

Agreement
between
Washington Metropolitan Area
Transit Authority

and

Local 639
International Brotherhood of Teamsters
Law Enforcement Division
(Metro Special Police)

Effective October 1, 2021
through
September 30, 2026

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COLLECTIVE BARGAINING AGREEMENT

METRO SPECIAL POLICE

PREAMBLE

This Agreement, made and entered into this 1st day of October 2021, by the WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (hereinafter referred to as the "Authority") and **Local 639 TEAMSTERS', LAW ENFORCEMENT DIVISION** (hereinafter referred to as the "Union"), has as its purpose assisting the Authority in providing the best possible service to the public; the promotion of harmonious relationships among the Authority, its employees and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working conditions and other related economic conditions of employment.

ARTICLE 1 - RECOGNITION

The Authority recognizes the Union as the sole and exclusive collective bargaining agent of all employees of the Metro Special Police Unit of the Metro Transit Police Department (MTPD) holding the rank of Officer, excluding supervisors and clerical employees, for the purposes of negotiating wages, hours and working conditions.

ARTICLE 2 - UNION SECURITY

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing of the Union during the term of the Agreement. It shall also be a condition of employment that all current employees covered by this Agreement who become members shall remain members in good standing in the Union. All future employees covered by this Agreement shall within thirty (30) days of employment become members of the Union and shall remain members in good standing during the term of this Agreement.

ARTICLE 3 - CHECKOFF OF DUES

Section 1. The Authority shall deduct union dues and initiation fees from the wages of such members of the Union as individually and voluntarily certified to the Authority in writing that they authorize union dues deduction. A copy of the authorization form shall be attached to this Agreement and become a part thereof.

Section 2. Initiation fees to the Union shall be paid in twenty-five dollar (\$25.00) increments by payroll deduction per pay period until fully paid. Fees will be remitted to the Union on a monthly basis.

Section 3. The Union shall furnish to the Authority the Union members' individual written authorization for deducting said dues and a monthly itemized statement giving the names of employees (and amounts) from whose wages dues are to be deducted in an amount different from the regular standard monthly dues. The remittance is to be made to the Union by the Authority not later than the fifteenth (15th) day of each month.

Section 4. The Authority agrees to deduct from the paycheck of any employees covered by this Agreement voluntary contributions to Democratic, Republican, Independent Voter Education (DRIVE) set forth on the following form:

I subscribe, freely and voluntarily, the sum indicated below each week to DRIVE with the understanding that this voluntary contribution may be used by DRIVE for political purposes, including contributions to support candidates for local, state and federal offices. I understand my right to refuse to contribute without reprisal and that the amounts below serve merely as suggestions. I am free to subscribe more, less, or nothing, without benefit or disadvantage.

I further hereby authorize and request my employer to deduct from my earnings the sum indicated below each week, to be remitted to National DRIVE.

I reserve the right in accordance with the applicable state or federal laws to revoke this voluntary authorization at any time by giving written notice of such revocation to National DRIVE in accordance with such laws or otherwise.

DRIVE shall notify the Authority of the contributing employee by supplying a copy of the authorization. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Authority annually for the Authority's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

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

ARTICLE 4 - PROBATION

New employees shall be considered probationary employees for the first one hundred eighty (180) days of employment. Management has the right to extend the probationary period with thirty (30) days of written notice to the employee and the Union. Any extension of the probationary period shall not exceed three hundred sixty-five (365) days in total from the date of hire. The discharge or discipline of a probationary employee shall not be subject to the grievance provisions of this Agreement except in cases of alleged illegal discrimination.

ARTICLE 5 - GRIEVANCE PROCEDURE

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

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

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

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

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

Section 6. In processing grievances against the Authority, the following steps shall be followed in accordance with Sections 1-4:

Step 1. The aggrieved employee may file a written grievance, on "Teamsters Local 639 Grievance Form", with the Special Police Captain or designee within seven (7) days of the MTPD action or written notice of the disciplinary action giving rise to the grievance. The Special Police Captain or supervisor shall sign for and date receipt of the grievance on the grievance form. The written grievance shall contain a brief statement of facts describing the complaint, a statement of the provisions of the Agreement alleged to be violated, and a statement of the relief requested. Any documents used to support the disciplinary action taken shall be provided to the Union and the employee upon request. The Union and the Special Police

Captain or designee shall meet with the grievant within ten (10) days of the Authority's receipt of the grievance to try and resolve the issue. The Special Police Captain or designee shall give a written response to the Union and the employees named in the grievance within seven (7) days after the meeting.

Step 2. If the grievance is not settled in Step 1, the Union may serve written notice of intent to appeal the grievance with the Chief or his designee within seven (7) days after receipt of the Step 1 response. The parties shall meet within fourteen (14) days to try to resolve the grievance. The Chief or his designee shall give a written response to the Union and to employees named in the grievance within seven (7) days after the discussion.

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

Step 4. If the grievance is not settled at Step 3, the Union may invoke arbitration by serving notice of intent to appeal to the Authority together with a written statement of the specific provisions of this Agreement at issue. If the grievance is not appealed to Arbitration as provided in this Section within seven (7) days after the Authority's response at Step 3 of the aforesaid grievance procedures, it shall be considered settled in accordance with such response, and shall be final and binding upon the aggrieved employee and the Union.

