

AGREEMENT

BETWEEN

THE

MASS TRANSIT ADMINISTRATION

AND

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL #67

LOCAL NO. 1859

EFFECTIVE JANUARY 1, 2012

THROUGH DECEMBER 31, 2015

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This agreement entered into on August 24, 2014 between the Mass Transit Administration (hereinafter referred to as the "Employer") and the Municipal Employees Union of the American Federation of State, County and Municipal Employees Council #67 and its affiliate Police Local Union No. 1859 (hereinafter referred to as the "Union").

It is understood and agreed by both the MTA and the Union that the terms and provisions of this agreement are to conform to all Federal, State and Local laws, legislation and regulations. In instances where conflict may occur, Federal, State and Local laws, legislation and regulations shall prevail.

ARTICLE (1) — RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its sworn police officers through the rank of Corporal. Police Communication Officers, Civilian Uniformed Personnel, Police Monitoring Facility Technicians, Cadets, permanent part time employees and non-sworn employees of the Police Department set forth in Article (8) of this agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

Union business shall not be conducted on MTA's property without the permission of the Chief of Police or his designee. However, it is understood that every effort shall be made to cooperate with Union representatives when and if such permission is sought for the purpose of legitimate Union business. Such business, if approved, must not be conducted on MTA pay time and must not interfere with nor distract any employee in the performance of their regular duties.

On January 1st of each year, the employer shall credit the Union's release time account with eighteen (18) days. Union representatives will be allowed time off with pay charged against the Account consistent with the operational needs of the employer for Union business such as state or area-wide committee meetings or state or International conventions, preparation time for negotiations and Union sponsored labor relations training, provided such representative provides reasonable notice to his/her supervisor of such absence. Reasonable notice for Union sponsored meetings and conventions listed above is at least ten (10) calendar days and the employer shall respond within five (5) calendar days of receiving the representative's notice. Such time off will not be detrimental in any way to the employee's record and will be specifically taken

into account when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments. Time off with pay will not be unreasonably withheld. Additionally, up to four union representatives will be paid by MTA for time lost from their regularly scheduled MTA duties due to attendance at contract negotiation sessions; and one representative shall be so paid for attendance at grievance, grievance appeal or LEOBR hearings without charge to the Union Business Leave bank.

ARTICLE (2) — COVERAGE AND EMPLOYMENT

Section (1) The bargaining unit shall consist of all employees of the Maryland Transit Administration Police Force employed in the job classifications set forth in Article (8), Section (1), including probationary employees subject to the provisions of Section (2) of this Article.

All employees presently in the bargaining unit and all probationary employees as provided in Section (2) of this Article shall become members of the Union as a condition precedent to continued employment with the Employer, and the Union agrees to receive into its membership all such employees who may be eligible under the constitution of the Union.

Section (2) All new employees hired to fill sworn jobs covered by the bargaining unit shall be on probation for the first year of their employment. The employer may extend this probation period for up to six (6) months for Just Cause. Notification of the extension shall be given to the employee and the Union thirty (30) days prior to expiration of the original probation. Failure on the part of MTA to adhere to the thirty (30) day notice shall void the extension opportunity. All new employees hired to fill non-sworn jobs, with the exception of the Police Communication Officer classification, covered by the bargaining unit shall be on probation for a period or ninety (90) workdays. Persons hired into the Police Communication Officer classification will serve a six (6) month probationary period subject to the same extension provisions as sworn jobs. Employer may, during the new employee's probationary period, in its discretion, discipline or dismiss such employees whether with or without cause and no grievance shall be filed or claimed on behalf of any of them by the Union for or on account of any such action of Employer during said probationary period. After completion of the probationary period, the

employee shall have full protection of the Union; however, no action of or by the Union shall abridge the right and responsibility of the Employer to dismiss an employee at any time for failure to meet the entrance level employment criteria or for failure to fulfill the training requirements of the Maryland Police Training Commission as they relate to probationary employees. However, the Administration may, at its discretion, give an employee another opportunity to successfully complete the training if the circumstances warrant it.

All former sworn MTA Police rehired, within two (2) years, to fill sworn jobs covered by the bargaining unit will have a six (6) month probationary period provided such prospective employee had satisfactorily completed an initial probationary period. However, in any case, this provision does not include any credit for previous accrued seniority. Employees hired under this provision shall become members of the Union at the expiration of thirty (30) days of employment and thereafter, shall have the full protection of the Union.

At the expiration of a thirty (30) day period after their date of employment, employees shall become members of the Union and shall be given up to one (1) year to pay initiation fee. At the expiration of the thirty (30) day period after employment date, Employer shall notify the Union that such employees have completed thirty (30) days of their probation period.

However, all other provisions of this agreement shall apply to probationary employees.

Section (3) No Management representative shall perform any work of any classification covered by this agreement, except in emergencies and for the purpose of instructing and testing.

ARTICLE (3)—DEDUCTION OF DUES

Section (1) Under this agreement, “Membership” and “membership dues and assessments” shall mean only an obligation to pay that portion of the Union’s initiation fees and ordinary dues that account for the Union’s obligations, costs, and expenses for collective bargaining, for the administration of collective bargaining

agreements (including grievances and arbitrations), and for advocacy of employee personnel rights and benefits on account of employment with the Employer.

Section (2) Employer will deduct out of the current net earnings payable to an employee covered by this Agreement, Union membership dues and assessments (but not including fines and penalties), insofar as permitted by State or Federal laws, upon receipt of and in accordance with a duly executed authorization of the employee, in the form attached hereto and made a part of this Agreement (Appendix A).

Section (3) Deductions from money due the employee pursuant to this Article will be made from the net earnings due the employee for each weekly payroll period, provided that Employer has received such authorization, on or before the last day of the current week in which such deductions are made.

In the event an employee does not have sufficient earnings due him/her for a weekly payroll period, Employer agrees to make such deductions from earnings due employee on the next succeeding payroll period in which said employee's earnings are sufficient.

Section (4) Deductions shall be remitted to Council #67 not later than ten (10) days following the payday on which deductions were made. Employer shall furnish Council #67 at the same time, the amount of deductions, with a list of those for whom deductions have been made.

