.833	119,501.458
TS-05	92,151.392	107,581.281	123,011.170	126,701.505
TS-06	97,924.387	114,327.808	130,731.231	134,653.167
TS-07	103,707.611	121,080.303	138,452.995	142,606.584

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

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

APPENDIX –F
Effective July 1, 2021 through June 30, 2025
INSURANCE PREMIUM PERCENTAGE OBLIGATIONS*

FULL-TIME EMPLOYEE:

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

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

	UHC PPO			UHC HMO			Kaiser HMO		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	25%	29%	32%	25%	29%	32%	25%	29%	32%
WMATA	75%	71%	68%	75%	71%	68%	75%	71%	68%

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

	UHC PPO			UHC HMO			Kaiser HMO		
	Single	1+1	Family	Single	1+1	Family	Single	1+1	Family
Employee	55%	60%	60%	50%	52%	55%	50%	52%	55%
WMATA	45%	40%	40%	50%	48%	45%	50%	48%	45%

APPENDIX G

COMPREHENSIVE DENTAL EXPENSE BENEFITS

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

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

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

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

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

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

Endodontics – Procedures for pulpal therapy and root canal filling.

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

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

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

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

Simple Extraction – Routine removal of teeth

Bridge Recementation – Recementation of existing bridge- work.

Complete Denture Adjustments – Adjustments to dentures

Oral Surgery – services are not covered under WMATA’s Dental Plan; however, they are covered under the CIGNA Medical Plan. For participants in the HMO Medical Plans (Kaiser and Optimum

Choice), coverage is through the Delta Dental Plan on an exception basis at 75%. Maximum benefit \$1,500 per person based on a calendar year. Contact the Benefits Office to arrange for exception based coverage.

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

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

APPENDIX H

LOCAL 2 - HEALTH AND WELFARE PLAN INCREASES

Plan Features	UHC PPO (In Network)	UHC PPO (Out of Network)	UHC HMO	Kaiser HMO
Annual Deductible	\$50 individual \$100 family	\$200 individual \$400 family	\$50 individual \$100 family	No deductible
Out of Pocket Max for Medical Expenses (Includes copays & deductibles)	\$1,000 individual \$2,000 family	\$2,000 individual \$4,000 family	\$1,000 individual \$1,850 family	\$2,250 individual \$4,500 family Includes Rx copays
Physician Services				
Office Visits	100% after \$15 copay	80% after deductible	100% after \$15 copay	100% after \$10 copay
Allergy Testing	100% after deductible	80% after deductible	100% after copay	100% after copay
Routine health assessment/preventive	100%	80% after deductible	100%	100%
Outpatient Services				
Urgent Care	100% after \$25 copay	100% after \$25 copay	100% after \$15 copay	100% after \$10 copay
Emergency Room	100% after \$50 copay	100% after \$50 copay	100% after \$50 copay	100% after \$150 copay
X-Ray and Lab	100% after deductible	80% after deductible	100% after deductible	100% (95% after deductible for MRI, CT, CAT)
Inpatient Services				
Hospital Inpatient	100% after deductible	80% after deductible	100% after deductible	100% after deductible
Prescription Drugs				
Retail (Up to 30-day Supply)				
Generic/Tier 1	100% after \$10 copay	80% after deductible	100% after \$10 copay	100% after \$10 copay
Preferred/Tier 2	100% after \$25 copay	80% after deductible	100% after \$15 copay	100% after \$10 copay
Non-Preferred/Tier 3	100% after \$45 copay	80% after deductible	100% after \$25 copay	100% after \$10 copay
Mail Order (Up to 90-day Supply)				
Generic/Tier 1	100% after \$20 copay	Not Available	100% after \$20 copay	100% after \$10 copay
Preferred/Tier 2	100% after \$50 copay	Not Available	100% after \$30 copay	100% after \$10 copay
Non-Preferred/Tier 3	100% after \$90 copay	Not Available	100% after \$50 copay	100% after \$10 copay
Out of Pocket Maximum for Rx	\$1,500 individual \$3,000 family	\$1,500 individual \$3,000 family	\$1,500 individual \$3,000 family	Included in max for medical expenses
Mental Health				
Outpatient	100% after \$15 copay	80% after deductible	100% after \$15 copay	100% after \$10 copay
Inpatient	100% after deductible	80% after \$200 copay and deductible	100% after deductible	100% after deductible
Employee Cost (per pay period)				
Employee	\$120.75	\$120.75	\$92.99	\$84.66
Employee +1	\$233.81	\$233.81	\$202.74	\$169.32
Family	\$370.67	\$370.67	\$232.48	\$245.52

LETTER OF UNDERSTANDING

May 26, 2023

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

Re: *Existing Letters of Understanding*

Dear Ms. Lowden:

This letter will confirm the parties' agreement to continue the letters of understanding (LOUs) identified below (copies of which are attached to this letter). These LOUs will remain in effect for the duration of the collective bargaining agreement effective from July 1, 2021, through June 30, 2025.


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

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

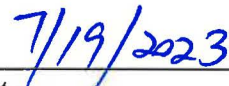
Sincerely,

Michael Levy
Vice President & Chief Labor Relations Officer

I Concur:



Edith Lowden
Chief Shop Steward
Local 2, OPEIU



Date

Attachments

LETTER OF UNDERSTANDING

July 14, 2006

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

Re: *Health Benefit Plan Analysis*

Dear Mr. O'Connor:

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

If you agree with the foregoing, please sign below.

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

I Concur:

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

LETTER OF UNDERSTANDING

August 21, 2006

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

Re: Article IV – Section 4 – Bulletin Boards

Dear Mr. O'Connor:

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

Sincerely,

Richard Froelke
Director, Office of Employee and Labor Relations

I Concur:

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

(Date)

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Article V – Management Rights Physical Examinations*

Dear Mr. O'Connor:

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

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

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Split Shifts*

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Promotion Pay Guarantees*

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: Article XVIII – Medical Insurance – Cost Containment

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

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

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Emergency Work*

Dear Mr. O'Connor:

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

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

I believe the foregoing represents the parties' understanding.

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: Eligibility for Awards

Dear Mr. O'Connor:

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

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

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

I believe the foregoing represents the parties' understanding.

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

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

Dear Mr. O'Connor:

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

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

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

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

I believe the foregoing represents the parties' understanding.

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: *Work at Home*

Dear Mr. O'Connor:

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

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

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: Market Adjustment Supplement

Dear Mr. O'Connor:

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

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

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

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

Sincerely,

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

I Concur:

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

LETTER OF UNDERSTANDING

August 7, 2002

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

Re: Family Medical Leave

Dear Mr. O'Connor:

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

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

Sincerely,

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

I Concur:

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