Section 7. In processing grievances against the Union, the following steps shall be followed in accordance with Sections 1-4:

Step 1:

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

Step 2:

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

ARTICLE 6 - ARBITRATION

Section 1. The Union or the Authority may invoke arbitration as specified in Article 5, Section 6 or 7.

Section 2. The Authority and the Union will jointly select four arbitrators who will be placed on a permanent list of arbitrators and who will serve in rotation as the impartial arbitrator to hear grievances that are invoked into arbitration.

Section 3. The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's report shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall not have the authority to add to, detract from, alter, amend or modify any provision of this Agreement and the arbitrator's report shall be consistent with all applicable law and ordinances, except as modified by the Duration of Agreement clause. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Authority and the Union. The report of the arbitrator shall be rendered within thirty (30) days after the conclusion of the hearing, if possible. Either party may request an executive session with the arbitrator for the purpose of discussing the arbitrator's award; such request must be made within seven (7) days of receipt of the arbitrator's award; the arbitrator may modify his award following such executive session. The final written report of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee or employees, the Authority and the Union.

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

ARTICLE 7 - DISCIPLINE

Section 1. The grounds for discipline include:

- (a) Violation of any rules and regulations adopted by the Authority for the safe, convenient and orderly use of Transit facilities to include special operating procedures;
- (b) Violation of any rules and regulations established by MTPD in the form of General Orders, Special Orders, Memorandums and Training Procedures;
- (c) Violation of any regulations, rules, laws, ordinances of the signatories or any political subdivision thereof; and
- (d) Violation of any rules, regulations of signatory police agencies or any political subdivision thereof.

(e) The (a) - (d) includes those laws, ordinances, rules, regulations, procedures, etc., which presently exist or those subsequently enacted.

(f) Sleeping on duty is a terminable offense and the employee may be terminated on the first offense.

Section 2. In the case of interrogation involving criminal charges against the employee, such employee shall have the right to be represented by counsel.

Section 3. An employee's tour of duty or days off will not be changed for disciplinary reasons without the concurrence of the Chief of MTPD or his designee.

Section 4. An employee disciplinary counseling session, when warranted, regarding first time infractions of a minor nature (i.e., tardiness, soiled uniform, etc.) will, if possible, be conducted by the supervisor who initiated the corrective action.

Section 5. If an investigation exceeds ten (10) working days, the investigating supervisor will notify the employee in writing that the time of the investigation will extend past the ten (10) day period. The investigation will be completed as soon as possible, but if the investigation extends beyond thirty (30) working days, the Union will be notified and briefed of the reasons for the delay and any resulting discipline will be issued no later than seven (7) calendar days from the conclusion of the investigation.

ARTICLE 8 - CITIZEN COMPLAINT PROCEDURE

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

Section 2. All individual complaints received by MTPD against any employees shall be submitted in writing by the complainant and a copy provided to the employee involved. In cases where the complaint is submitted to the complaint sections of the Authority, then the complaint shall be reduced to written form and a copy provided to the employee. Such complaints will include the name of the complainant, if known, and the nature/details of the complaint.

Section 3. The Authority will notify an employee of allegations, accusations or charges within seven (7) days of the date MTPD received the allegations, accusation or charges.

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

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

Section 6. The Authority will advise the employee of what disciplinary actions, if any, will be taken within seven (7) days of notification. If more time is required to complete the Authority's investigation, the time will be extended. The investigation will be completed as soon as possible and the employee will be notified promptly of what disciplinary action, if any, will be taken.

ARTICLE 9 - NO STRIKE, NO LOCKOUT

Section 1. For the duration 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 or the following types of job actions such as sick-outs, slowdowns, picketing and sympathy strikes. In the event of a violation of this Section, the Union shall immediately notify and instruct the employees orally and in writing that such action is in violation of this Agreement and that they are to return to work at once. The Union shall further take every other affirmative step required to bring about a cessation of such violation. Violation of this Section shall be cause for discharge without recourse to the grievance and arbitration procedure. Questions of the participation of individuals in activities prohibited by this Article, may, at the option of the Union, be submitted to the grievance and arbitration provisions herein.

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

ARTICLE 10 - MANAGEMENT FUNCTIONS

Section 1. All management functions and rights which have not been expressly modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the Authority, including but not limited to: the exclusive right, in accordance with its judgment, to reprimand, suspend, dismiss or otherwise discipline employees for just cause; hire, promote, demote, transfer, lay off and recall employees to work; terminate or subcontract its operations or any part thereof and/or expand, reduce, alter, combine, transfer, assign or eliminate any job(s), departments, operations or services; control and regulate the use of machinery, equipment and other property; determine the number, location and operation of divisions and departments, the services to be rendered, the schedule of operations, the assignment of work and the size and composition of the work force; make or change rules, regulations, policies and practices not in conflict with the express provisions of this Agreement; introduce new improved research, development, operation, maintenance and service and distribution methods, materials, machinery, uniforms and equipment, and otherwise generally determine the mission of the Authority and the work force.