Section (5) In making deductions and remittances for membership dues and assessments to Council #67, Employer is entitled to rely upon notification by Council #67, as to amount of money due the Police Council, by an employee. Council #67 agrees to hold and save Employer harmless from any liability, responsibility or damage arising out of or in reliance upon the authorization and notification provided for in this Article, and assumes full responsibility for the disposition of the funds so deducted when turned over to Council #67.

Section (6) Deductions from an employee's earnings shall be made in the following order: Old Age Benefit Insurance; Withholding Tax; Uniform Account; Group Life Insurance Premium; Deduction of Union Dues and Assessments; Dependent's Hospitalization Insurance Premium; Credit Union; Charitable Contributions; Special/P.E.O.P.L.E Donations and Payroll Savings (U.S. Government Bonds).

ARTICLE (4) — MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the promotion, work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer.

ARTICLE (5) — WORK SCHEDULES

Section (1) When adjustments in work schedules are necessitated by reasons of operational change, expansion of area coverage or permanent revisions required to meet adequate shift coverage that cannot be accomplished within the shift adjustment provisions of this article, MTA will notify the Union, in writing, fifteen (15) work days in advance of posting the changes for a new pick. Such written notification shall include a copy of the new pick sheets for review.

(a) There shall be a general selection of work hours and days off twice each year. These two (2) picks shall be timed so that the work schedules produced will be available in time for the courts to utilize them in scheduling individual officers for appearances. All Corporals, Police Officers, Police Radio and Communicators shall be eligible for selection within their classification in accordance with their seniority date. Probationary police officers shall participate in a pick that occurs during the last thirty (30) days of their field training.

Separate work schedules showing shift hours and days off will be posted by MTA, one (1) for Corporals, one (1) for Police Officers, one (1) for Civilian Uniformed Personnel, one (1) for each SOD unit, one (1) for PMF Technicians and one (1) for Police Radio Communicators. At the time the schedules are posted, MTA shall also post a list for each group showing the name of each employee in accordance with their seniority standing and a specific time for each employee to make a selection within their classification. Union officials are responsible for conducting the pick. Employees anticipating absence for any reason at the time they are scheduled to

pick may leave in writing with the authorized Union representative their selection of shift hours in order of preference. Employees failing to appear to pick at their designated time or who fail to leave their selection of shift hours shall have their pick made for them by a Union Official. If the pick is not completed as scheduled, MTA shall assign the employees to work the posted schedule.

MTA will limit TAC positions to 20% of patrol staff and would additionally designate and identify on the pick sheet assignments of tactical units on each daylight, night and all night shifts. Employees selecting tactical unit assignments would work their selected hours, but would be subject to shift change for coverage caused by the absence of the regular assigned employee or to cover miscellaneous vacated shifts. Tactical units may be assigned on an as needed basis to cover any shift during any hours of the day. Employees will be given as much advance notice as possible when tactical units are to be utilized.

Special Operations Division (SOD) schedule will be projected six (6) months in advance to take into consideration special events, ball games, festivals, holidays, and/or any other event that might be considered a target for a terrorist threat or criminal activity as determined by the Chief of Police or his designee. When not scheduled to the aforementioned activity their workdays will be Monday – Friday, 0900-1730 hours. Based on the current staffing levels, should the staffing level unexpectedly change, management reserves the right to change the days/hours for operational purposes. If management changes the schedules of SOD to an assignment other than that on the projected six (6) month work schedule, notice must be given 72 hours in advance. Failure to give such notice will result in the employee being paid at the rate of time and one half for the hours worked. Management may change SOD days off for participation in multi-jurisdictional task forces with at least 72 hours' notice. Failure to give such notice will result in the employee being paid at the rate of time and one half for the hour worked.

MTA may change regular shift hours up to one (1) hour ahead of the scheduled starting time or one (1) hour after the scheduled quitting time with one (1) day's advance notice. This provision does not preclude the changing of shifts of the tactical units.

MTA may also change regular shift hours and/or days off to accommodate in-service training for participants and instructors, participation in multi-jurisdictional task forces or loss of departmental driving privileges.

(b) Any employee who does not report for duty at their scheduled time must notify their immediate supervisor/supervisor's assistant no later than one (1) hour prior to their scheduled starting time. Failure to notify shall be deemed absent without leave and subject to disciplinary action, for just cause.

Section (2) Advance notice will not apply during unforeseen emergency periods. Emergency periods will be declared by the Chief of Police. An emergency exists when MTA Operations are seriously affected by fire, heavy rain, sleet or snowstorm, civil disturbances, mechanical disturbances, riot, state or national terror level, or strikes. The duration of an unforeseen emergency due to civil disturbances or riot shall be determined by reasonable appropriate civil authorities within the United States or State of Maryland.

Section (3) An employee will be required to work overtime to provide continued protection should there be an unforeseen absence of relief or circumstances requiring a continuation of the shift. Employee must continue for the period of time required to complete the assignment, but not to exceed two (2) hours. This change will have no application on assignment of overtime on a full day basis, nor will it preclude an employee from working beyond the two (2) hour limitation if the employee desires to complete the assignment should it be longer than two (2) hours.

Section (4) In order to distribute overtime in a more equitable manner and to those who desire it most, there shall be maintained a book in which:

(a) An employee will register his/her name, thereby indicating his/her desire to work on day off or before or after his/her assigned shift. The employee must register his/her name in the overtime book by 4:00 PM on Thursday prior to the week the days off occur.

(b) There shall be maintained a continuous record of those employees who have had a turn of four (4) or more hours at overtime rate, either on their days off or before or after their regular assignment.

Overtime forced by Court appearance or arrest procedure requirements does not count as a turn at overtime.

(c) An employee who has registered for overtime work as specified in sub-paragraph (a) will be given preference over those who do not register. They may be assigned such overtime work only when it is determined from the workbook that he/she is eligible for a turn among those registered and he/she is not otherwise disqualified.

(d) If sufficient employees are not procured as outlined above, then other employees, who have not registered, may be assigned overtime work in accordance with their positioning on the turn list in reverse seniority order, and it shall be incumbent upon the employee to perform such overtime work unless he can find some other qualified employee to work in his/her place.

(e) If a mistake is made on the overtime turn list by MTA, the MTA must adjust the list for the affected employee at the next available opportunity. If the MTA fails to comply with the above, the affected employee will be compensated on an hour for hour basis.

(f) The parties agree on the desirability of every employee having an off-duty period of no less than seven and one half (7-1/2) hours between the end of one (1) day's work and the beginning of the next day's scheduled assignment. Accordingly, MTA will delay the assigned start time for any employee's daily schedule that does not allow the agreed time off. If an employee is given a delayed starting time, they will also have their assigned ending time for the day adjusted to assure that the originally scheduled daily hours remain available to be worked.

An affected employee is responsible to request an adjusted shift from management at least twelve (12) hours prior to the originally scheduled start of the shift (or as soon as the employee reasonably should have known, if less than twelve (12) hours prior) which will cause the

short changeover. If that is done and management has the employee report with a short changeover, the employee will be paid at the rate of one and one-half (1 ½) times their straight time wage for all scheduled hours worked on the shift for which the adjustment was not made.

This penalty will apply in the event of any scheduling errors or shift coverage changes by MTA, including on holidays, and for emergencies other than those listed in Section (2) of this Article. This penalty will not apply if the short changeover is due to scheduled court times, and an employee cannot fall for a turn at overtime, which will cause this penalty to be invoked.

(g) The parties also agree on the desirability of every employee working no more than sixteen (16) hours in any twenty-four (24) hour period. MTA Management will not assign any Union employees to work in excess of sixteen (16) consecutive work hours within a twenty-four (24) hour period. Court time is included in the sixteen (16) hour work period. As soon as an employee knows, or reasonably should have known, that his or her schedule will require work in excess of sixteen (16) hours in a twenty-four (24) hour period, the employee is required to immediately notify management regarding the anticipated excess. If the employee fails to provide such timely notification, management will send the employee home, without pay, should it choose to do so. Except in cases of emergency and provided proper notification is given, MTA will delay the assigned start time of any employee's daily schedule to avoid the anticipated excess. If an employee is thus given a delayed starting time, they also will have their assigned ending time for the day adjusted to assure that the originally scheduled daily hours remain available to be worked.

Section (5) MTA Police Department shall establish a reasonable process and procedures to qualify an appropriate number of officers and corporals for assignment to the MTA Police Special Operations Division (Detective, K-9, Motor Units, VIPR Units). The Union will be notified in advance of the posting for all specialized positions. The MTA Police will not implement any modifications to the established process prior to reviewing with AFSCME Local 1859 Officials.

(a) No member shall be assigned permanently to a specialized unit unless that member has three (3) years of MTA street patrol experience after the completion of field training under present operating conditions. However, such conditions may be subject to change should a change in operating conditions warrant. The Union shall receive advance notification if an employee's permanent assignment is to be revoked. Newly hired sworn officers may receive up to one (1) year of credit for prior experience towards the three (3) year requirement.

(b) Selected candidates not assigned as a permanent detective shall select regular work schedules in accordance with Section (1) of this Article, but are subject to reassignment as necessary to supplement the permanent detective unit.

(c) If in the future MTA contemplates the need for permanent detectives to be apportioned to varying work hours in a standardized schedule, this contract will be reopened under Article (31), Section (1) for the sole purpose of considering the installation of a work pick for affected detectives.

ARTICLE (6) — LEAVE OF ABSENCE

Employer agrees that upon written application, leaves of absence without pay and without loss of seniority may be granted to employees qualifying under this Article. All requests for leaves of absence shall be made as far in advance as possible, usually two (2) weeks. Management, when given 2 weeks written notice, shall respond to such request no later than 5 business days from receipt of said request.

Section (1) Union and Credit Union

Any member of the Union whose holding of office in the Union necessitates his/her absence from the employ of Employer shall be granted an indefinite leave of absence without pay. However, the number of officers of the Union on indefinite leave of absence at any one time shall not exceed one (1).

(a) Upon termination of the necessity for further absence for the purposes aforesaid, such employee shall apply for reinstatement within thirty (30) days and shall be restored to full seniority rights and placed in his/her former position, if physically fit and able to qualify. Should such employee fail to qualify to perform his/her former duties with Employer, every effort will be

made by Employer to assign him/her work of a lesser nature for which he/she might qualify.

(b) In addition to the above, any member of a Committee of the Union, not to exceed four (4) members at any one time, may with advance notice and approval of his/her Department Head be granted a temporary leave of absence not to exceed sixty (60) consecutive workdays to conduct Union business, working conditions permitting. The MTA shall have the absolute right to determine whether the working conditions permit the granting of such leave of absence.

Section (2) Personal Reasons

An employee may be granted a leave of absence not to exceed ninety (90) days for sufficient personal reasons, provided that such leave of absence meets with the approval of his/her Department Head and does not impair or inconvenience the operation of the Employer and provided there are employees available who are capable of doing his/her work. However, leaves of absence shall not be granted to employees who engage in other kinds of employment or business. Any employee who obtains a leave of absence by false representation shall be subject to dismissal.

Each employee, after completion of his or her initial six (6) months service, shall be entitled to twenty-four personal leave hours each calendar year for conducting personal business. The employee shall receive eight (8) hours pay (10 hours if working a four day/ten hour schedule) at their basic straight-time rate for the personal leave day when taken. Time off for such personal leave shall be granted where possible. Personal leave requests must be received in writing within ten (10) calendar days, but no sooner than thirty (30) calendar days prior to the date being requested. If the employee's assignment cannot be covered through reasonable accommodation by the MTA, the request for personal leave may be denied, but it must be denied within five (5) calendar days of receipt.

In lieu of days and floating vacations days that are not picked in December may be granted based upon the same request procedures as stated above for personal leave days.

Employees will be allowed twice within a calendar year to request personal leave, in-lieu of hours (equivalent to his/her assigned

shift) or floating vacation for emergency situations. The ten (10) day pre-approval period will be waived as long as the employee has abided by the standard call-in rules, the department is not in a state of emergency as defined in Article 5, Section 2 and the day requested is not a holiday.

An annual pick will be held for selection of the Personal Leave hours by employees who may desire to select a specific future date for the Personal leave hours.