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

Section 3. In the case of emergency circumstances beyond the control of the Authority, such as acts of God, flood, civil disorder or national emergency, necessary provisions of this Agreement shall be suspended, provided, however, that an employee's regular hourly rate for authorized hours worked during such emergency circumstances shall not be reduced. Any such suspension shall not be subject to the grievance and/or arbitration procedures set forth in Articles 5 and 6 of this Agreement.

ARTICLE 11 - DISCRIMINATION

Neither the Authority nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, religion, national origin, sex, age, union membership, or lawful union activity, or in violation of any applicable law or regulation. Any alleged violation of this Section shall be processed through the grievance procedure in this Agreement.

ARTICLE 12 - FILLING OF VACANCIES

Section 1. Vacancy Announcement for Special Police positions shall be posted at all work locations. One (1) copy of the notice shall be supplied to appropriate Union Stewards.

(a) The Authority shall only post vacancies as they occur within the top ten (10) picks from the Realignment List. However, the exception will be vacancies which have a part of the weekend off (i.e., Friday-Saturday, Saturday-Sunday, Sunday-Monday). Those "weekend" vacancies shall be posted for all Special Police Officers to bid regardless of the top ten (10) picks.

(b) Vacancies will be posted at all work locations within seven (7) days of the creation of the vacancy. In the event that two (2) or more employees apply for the vacancy, seniority shall prevail. One copy of the notice along with those on sick or annual leave shall be supplied to the appropriate Union President or his designee.

(c) All vacancies shall be filled within thirty (30) days of the closing date. This period may be extended by mutual consent by the Authority and the Union. Employees on annual or sick leave shall be notified of all vacancies by the Union.

Section 2. Vacancies. MTPD will seek volunteers to fill a temporary shift vacancy or vacancies. In the event that sufficient employees are not available on a consent basis, MTPD may assign the least senior employee to fill a temporary shift vacancy or on a point of service basis.

ARTICLE 13 - CONTRACTING OUT

The Authority shall not contract out or subcontract any work normally performed by the employees covered in this Agreement which results in layoff, transfer or demotion of said employees.

ARTICLE 14 - CHANGE IN EMPLOYMENT CONDITIONS

Section 1. All Special Police Officers must obtain and maintain an Armed Special Police Commission. Officers who fail the firearms range test and thereby become ineligible to renew their Special Police Commission as an Armed Special Police Commissioned Officer will have a minimum of three attempts within forty-five (45) days of their failure to qualify at the firearms range. Officers ineligible to receive an Armed Commission status may be terminated. The Authority may give time consideration to a Special Police Officer when there is a delay caused by the Authority.

Section 2. Effective October 1, 2019, when required to renew their commission, Officers will use their own time when reporting for urine analysis, finger printing and appearing at the Security Officers Management Branch (SOMB) of the Metropolitan Police Department. Starting on March 1, 2020, Officers will receive an allowance of one-hundred-nineteen (\$119.00) dollars to renew their commission. After renewal as the commissions are received by management, management shall be responsible for documenting receipt of the license and providing the Officers with their Special Police Commission. Once the commission has been received by management, the Officer will receive the equivalent of six (6) hours of straight time pay at the Officer's current rate of pay.

If an Officer has not received their commission by the 31st of June, they shall contact the SOMB of the Metropolitan Police Department and be guided by their direction. Officers contacting the SOMB shall notify management immediately and inform management of the direction they were given by SOMB

Section 3. Officers are required to report any suspension or revocation of their Commission to the Authority immediately. Any employee covered by this Agreement whose Special Police Commission is suspended by an accrediting body officially recognized by the Authority, shall be suspended until the commission is restored. The MTPD Chief, or designee, may choose to meet with an officer who has had their commission revoked with 24 hours of the reporting of the revocation. If an officer's commission is revoked, the officer will either be terminated, or the MTPD Chief, or designee, may, at his/her sole discretion, place that officer on a suspension without pay, and hold the termination in abeyance for a period of up to 90 days. The MTPD Chief, or designee, may choose to implement the termination of an officer with a revoked commission at any point during the suspension period. Any decision by the MTPD Chief, or designee, to meet or not meet with an affected employee under this Section shall not be grievable. The Authority will review on a case-

by-case basis, any Special Police Officer whose commission was revoked or suspended and subsequently reinstated.

ARTICLE 15 - SENIORITY

Section 1. Seniority accrues from the date the employee is entered upon the payroll of the Authority as a Metro Special Police Officer.

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

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

- (a) Resignation, voluntary quit, discharge for just cause or retirement;
- (b) Unauthorized absence for three (3) consecutive work days;
- (c) Failure to return to work within five (5) scheduled work days after delivery of written notice of recall from layoff to the last known address;
- (d) Layoff in excess of three-hundred sixty-five (365) days; or
- (e) Accepting other employment while on leave of absence for health reasons, without the prior approval of the Authority.

ARTICLE 16 - WAGES AND PREMIUM PAY

Section 1. Effective October 1, 2021, 2022, 2023, 2024 and 2025, employees shall receive step rate changes as follows:

<u>Effective October 1, 2021:</u>	2.75% step rate change
<u>Effective October 1, 2022:</u>	3.50% step rate change
<u>Effective October 1, 2023:</u>	4.00% step rate change
<u>Effective October 1, 2024:</u>	3.50% step rate change
<u>Effective October 1, 2025:</u>	3.50% step rate change

The step rate change shall become effective beginning at the first full pay period on or after each of the effective dates shown in Appendix A.