At the end of the calendar year, unused hours of personal leave may be paid out or may be carried over to the next year. No more than sixteen (16) hours can be carried over from year to year. The MTA shall be responsible for providing an employee access to his or her recent balance of Personal Leave Hours on a regular basis, but not less than four (4) times per year. Remaining personal leave hours will be paid out upon separation or retirement from the MTA.

(a) With sufficient proof of death, employees shall be allowed funeral leave of three days without loss of pay because of death in their immediate family. Immediate family is defined as the employee's spouse, children, stepchildren, parents, stepparents, sisters or brothers, grandparents, or parents-in-law.

One day of available sick leave may be utilized to attend the funeral of family members not listed above.

Subject to the three (3) day or one (1) day limitations contained in this provision, a day or days spent in travel to or from a distant funeral location or attendance at a wake may be paid, provided such day or days do not fall on an employee's day or days off. A day of travel means no less than three hundred (300) miles one way.

(b) Any employee losing driver's license for any reason other than an alcohol or drug related offense, refusal to submit to chemical test for alcohol and/or drugs, or accumulation of points which includes any points assessed for reckless driving will be granted a leave of absence until driver's license is reinstated, but in no event shall leave of absence exceed one hundred twenty (120) days.

Section (3) Family and Medical Leave Act

An employee approved for a leave of absence pursuant to the Family and Medical Leave Act must use all earned leave before taking unpaid FMLA leave. When all available paid leave is exhausted, unpaid leave may be utilized to fill out the remainder of the approved FMLA leave period.

ARTICLE (7) — HOLIDAYS

Section (1) Employees shall be excused from work without loss of regular pay on the following holidays, or if not excused, shall be paid in accordance with Section (3) of this Article.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Good Friday	
Memorial Day	Fourth Monday of May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

If one of the holidays enumerated above should fall on a Sunday, it shall be observed on the following Monday.

Section (2) All employees shall be considered qualified for holiday pay with the exception that any employee who is scheduled to work on the holiday but fails to work, or any employee who does not work on the last regularly scheduled work day preceding the holiday or the first regularly scheduled work day following the holiday, will be disqualified unless absent for one of the following reasons:

- (a) Employee is on authorized vacation leave.
- (b) Employee is on authorized sick leave substantiated by a Doctor's certificate.

(c) Employee is excused by the Chief of Police because of death or serious illness in immediate family. Serious illness shall be defined as one which is grave in nature, attended with danger, or reasonably gives rise to apprehensions for life or well-being of the immediate family member, verified by the attending physician and/or hospital.

(d) Employee is on authorized military leave, jury duty, or appearance in Court.

Section (3) All employees who qualify under this Article for holiday pay shall be remunerated as follows:

(a) An extra eight (8) hours pay at their basic straight-time rate if holiday occurs on employee's regularly assigned day off even though employee is on vacation.

(b) If employee's regular work day falls on a holiday and he/she is not excused from work he/she shall receive, in addition to his/her regular day's pay, an additional day's pay at his/her straight-time hourly rate, or, in lieu of said extra day's pay, may elect another day off with the approval of the Chief of Police or designee within a period of six (6) months subsequent to said holiday. If not used within the six (6) month period, holiday pay shall be granted in lieu of the time off.

(c) If an employee's regular day off falls on a holiday and employee is required to work, he/she shall receive, in addition to the holiday pay, one and one-half (1 ½) times his/her straight-time hourly rate for all work performed on such day.

Section (4) On Holidays where MTA operates a Holiday schedule, a list will be posted not less than ten (10) days prior to the holiday showing the number of additional employees to be allowed off on the day of the holiday. The list shall be provided to the Union five (5) days in advance of posting. It is understood that holiday schedules may be subject to late breaking coverage change requirements that make the foregoing notification time limits impossible. However, the principle of advising the Union of schedules prior to announcing them to the members for selection will be followed.

Selection of the holiday off will be done according to seniority standing until all of the days have been selected. Should all of the days not be selected, the least senior employees may be assigned the day off, except special jobs, which may be eliminated on holidays. The Special Operations Division and patrol officers will be considered two (2) separate groups in selecting time off for holidays.

Employees selecting or being assigned the day of the holiday off will only receive the eight (8) hour holiday pay (10 hours if working a four day/ten hour schedule) at their basic straight-time rate, provided they have qualified under the holiday provisions of the Contract.

ARTICLE (8) — WAGES

Section (1) Employees shall be considered in accordance with the wage schedules set forth in Sections 2 and 3 below. When any position not listed on this schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure.

Copies of the wage scales will be provided to the Union on an annual basis.

Section (2) Police Officer Wage Schedule

The basic wage schedule for sworn officers shall be the Department of Natural Resources (DNR) wage schedule as it exists on the effective date of this agreement, or as it may be increased during the term of this contract and successors until modified by additional collective bargaining. Sworn officers shall also be entitled to such salary step increases as may be provided to sworn officers in the DNR during the term of this contract and successors until modified by additional collective bargaining.

Use of and reference to the DNR wage scale in this agreement shall not be an admission or precedent in any arbitration proceeding under Maryland Transportation Code ANN., Section 7-602 that only the DNR scale is an appropriate index or benchmark by which to evaluate the wages and salaries of MTA Police Officers.

All new police officers hired, not MPTC qualified, will start at DNR wage scale 80-Candidate. After those individuals have successfully been qualified by the Maryland Police Training Commission (MPTC) they will move to DNR wage scale 81-Officer Base A. After a MPTC qualified police officer completes one year of MTA service, they will move to DNR wage scale 82-Officer 1st Step B. (The rest is current practice) All new police officers hired that are MPTC qualified with at least three (3) years experience will be placed at DNR wage scale 82-Officer 1st Step C. Any new police officers hired that are MPTC qualified with less than three (3) years experience will be placed at DNR wage scale 82-Officer 1st Step B. After 10 years of MTA Police service, on their anniversary date, the police officer will be placed on DNR wage scale 83-Senior Officer. Any increases will be retroactive back to January 1, 2012.

Salary Step dates are either January 1st or July 1st of each calendar year. A new employee who is hired between January 1st and June 30th of the calendar year is eligible for a salary step on January 1st of the next calendar year. A new employee who is hired between July 1st and December 31st of the calendar year is eligible for a salary step on July 1st of the next calendar year. All employees hired prior to 2008 have a July 1st anniversary date.