Employees shall receive in-grade step increases as provided in Appendix A.

On the employee's anniversary date and upon certification by the Authority of the employee's satisfactory performance, the employee shall be moved to the next step of the employee's salary schedule at one year intervals for steps one (1) through two (2) and at two (2) year intervals for steps three (3) through seven (7) starting October 1, 2017.

Section 2. Employees assigned as an Armored Truck Revenue Guard shall be paid while so assigned.

Section 3. Shift Differential. An employee who works one-half or a majority of the employee's straight time between the hours of 2:45 p.m. and 11:15 p.m., shall receive a shift differential of seventy-five (.75) cents per hour as part of the job rate. An employee who works one-half or a majority of the employee's straight time hours between the hours of 10:45 p.m. and 7:15 a.m., shall receive a shift differential of one (\$1.00) dollar per hour as part of the job rate. The shift differential shall not be considered to be part of the employee's base rate, nor shall it be applied to pay for nonproductive hours such as holiday pay, and annual and sick leave pay, nor shall it be used for the purposes of retirement and insurance benefits. The shift differential shall be considered for purposes of computing overtime.

Section 4. Call-in pay is payable when an employee is called in to duty at a time outside the employee's regularly scheduled tour of duty. Employees called in under this Section shall whenever possible be notified at the time of the call-in of the purpose of the call-in and probable duration thereof. Employees shall be paid call-in pay at the rate of one and

one-half times their straight time rate for a minimum of three (3) hours each time the employee is called in.

Section 5. Employees who have been previously notified and are required to report before their regularly scheduled time and work continuously through their regularly scheduled tour of duty shall not be paid call-in pay under Section 4 but shall be paid overtime at one and one-half (1.5) times their hourly rate before their regular shift.

Section 6. Holiday Premium. If an employee works on the day the Authority observes an Article 19 holiday, the employee shall receive holiday premium pay equal to one and one-half (1.5) times the regular rate plus the eight (8) hours holiday pay for a total of two and one-half (2.5) times the regular rate for the first eight (8) hours worked. The employee shall have the option of receiving compensatory time or holiday premium pay. There shall be no pyramiding of premium and overtime rates for work on a holiday. If an employee does not work on the day the Authority observes an Article 19 holiday (because it is the employee's scheduled day off or because the employee is given the day off), the employee shall receive eight (8) hours of holiday pay at the regular rate.

Section 7. Employees will either elect to have all wages directly deposited into the employee's account at a bank, credit union or similar financial institution that accepts direct deposits of funds from the Authority or be issued a debit card to which payroll wages will be deposited by the financial institution handling WMATA'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 ATMs of the financial institution handling WMATA's payroll and at certain 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 biweekly payroll earnings to either a direct deposit or debit account.

A payroll facsimile check slip will be issued each pay period. When there is an administrative error on a salary payment, the error shall be corrected as soon as possible.

ARTICLE 17 - HOURS OF WORK

Section 1. The standard work day shall consist of eight (8) hours and the work week shall consist of forty (40) hours.

Section 2. All employees on duty for eight (8) hours shall be given a thirty (30) minute unpaid lunch period.

Section 3. Lunch reliefs shall occur between 10 a.m. and 1 p.m. for the 7 a.m. - 3 p.m. day shift; between 6 p.m. and 9 p.m. for the 3 p.m. - 11 p.m. evening shift; and between 2 a.m. and 5 a.m. for the 11 p.m. - 7 a.m. night shift.

Section 4. If an employee declines lunch relief, that employee shall not be permitted to work during the unpaid lunch period.

Section 5. Employees shall be paid from the time they report to work until they are effectively released from duty.

Section 6. On June 1st and December 1st of each year the Authority shall provide the Union with a list of weekly post assignments, the hours of the assignments and a schedule indicating the specific number of days off allowed each day of the week for each shift. Shift assignment selections shall correspond in accordance with seniority. The Union shall return the completed realignment results to the Authority by June 30th and December 31st respectively. The Union shall include all employees out on Worker's Compensation, Family Medical Leave Act, Limited Duty and annual or sick leave.

MTPD retains its right to assign and reassign employees to shifts and days off as required for managerial reasons. In the event that MTPD does not assign particular employees to requested shifts and days off pursuant to seniority during realignment, MTPD will explain to the Union its reasons for doing so.

Section 7. Union Stewards will be given an opportunity to recommend changes to the Authority's bid selections prior to the actual pick.

Section 8. All Special Police Officers will be assigned daily to the selection made by such employee during the semi-annual pick. However, this guarantee will be suspended when the actual manpower strength falls below eighty-six percent (86%) of the authorized strength or circumstances covered under Article 10, Section 3.

Section 9. Each officer will receive at least eight (8) hours off in a twenty-four (24) hour period with the exception of commission renewal matters.

ARTICLE 18 - OVERTIME

Section 1. Overtime at the rate of time and one half (1.5) shall be paid when an employee works more than eight (8) hours per day or forty (40) hours per week, but overtime worked in any one day shall not be counted again in computing overtime on the weekly basis.