Additional Schedule

1. Corporals will be placed at DNR wage scale 85-Corporal.
2. Hours worked as a Certified Radio Operator will be compensated at the rate of an additional sixty-five (65) cents per hour in base wage.
3. Officers assigned to provide entry-level field training and to perform training instructor work shall receive an additional one-dollar (1.00) per hour in base wage for hours worked.
4. Officers and Corporals assigned to Special Operations Division (Detectives, VIPR Unit, Motorcycle Unit, and K-9 Unit) will receive an additional one-dollar fifty cents (1.50) per hour in base wage effective on 1-1-12.

5. See Addendum 1 for complete breakdown of all retroactive pay.

Section (3) Wage Schedule - Non-Sworn Classifications

Effective July 1st, 2012, Civilian Uniformed Personnel will be assigned to the State Grade 6 wage schedule and will receive a step increase effective July 1st each year for the term of the contract.

Effective July 1st, 2012, Police Monitoring Technicians will be assigned to the State Grade 9 wage schedule and will receive a step increase effective July 1st each year for the term of the contract.

Effective July 1st, 2012, Police Communications Officer will be assigned to the State Grade 11 wage schedule and will receive a step increase effective July 1st each year for the term of the contract.

Section (4) The established workweek for employees in the Union shall be forty (40) hours per week on either a four (4) or five (5) day basis. All time worked in excess of forty (40) hours per week shall be paid at one and one-half (1 ½) times the straight-time hourly rate. For purposes of computing weekly overtime, any MTA paid leave time, except for sick leave, falling during employee's regular work day shall be considered as time worked provided employee qualifies for holiday pay (if holiday pay is involved).

All bargaining unit employees shall be provided a half-hour, non-paid lunch period.

Section (5) Any employee who has completed the probationary period and is temporarily assigned to a position in a higher grade than his/her regular position and is performing the functions of that position shall be paid at the new higher rate of pay e.g., an officer assigned as an Officer In Charge, will receive the Corporals premium.

Section (6) Corporals who are exercising the full responsibilities of Squad Leader in the absence of a Sergeant on other than their Squad Sergeant's scheduled two (2) days off per week shall be entitled to an "Out of Title" pay premium. However, such exercising of responsibility will not

include acting as Hearing Officer in accordance with any provisions of the Collective Bargaining Agreement, nor will it include taking an employee out of service for other than gross misconduct which requires immediate intervention. When in "Out of Title" status, Corporals will receive either an hourly rate of pay equivalent to the bottom of the Sergeant's pay grade or 6% above their Corporals rate, whichever is higher. However, in no event will the compensation exceed the top of the Sergeant's pay grade. Corporals exercising their supervisory responsibilities subordinate to a Sergeant on duty will receive only their Corporal's rate of pay.

Section (7) All employees will be compensated at an additional sixty (60) cents per hour in base wage for all continuous hours worked, if their shift starts between the hours of 3:00 p.m. and 3:00 a.m.

Section (8) Any bargaining unit employee covered by the contract who is assigned or ordered to be on call shall be paid two (2) hours for each day on call. If the unit employee is called out, they shall be paid a minimum of four (4) hours pay. Any K9 or detective bargaining unit employee, covered by this contract, who is assigned or ordered to be on call shall be paid two (2) hours for each work day on call and four (4) hours when on call on their scheduled day off. If K9 or detective unit employee is called is called out, they shall be paid a minimum of four (4) hours. For all other bargaining unit employees not listed above, covered by this contract, who is assigned or ordered to be on call shall be paid two (2) hours for each day on call. If this unit employee is called out, they shall be paid a minimum of four (4) hours.

Section (9) Eastern Daylight Time starts as designated by law. As a result of the advancing of clocks one (1) hour, an employee who is working a night shift and who actually works one (1) hour less than clock time shows, shall be given the benefit of that hour and be paid for the hour not actually worked. By the reason of the turning back of clocks due to the returning to Eastern Standard Time, certain employees will work one (1) hour twice, or in other words, one (1) hour more than clock time shows. These employees will be paid at the straight-time hourly rate for such additional hour.

ARTICLE (9) – HEALTH & WELFARE

Where specific insurance carriers and/or policies are named in

this article, it is understood that is only to establish the level and type of benefits to be provided.

None of the benefits provided for in Article (10) Sick Leave except as otherwise stated in said Article (10), shall be provided by Employer in any case where an Employee sustains an injury in the course of his/her employment and is eligible to receive benefits and or compensation pursuant to the Workmen's Compensation Act, Article 101 of the Annotated Code of Maryland (1957) or any similar statute or law.

Where an employee receives payment from a third party for injuries sustained in the course of employment and later receives compensation under the Workmen's Compensation Act, Article 101 of the Annotated Code of Maryland (1957) or any similar statute or law for the same injury, Employer shall be reimbursed by the employee in a sum equal to the benefits received by the employee under Article (10) Sick Leave.

Any full-time employee may opt to convert their personal and dependent coverage from the MTA Health and Welfare program to the State of Maryland cafeteria plan. Such conversion may not be reversed.

The parties agree that during the life of this Agreement, if the terms and conditions of the individual and family/dependent medical, surgical, and hospitalization benefits; dental benefits; vision benefits; and prescription drug benefits program(s) are modified for the majority of collective bargaining employees of the MTA, those modified benefits shall be provided to the members. If a Joint Health Care Review board is put in place by MTA management, this union will be included with all other participants.

Employees will be provided information (including appropriate coverage details) regarding the complete set of available individual and family/dependent coverage options for medical, surgical, and hospitalization benefits; dental benefits; vision benefits; and prescription drug benefits, during the Employer's annual "open enrollment" period. Newly hired employees will be provided such information at the time of their employment.

Section (1) Group Life Insurance

Employer will make available to all permanent full-time employees who have passed Employer's medical examination and have been accepted for employment, a Group Life Insurance Policy of \$2,500.