Section 2. Compensatory Time. - Compensatory time may be recorded for all employees. Compensatory time will be granted in an amount equal to time and one-half (1.5) of the number of hours of overtime or holiday(s) worked. When an employee elects to have overtime or a holiday worked recorded as compensatory time, it may be used as needed

by the employee and as approved by the employee's supervisor, but may not be used to cover absences not approved in advance, except in unusual or emergency cases. Unused compensatory time lapses on June 30 each year except that not more than one hundred eighty (180) hours may be carried over as an accumulation to the next period. Unused compensatory time, at time of separation, will be paid at the straight time rate.

Section 3. Limitations - Employees who are on annual leave, sick leave, leave without pay, or a non-bargaining unit assignment, in a non-pay status, on workers' compensation, or are already scheduled to be working during the available overtime assignment will be considered not available for an overtime opportunity. The Authority must not offer an employee an overtime assignment which would violate Article 17, Section 9 of this Agreement. The Authority is not required to offer overtime to an employee who would thereby be working two consecutive overtime assignments on their regularly scheduled days off.

Section 4. Voluntary Overtime List - The Authority shall establish an overtime list on the basis of seniority. At the conclusion of each work pick, employees may request, in writing, that the Authority remove them from the overtime list. Employees making such a request shall not be contacted for overtime opportunities until such time as they request, in writing, to be placed back on the overtime list.

Except as provided for in Section 5 below, beginning two (2) hours prior to each oncoming shift, management shall attempt to contact the most senior available employee on the list and offer them right of first refusal for available overtime assignments. If an employee is considered not available as described in Section 3 above, declines the overtime opportunity, or cannot be reached, management shall move on to the next employee on the list. This process shall continue until all available overtime opportunities are filled. The Authority shall continue down the seniority list until all subsequent overtime assignments during that shift are filled or until the list is exhausted. Once an employee accepts an overtime assignment, they shall not be contacted about subsequent assignments that become available on the same shift.

The Authority may require an employee on the outgoing shift to remain at their post until their relief arrives. In extenuating circumstances, management may, at its discretion, excuse an employee from this requirement. In such instances, the Authority may assign any available employee to work the post until such time as a volunteer for the assignment arrives at the work location.

Section 5. Special Events and Emergencies - Overtime work in general, whenever required, will be on a voluntary basis. However, during emergencies, and personnel shortages, employees are expected to or may be required to work extended tours of duty, days off, or on any scheduled time off. In such emergencies, the Authority may require any available employee to work an unfilled assignment.

When overtime is anticipated for Special Events, advance notice will be given. Employees will be selected/assigned from the various units on a volunteer basis by seniority. If a sufficient number of employees fail to volunteer, the Authority will assign employees based upon the Mandatory Overtime Selection Grid (MOSG).

After each pick, the Authority will create and publish a new continuous MOSG, the establishment of which is seniority based and attached to the Daily Duty Roster (DDR). MOSG is a numbering system used to determine the next officer that will be required to work mandatory overtime on a rotational basis. There will be one MOSG for each section/shift.

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

Section 6. Fatigue Management - Employees are required to monitor the number of hours they work in a day as well as the number of days they work in a week. Employees are responsible for their compliance with the Authority's Fatigue Management Policy. Any employee who works an assignment that violates the terms of the policy may be subject to disciplinary action.

ARTICLE 19 - HOLIDAYS

Employees, provided they are in a pay status immediately preceding and immediately following the holidays listed below, may receive the holiday off with full pay. Personnel required to work on the holiday will be compensated in accordance with Article 16, Section 6. Scheduled holidays are: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and the Presidential Inaugural Day.

ARTICLE 20 - ANNUAL LEAVE

Section 1. Employees with less than three (3) years of service will earn leave at the rate of thirteen (13) days (104 hours) per year, or one-half day (4.0 hours) per pay period.

Section 2. Employees with more than three (3) years of service shall earn annual leave at the rate of twenty (20) days, one hundred sixty (160 hours) per year, or 6.15 hours per pay period.

Section 3. Employees with more than fifteen (15) years of service shall earn annual leave at the rate of twenty-six (26) days, two hundred eight (208 hours) per year or 8 hours per pay period.

Section 4. All annual and compensatory leave shall be approved on a first come basis. Leave may be requested no more than ninety (90) days in advance. Any conflicting requests received on the same calendar day shall be awarded by seniority.

Leave requests may be cancelled by an employee up to two (2) hours prior to the member's next tour of duty by contacting and speaking to the watch commander reporting the cancellation.

Section 5. Annual leave will be granted in instances of unforeseen and bona fide emergencies. Employees shall, when possible, notify the watch commander of the need for emergency leave prior to their tour of duty.

Section 6. Thanksgiving, Christmas and New Year leave requests shall be granted on a rotating basis and posted sixty (60) days in advance of the respective holiday.

Section 7. Annual leave shall include the above schedule, with accumulation to thirty-five (35) days.