Any new employee may participate in the Plan and the policy shall become effective ninety (90) days after the date of employment, or ninety (90) days after the completion of any required training period, whichever is later. If ninety (90) days elapses and the employee thereafter elects to participate in the Plan, he/she may do so without any waiting period being required before the policy becomes effective. However, if more than six (6) months of service elapses before the employee elects to participate in the Plan, he/she shall be required to fill out a statement of health, and the Insurance Company may, in addition, require a medical examination.

The employee may designate any beneficiary and change the beneficiary at any time. Such beneficiary must submit to the MTA satisfactory proof of death of the insured to obtain the benefits of the policy.

Pensioned employees can continue their policies and Employer will deduct their contribution toward the premium from their monthly pension.

Upon resignation or dismissal, Employer shall cease to make any further contribution toward the insurance premium, but the former employee's policy shall continue in full force and effect for thirty-one (31) days after the date of termination. Upon expiration of the thirty-one (31) days, the coverage shall terminate.

The Plan shall be administered on a contributory basis with the employee or pensioner paying 16 cents per week or 70 cents per month as appropriate.

Additionally, the MTA shall provide \$17,500 of coverage for active employees at no cost to the employee. This additional coverage shall be reduced to \$2,500 at retirement at no cost to pensioned employees.

Employer will also conform to Section 4-1002 of Article 41 of the Annotated Code of Maryland.

The MTA shall provide \$100,000 felonious assault death benefit coverage for all employees in the bargaining unit.

Section (2) Death Benefits

This plan is applicable to permanent full-time employees or pensioners on the payroll as of July 1, 1990 who do not subscribe to the contributory life insurance coverage under section (1) of this Article, and,

(1) Who have been continuously in the service of MTA for one (1) year or more at the time of death, or were on the pension rolls of MTA at the time of death.

(2) For whose death no claim for damages or compensation is asserted against MTA under any present or future law.

(3) Who at the time of death left surviving a beneficiary or beneficiaries who had been identified as same to the MTA Benefits Department.

The total payment to be made by MTA for any one (1) death shall be \$2,000.

Where a beneficiary is under the age of twenty-one (21) years and is living with a parent, payment may be made to said parent for the account of said beneficiary and such payment shall be a full discharge to MTA.

If there are no beneficiaries, MTA will, if promptly advised of the funeral arrangements, pay up to \$2,000 toward the cost thereof.

No payment shall be made under this Plan unless satisfactory proof of death, in accordance with MTA requirements as established from time to time, is promptly made.

Upon the termination of active employment with MTA by any

covered employee other than a pensioner or employees on leave of absence, the right to participate in this Plan shall immediately cease.

CLASSIFICATION OF BENEFICIARIES

This Plan shall apply only if the deceased left surviving beneficiary or beneficiaries within one (1) of the five (5) following classifications:

(1) A surviving widow and child or children; said child or children must be either:

(a) Under eighteen (18) years of age and living with or dependent upon the deceased; or

(b) Over eighteen (18) years of age and mentally or physically unable to earn a living, and living with or dependent upon the deceased.

(2) A surviving widow without dependent children.

(3) A surviving child or children must be either:

(a) Under eighteen (18) years of age and living with or dependent upon the deceased; or

(b) Over eighteen (18) years of age and mentally or physically unable to earn a living, and living with or dependent upon the deceased.

(4) The parent or parents of the deceased living with or dependent upon the deceased.

(5) The brother or brothers and sister or sisters of the deceased must be either:

(a) Under eighteen (18) years of age and living with or dependent upon the deceased; or

(b) Over eighteen (18) years of age and mentally or physically unable to earn a living, and living with or dependent upon the deceased.

In determining the beneficiaries to whom payment shall be made the classification shall be applied in its numerical order, and where a beneficiary is found in a lower numerical classification, [with one (1) being

the lowest and five (5) being the highest classification] all persons in a higher numerical classification are excluded from any payments under the Plan.

When the Plan is applicable to a full-time employee or pensioner upon his death, depending upon his length of service, Employer will pay a sum of money determined in accordance with the following table, which sum will be divided equally between all beneficiaries found in the classification.

Employee's Years of Service	Beneficiary's Classification		
	1st	2nd & 3rd	4th & 5th
One	\$300.00	\$225.00	\$150.00
Two	600.00	450.00	300.00
Three	900.00	675.00	450.00
Four	1200.00	900.00	600.00
Five or over	1500.00	1125.00	750.00

The total payments to be made by Employer for any one (1) death shall not exceed \$1,500 and shall be less than that amount depending upon years of service and beneficiary classification.

Where a beneficiary is under the age of twenty-one (21) years and is living with a parent, payment may be made to said parent for the account of said beneficiary and such payment shall be a full discharge to Employer.

If there are no beneficiaries and the deceased left no group or other insurance, nor estate from which the funeral expense could be discharged, Employer will, if promptly advised of the death and before funeral arrangements have been made, make arrangements for a suitable funeral for the deceased and pay the cost thereof.

No payment shall be made under this Plan unless satisfactory proof of death, in accordance with Employer's requirements as established from time to time, is promptly made.

Upon the termination of active employment by an employee other than a pensioner or employees on leave of absence, the right to participate in this Plan shall immediately cease.

Section (3) Medicare Part B Coverage

Pensioners shall be required to obtain Medicare Part B coverage as a condition of getting hospitalization, surgical or medical care under the present contract provision.

The MTA shall pay monthly to each former employee on the pension rolls who has elected, or may hereafter elect, to obtain Medicare Part B Coverage, 100% of the premium cost for such employee's own Medicare Part B Coverage.

Section (4) It shall be the responsibility of an employee receiving payment from a third party for injuries sustained, not in the course of employment, to reimburse the MTA in the sum equal to the benefits received by the employee under Article 10 - Sick Leave. Failure of the employee to notify MTA concerning such third party payment could result in disciplinary action.

Section (5) Upon the death of a retiree who selected a Joint Pensioner Option, or upon the death of an active employee with at least twenty (20) years of service, the surviving joint pensioner or spouse of deceased active employee is allowed to continue their participation in the MTA subsidized health care program for a period of three (3) years following the employee/retiree's death, or until they remarry, whichever occurs first. Federal COBRA health insurance entitlements will apply at the conclusion of this participation.