ARTICLE 21 - FUNERAL LEAVE

Employees shall be allowed three (3) working days with pay as funeral leave, in order to attend the funeral for a death in the immediate family. However, if the employee attends a funeral more than one hundred fifty (150) miles from the employee's home of record, the employee shall receive two (2) additional days. Immediate family is to be defined as follows: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Grandparents, Legal Guardians, Legal Dependents, Step Parents, Grandchildren and Formalized Domestic Partner.

ARTICLE 22 - SICK LEAVE

Section 1. Sick leave shall be earned by employees at the rate of one-half day (4.0 hours) per bi-weekly pay period.

Section 2. Sick leave may be accumulated in an unlimited amount.

Section 3. Sick leave may be used for illness, doctor and dentist appointments. Any employee requesting sick leave must notify the supervisor of the desire to take such leave at least two (2) hours prior to the time the employee is scheduled to report for duty, except in cases of emergencies or unusual circumstances. Abuse of sick leave may subject the employee to disciplinary action.

Section 4. Written application for paid sick leave must be made by the employee on a form provided by the Authority.

Section 5. Employees on sick leave more than three (3) consecutive scheduled work days due to non-job related injury/illness may be required to provide a doctor's certificate upon their return to duty attesting to the fact that they had sought and received treatment/medication for the ascribed injury/illness. The Authority may request a doctor's certificate for absences of less than three (3) consecutive days if an employee has established a pattern giving rise to a suspicion of sick leave abuse.

Section 6. Employees returning from sick leave may be required to be examined by Authority medical personnel to ensure their fitness for return to duty. Such examination shall take place without the benefit of compensation for the employee.

Section 7. Employees who have not used any sick leave during any one (1) calendar year will receive two (2) additional days of sick leave to be credited to the employee's sick leave account or convert up to both days to compensatory time.

Section 8. Nothing in this Article shall affect the prevailing practices of the Authority with regard to handling cases of illness or injury of its employees or the right of the Authority to require medical examinations at any time.

Section 9. Employees may use up to two (2) days of accrued 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 the relatives described in Article 21.

Section 10. Consistent with a new general order provision, Special Police Officers will be allowed to donate non-refundable annual leave to their fellow Special Police Officers for the purposes of sick leave continuation.

ARTICLE 23- LEAVE WITHOUT PAY

Employees on leave without pay in excess of thirty (30) days will have their anniversary dates and eligibility for consideration for salary step increases delayed by an amount equivalent to each full thirty-day period they are on leave without pay. This shall not apply if employee is on leave for FMLA.

ARTICLE 24 - OTHER LEAVE

Section 1. Leave without charge to annual leave or loss of pay shall be granted to employees for jury duty and for appearing as a witness in either civil or criminal cases, provided the employee is not the defendant. Official leave for jury or witness duty will be

charged to annual leave until the employee turns over the jury duty or witness compensation to the Authority.

Section 2. Military leave shall be granted for reserve duty for fifteen (15) days per year without charge to annual leave or loss of pay. Compensation while on military leave shall be based on the employee's regular straight time pay. Military leave for extended active duty is considered leave without pay if the employee indicates a desire to return to the Authority upon completion of the service obligation.

Section 3. Use Of Leave For Birth Or Adoption.

(a) A female employee may use annual leave, sick leave (if the employee is otherwise eligible pursuant to Article 22), compensatory time, or leave without pay for pregnancy and child birth to the extent provided by the Family Medical Leave Act, hereinafter FMLA.

(b) A male employee may use annual leave, compensatory time, or leave without pay to the extent provided by the FMLA for birth of his child.

(c) An employee may use annual leave, compensatory time, or leave without pay to the extent provided by the FMLA for adoption or foster care placement of a child.

ARTICLE 25 - PENSION

Section 1. Employees shall participate in the WMATA Retirement Plan and be eligible for retirement benefits in accordance with the requirements of the WMATA Retirement Trust Agreement and Retirement Plan.

Section 2. Employees hired on or after February 25, 2016 shall not be eligible to participate in the WMATA Defined Benefit Pension Plan. All employees hired on or after February 25, 2016 will be enrolled into a 401(a) Defined Contribution Retirement Plan with the Authority making a basic contribution of 4% of pay. Additionally, such employees may elect to contribute 3% or more to the 457 Deferred Compensation Plan, in which case WMATA will contribute an additional 3% to the basic 4%, for a total of 7% of pay to the 401 (a) Plan. WMATA will only contribute the 3% to the 401 (a) Plan when the employee contributes 3% to the 457 Plan.

ARTICLE 26 - WORKERS' COMPENSATION

Employees will be covered by the applicable Workers' Compensation Laws.

ARTICLE 27 - HEALTH AND WELFARE

Section 1. The Special Police Officers have selected a WMATA health maintenance organization (HMO) and dental coverage. The parties agree that the medical plan premiums of the selected HMO plan will be split with WMATA paying eighty-five percent (85%) and the SPO paying fifteen percent (15%) of the premium during the life of the Agreement. In addition, if the SPO elects dental insurance coverage, the premium will be shared equally fifty percent-fifty percent (50%-50%) between WMATA and the SPO. Moreover, a life insurance benefit of twenty-five thousand (\$25,000) dollars will be in place during the life of this Agreement at no cost to the SPO. Finally, the SPO is eligible to participate in WMATA's Long Term Disability (LTD) program with the premium costs shared equally fifty percent-fifty percent (50%-50%) between WMATA and the SPO.

The Authority will maintain an equivalent level of dental coverage to that of the existing plan.

SPOs who retired prior to February 1, 2005 will remain in the WMATA health benefit system and will be treated consistently as non-represented employees of WMATA. SPOs retiring on or after February 1, 2005 will be eligible to continue participation in the provided health care plan offered to current SPO employees and pay the same contribution rate as those employees. If a retiree resides outside the service area of the selected HMO, he or she will be eligible to receive a monthly stipend of \$555.68 or \$6,668.22 per annum to reimburse health benefit insurance expenses documented to WMATA. This is intended as only a brief summary of the benefit plans offered to WMATA Special Police. Complete descriptions are provided in the plan document and company policies.

Section 2. Employees hired on or after February 25, 2016 shall not be entitled to participate in CBA health care coverage upon retirement.

ARTICLE 28 - SAFETY AND HEALTH

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

Section 2. Employees involved in any type of accident shall, unless physical injury prevents them from doing so, immediately notify their immediate supervisor and execute all required Authority forms prior to release from their tour of duty.

Section 3. Employees injured in any manner, whether on or off duty, shall unless the injury prevents them from doing so, submit a detailed explanation of how the injury was incurred within a forty-eight (48) hour period. Such explanation shall be submitted as soon as the employee is physically capable of doing so.

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

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

When equipment malfunctions, is inoperative or is absent, the employee will report such condition to their immediate supervisor. It shall be the responsibility of the supervisor to determine the extent of the condition and whether or not to assign the employee to perform other duties or advise the employee as to possible alternatives when required to use the equipment.

Section 5. All employees shall be provided an annual recertification examination at the expense of the Authority. The Authority shall provide a list of times and dates for medical recertification. The Officer shall be responsible for completing the necessary steps to obtain fingerprinting and renewal of their commission. The Authority will adhere to the licensing authority (SOMB) regarding recertification exams and the limits to drug testing only. Should the law or requirements change during the time limits of this Agreement, the members and the Union shall be properly notified by the Authority of such changes.

Section 6. The Authority will provide transportation for on-the-job injured employees to medical facilities for emergency treatment.

Section 7. The Authority will provide facilities for first aid and make first aid kits immediately accessible to employees injured on the job.

Section 8. All employees shall be authorized two (2) hours without loss of pay for the purpose of donating blood to any Authority blood donor's program.

ARTICLE 29 - EMPLOYEES' OFFICIAL FILES

Section 1. Each employee shall have the right to examine the content of the employee's official file upon request, with the exception of reference inquiries.

Section 2. An employee shall have the right to answer any material filed in the official file and the answer shall be attached to the material to which it relates.

Section 3. A copy of all documents, except as otherwise noted herein, to be placed in the official folder that have not already been signed or initialed by the employee will be furnished to the employee upon request.

Section 4. An employee shall be permitted to copy any material in the employee's official file.

Section 5. Upon written authorization by an employee, the Union representative may examine the employee's official file upon presentation of such authorization.

Section 6. Adverse entries into an employee's personnel file shall not be used in determining disciplinary action after five-hundred forty-five (545) days from the effective date of such adverse entry except those entries where disciplinary action was based on similar occurrence or a long history of unsuitable performance or conduct.

ARTICLE 30 - UNIFORMS

Section 1. The Authority shall provide uniforms to the employees without cost and shall make available to employees gear to protect them from the elements.

Section 2. The Authority shall provide to the employees the equipment reasonably needed for proper performance of duty.

Section 3. Effective with calendar year 2021 employees shall receive a cleaning allowance of six hundred (\$600.00) dollars per year to maintain their uniforms.

Section 4. All uniforms, gear and equipment shall remain the property of the Authority.

Section 5. The Union recognizes the right of the Authority to prescribe the kind, type, style and wearing of a uniform by employees in the bargaining unit, in accordance with rules and regulations.

Section 6. A Uniform Board will be established composed of two (2) employees designated by the Union and two (2) supervisory officials designated by the Chief of Police. Meetings of the Uniform Board will be scheduled by the Chief of Police, or designee, provided that meetings shall be held no less often than once each calendar

year. The Board, prior to a decision by the Chief, shall review and may make recommendations to the Chief of Police as to matters relating to the type, style and wearing of the Special Police uniform and equipment.

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

ARTICLE 31 - NOTICES

The Union may place on MTPD bulletin boards notices relating to the activities of the Union. The bulletin board shall not be used for posting political matter of any kind whatsoever.

ARTICLE 32 - UNION REPRESENTATIVES AND UNION ACTIVITY

Section 1. There shall be three (3) Union stewards authorized to attend contract negotiations without loss of pay.

Section 2. In case any employee is elected or appointed to an elected position in the Union, requiring the employee's full time within the Union, the employee shall upon application be reappointed to a position with the classification of the employee's former position, provided said employee applies for reappointment within three (3) years after leaving the service of the Authority and the employee is eligible for retraining and physically and mentally qualified; such application must be made within thirty (30) days from the expiration of the employee's term of office or appointment.

Section 3. No more than two (2) members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed leave without pay to attend such conferences and/or conventions. Annual leave may be granted to additional employees for the above purposes.