ARTICLE (10) – SICK LEAVE

Section (1) Employees in the Union will be allowed sick leave of one hundred twenty (120) hours per calendar year with unlimited accumulation. All new employees hired on or after July 1st will not be allowed sick leave for the calendar year of hire. Effective January 1st of the calendar year following date of employment, such employee will then be allowed one hundred twenty (120) hours of sick leave as prescribed above. Sick leave may be taken in increments of one (1) hour. However, no new employee will be paid any sick pay until he/she has six (6) months or more service.

Written application for paid sick leave must be made by the employee upon reporting for return to work on a form provided by Employer to be accompanied by a certificate signed by a duly qualified physician who had attended the employee during the period of his/her illness or injury, stating the nature of the illness or injury, the beginning and ending days the employee was under his/her care and the date when the physician considers the employee able to resume his/her normal duties.

The employee shall have the prerogative of filing a written application for paid sick leave on a form provided by Employer, to be accompanied by a certificate signed by a duly qualified Physician, stating the IC9 code. Sick leave will then be paid to the employee on the next pay day following receipt of each and every such application, providing the application is received no later than noon of the Monday preceding the Friday pay day of that week.

When an employee, receiving benefits and/or compensation pursuant to the Workman's Compensation Act, is released but is still unable to return to work due to other illness, he/she may then claim sick leave pay.

Upon request of Employer, an employee claiming sick leave pay shall submit to examination by a physician designated by Employer.

Any unused accumulation of paid sick leave will be canceled upon the termination of an employee's active service with Employer, whether voluntary or otherwise; the sole exception to this cancellation shall be the case of an employee who is pensioned under the provisions of Article (12).

Employee on Military Leave of Absence shall retain credit for all sick leave accumulated before going into military service. He/She shall not accrue additional sick leave during his/her military service. He/She will be allowed sick leave for the Contract Year in which he/she returns from military service if he/she returns not later than November 30; if he/she returns on or after December 1, he/she will not be allowed sick leave for the calendar year in which he/she returns from military service.

An employee on leave of absence because of holding office in Union, or its International Office, shall retain all sick leave accumulated before going on such leave; shall not accrue additional

sick leave during his period of leave of absence; will be allowed sick leave for the Contract Year in which he/she returns from such leave of absence if he/she returns not later than November 30; if he/she returns on or after December 1, he/she will not be allowed sick leave for the Contract Year in which he/she returns from such leave of absence.

Any employee before returning to work after more than one (1) day of illness must contact his/her supervisor and advise the supervisor of the date they are able to resume their duties. If another employee has already been assigned to work the shift in place of the employee who has been off, and the assignment cannot be canceled, then the returning employee will not be allowed to resume work on that date, but must wait until their next regular work day to return. If the employee's regular shift has not been filled, then he/she will be permitted to work on the date he/she is able to do so. If the employee's regular shift has been filled, but there is another shift open, the returning employee may be used to work the open shift other than his/her own.

Section (2) Group Sick Leave Bank

Members may donate up to 120 hours of their annual sick leave allocation to the Group Sick Leave Bank established by MTA and the Union only to the extent that the donating employee has a sick leave balance of at least two hundred forty (240) hours after such donation. During any year in which a member participates by donating, said member may apply for a grant of up to two hundred forty (240) hours of Group Sick Leave to be used during a leave of absence for the employee's personal illness of injury pursuant to the Family and Medical Leave Act of 1993. All other paid leave must be utilized prior to the granting of Group Sick Leave. The Local Union President is solely responsible for the administration of the program, subject to the rules set forth in this provision.

a. The Local Union President must advise MTA of all individual donations for each calendar year during the month of January. No one may join the bank at any other time.

b. Once made, all donations are final.

c. Each February the MTA payroll department will reconcile the Group Sick Leave Bank balance to include the year's new donations

and the previous year's disbursements. The Local Union President will be advised of the current balance available.

d. Applications for Group Sick Leave are to be made directly to the Local Union President or designee for approval. The Union shall adopt as part of its approval process the responsibility to determine that the applicant is an active donor in the year of application, and to ascertain from Police Management that FMLA leave has been authorized. Failure on the part of the Union to properly discharge these responsibilities shall render this program and contract provision null and void. The Bank will be dissolved and donated leave will be lost.

e. The Union shall advise MTA of the order in which any remaining available paid leave is to be utilized prior to disbursing Group Sick Leave pay.

f. MTA will make disbursements of Group Sick Leave pay directly to the employee; however, no disbursements will be made below a zero balance in the bank.

Section (3) MTA will provide, without cost to its employees having six (6) months or more service, a Health and Accident Insurance program which will entitle an employee to receive two hundred fifty dollars (\$250.00) per week, for a period not to exceed twenty (20) weeks in a given calendar year, after the employee's total cumulative sick leave has been depleted. Any qualified employee with one (1) year or more service, and who has no sick leave accumulated to his/her credit will be entitled to receive two hundred fifty dollars (\$250.00) per week for a period not to exceed twenty (20) weeks in a given calendar year.

Any portion of the twenty (20) week Health and Accident Insurance Program which has not been used by the employee as of the end of the calendar year will be canceled without compensation to said employee and will not carry over into the subsequent calendar year. Under no circumstances will such payments be made for a period in excess of twenty (20) consecutive weeks, even though said twenty (20) consecutive week period may fall in more than one (1) calendar year.

Under this program, any payment for a period of less than one (1) week, will be determined on a pro rata basis of a five (5) day work week and employee will be paid at the rate of fifty dollars (\$50.00) per day for each scheduled work day absent from work.

ARTICLE (11) — VACATIONS

Section (1) Effective with vacations to be taken in calendar year 1983, employees eligible for a vacation with pay shall have the extent of their vacation determined in accordance with the following schedule:

Continuous service as of December 31 of Calendar year for which vacation is selected	Vacation
Less than one year	None
One year or more but less than two years.....	One Week
Over two years but less than five years.....	Two Weeks
Over five years but less than eleven years.....	Three Weeks
Over eleven years but less than twenty years	Four Weeks
Over twenty years but less than twenty-eight years	Five Weeks
Over twenty-eight years.....	Six Weeks

If an employee leaves the service of the MTA for any reason other than retirement or death during the year in which he first qualifies for a first, second, third, fourth, fifth or sixth week of vacation, after having taken his full vacation prior to his/her anniversary date of employment, the MTA shall deduct one (1) week of vacation pay from his/her final pay. If the final pay is less than one (1) week of vacation pay, the employee shall reimburse the MTA for any additional amount due under this paragraph.