Section 4. A Shop Steward will be provided an opportunity to meet with new Special Police Officers during the WMATA orientation program for up to one hour.

ARTICLE 33 - TUITION REIMBURSEMENT

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

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

Section 2. 50% of the tuition cost for undergraduate courses not directly related to the employee's present position but of benefit to the Authority, including associated textbooks and laboratory fees.

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

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

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

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

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

ARTICLE 34 - REDUCTION IN FORCE

In the event a reduction in force is necessary, employees will be laid off in the following order:

- (1) Probationary employees; by seniority within such employees;
- (2) Employees who have currently been denied their salary step increase, i.e., have received a less than satisfactory overall rating on their most recent annual performance review, by seniority within such employees;
- (3) Other employees; by average annual absence rate within such employees; by seniority among employees with the same rate. "Annual average absence rate" will be calculated over the most recent five years commencing on December 28, 1995 and will exclude occurrences due to workers' compensation, pregnancy, doctor appointments scheduled in advance and supported by a doctor certificate, and any approved FMLA leave.

Employees shall be eligible for recall, in reverse order of layoffs, for a period of three hundred sixty-five (365) days.

ARTICLE 35 - LABOR-MANAGEMENT COMMITTEE

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

The Chairperson of the meeting will rotate between the Authority and the Union and any agenda items must be forwarded to the Chairperson one week prior to the scheduled meeting. The parties shall maintain an agenda and keep minutes of the meeting. For purposes of grievance arbitration, the Labor-Management Committee meetings are considered off-the-record and cannot be used later in the grievance arbitration process.

ARTICLE 36 - MISCELLANEOUS

Section 1. Definitions. Unless otherwise specified, the following terms shall have the following meanings in this Agreement:

- (a) "MTPD" - The Metro Transit Police Department.
- (b) "Days" - Calendar days, including days off and holidays.

Section 2. All supplies and equipment used in In-Service Training Programs shall be provided by the Authority at no cost to the employee attending.

Section 3. The Authority shall furnish each employee with a copy of this Agreement. The Authority shall furnish the Union three (3) signed copies of this Agreement. New employees shall be given a copy of this Agreement at time of hire.

Section 4. The Authority will provide employees with the option of electing premium conversion allowing pre-tax treatment for employee-paid health insurance, life insurance, and LTD insurance premiums. Employees may elect or decline pre-tax treatment for employee-paid LTD insurance premiums independent of their election regarding pre-tax treatment for other premiums.

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

ARTICLE 37- FINALITY AND SEPARABILITY

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

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

ARTICLE 38 - DURATION OF AGREEMENT

This Agreement is to continue in full force and effect from October 1, 2021, through June 30, 2026, and from year to year thereafter unless changes are requested by either of the parties hereto, by written notice sixty (60) days prior to June 30, 2026 or sixty (60) days prior to June 30th, of any year thereafter. In the event the parties cannot reach Agreement upon proposed changes or modifications or in the event of a notice of termination if collective bargaining fails to result in Agreement, then all matters in dispute shall be arbitrated as provided for in provisions of this Agreement dealing with arbitration.

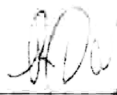
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the
day of June 12, 2023.

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

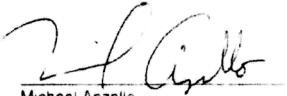


Randy Clarke
General Manager/CEO

LOCAL 639 TEAMSTERS' LAW
ENFORCEMENT DIVISION



Roland Davis
Business Agent



Michael Anzallo
Chief, Metro Transit Police Department

Michael D. Levy 6/12/2023

Michael D. Levy Esq.
Vice President & Chief Labor & Employee
Relations Officer

APPENDIX A
LOCAL 639, I.B.T. - SPECIAL POLICE
SALARY SCHEDULES

October 1, 2021

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	42,868	47,282	48,836	52,914	55,014	58,224	59,833
Hourly Rate	20.61	22.73	23.48	25.44	26.45	27.99	28.77

October 1, 2022

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	44,368	48,937	50,545	54,766	56,939	60,262	61,927
Hourly Rate	21.33	23.53	24.30	26.33	27.37	28.97	29.77

October 1, 2023

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	46,143	50,894	52,567	56,957	59,217	62,672	64,404
Hourly Rate	22.18	24.47	25.27	27.38	28.47	30.13	30.96

October 1, 2024

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	47,758	52,675	54,407	58,950	61,290	64,866	66,658
Hourly Rate	22.96	25.32	26.16	28.34	29.47	31.19	32.05

October 1, 2025

One (1) year of satisfactory service is required to reach steps 1 – 2.

Two (2) years of satisfactory service is required to reach steps 3 – 7.

	Starting Rate	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years
STEPS	1	2	3	4	5	6	7
Annual Rate	49,430	54,519	56,311	61,013	63,435	67,136	68,991
Hourly Rate	23.76	26.21	27.07	29.33	30.50	32.28	33.17

APPENDIX B

CHECK OFF OF DUES

CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____ and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

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

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

Signature _____

Social Security Number _____ Date _____

Address

City _____ State ____ _ Zip Code _____

Employer _____

Original to Employer

Copy to Local Union

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