In the event of death of the employee in the Calendar Year for which Vacation is selected, any vacation benefits accrued to said employee will be paid to his/her heirs, if during the 52 payroll weeks immediately prior to date of death said employee met the work requirement as provided in Section (1), sub-paragraph (a) of this Article.

(a) No employee shall be entitled to a vacation unless during the preceding fifty two (52) payroll weeks immediately prior to the date the employee's vacation is scheduled to begin, such employee shall have worked at least one thousand three hundred thirty six (1336) hours.

(b) In the case of an employee who so qualifies for the first time, such week off is to be taken during any open week subsequent to his/her first anniversary of employment, except an employee whose first anniversary occurs

after the last Saturday in September of the current calendar year will be allowed to pick an open vacation week any time after such Saturday.

In the case of an employee who qualified for two (2) weeks' vacation for the first time, the second week of vacation is to be taken during any open week subsequent to his/her second anniversary of employment, except that an employee whose second anniversary of employment occurs after the last Saturday in September of the current calendar year will be allowed to pick as his/her second week of vacation an open vacation week any time after such Saturday.

During the vacation pick for the following years' vacations (Section 7 below), an employee who will qualify for three (3), four (4), five (5), or six (6) weeks vacation for the first time during the following calendar year, may pick in accordance with his seniority any three (3), four (4), five (5), or six (6) open vacation weeks for that year.

(c) In computing the time periods in Sub-sections (a) and (b) above, time spent on vacations, on paid sick leave or time lost through an industrial accident in which Workmen's Compensation has been paid shall be included in days worked.

(d) An employee having selected his/her vacation and who fails to meet the requirements of Section (a) above may take his/her vacation in any vacancy in the vacation schedule after qualifying for days worked. If there is no vacancy in such vacation schedule after he/she has worked the required number of days, he/she may take his/her vacation as soon thereafter as operating conditions permit.

(e) All vacations must be completed within such calendar year and must be scheduled for a full calendar week, or multiples thereof.

Section (2) The amount paid to an employee for his vacation period shall be forty (40) times the hourly rate.

When a holiday falls during an employee's vacation period, the employee will be paid at the straight time rate for the vacation period, and will receive an extra eight (8) hours pay at the straight time rate for the holiday.

Vacation time is intended as time off. MTA may not buy back an

employee's vacation except in times of emergency as determined by the Chief of Police. Employees may trade their picked vacation weeks with each other subject to MTA approval that the trade will not interfere with coverage.

Section (3) An employee returning from military service, who has otherwise qualified for a vacation before entering military service and who has not received his/her vacation allowance during the current calendar year before entering military service, shall, upon his/her return to duty for a period of thirty (30) work days before scheduling his/her vacation, be eligible for his/her vacation. Selection of a vacation date by such employee shall be limited to a vacation date, which may be open at that or a later time.

An employee who is being retired or pensioned, and who has not received his/her vacation, and has worked the required number of days as set forth in this Section, shall be paid out his/her vacation allowance at the time the employee is retired or pensioned.

Section (4) Vacation periods shall extend over the entire year and shall be scheduled in such a manner that, in the judgment of Employer, such vacation periods will not interfere with the demands for service. The Union shall receive a copy of the schedules ten (10) days prior to their being announced to the members.

Section (5) In the event of resignation or termination of an employee in the calendar year for which vacation is selected, any vacation benefits accrued to said employee will be paid.

Section (6) Employees inactive because of illness or on reserve duty military leave of absence who are otherwise eligible for vacation, may, upon Employer approval with agreement of Union, draw vacation allowance. However, no vacation pay will be paid should an employee's death occur prior to the vacation period selected if said employee during the fifty-two (52) payroll weeks immediately prior to date of death, has not met the work requirement as provided in Section (1), sub-paragraph (a) of this Article. Change in vacation schedule for other than personal illness or military leave referred to above will not be authorized.

Section (7) The selection of vacation shall be in accordance

with MTA seniority. The Employer will post a list by October 15 showing the names of employees according to their MTA seniority standing for the upcoming year. Detectives, Canine unit, Patrol Officers, Motorcycle Officers, Civilian Uniformed Personnel, Police Communication Officers, PMF Technicians and VIPR Officers will be considered eight (8) separate groups for the purpose of vacation selection. Vacation selection shall be conducted by Union officers and begin on the first Thursday in December prior to the calendar year in which the vacation is to be taken and shall be completed within twelve (12) days. The Union will provide the Employer with a certified list of employees' vacations for the year no later than 5 pm on the third Monday in December.

Section (8) (a) Employees with one (1) week vacation entitlements will be allowed to reserve forty (40) hours of their vacation entitlement to be used one (1) day at a time. Employees with at least two (2) weeks or greater vacation entitlement will be allowed to reserve a total of eighty (80) hours their of vacation entitlement to be used one (1) day at a time. MTA will promulgate reasonable rules and procedures to govern the administration of the program. In December of each calendar year the employee may choose to be paid for any unused vacation days allotment earned but not used, up to the maximum of 80 hours. MTA will consider requests to group up to three (3) days together at a time.

(b) Selection of Floating Vacation Days

MTA Management will provide a pick for the selection of up to 5 floating days in December at the same time as the Vacation pick.

1. In addition to the whole week pick selection that occurs in December, officers will be permitted to select up to five floating vacation days.
2. For purposes of this pick, MTA will designate an additional specific number of slots for the sole purpose of accommodating the officers floating vacation day requests.
3. MTA will not provide additional slots on holiday due to manpower issues. Therefore, employees will not be permitted to select any holiday that is designated in the contract as a floating vacation day.

4. Employees will be permitted to select up to three consecutive days.

This process and the rules set forth are independent of any other processes or procedures to utilize vacation. Personnel will be able to continue to request off floating vacation days via the chain of command. Management will make a decision based upon the staffing needs of the department at that time.

Section (9) An employee on vacation will receive his/her paycheck through the normal MTA methods and time frames (no vacation advances).

ARTICLE (12) – PENSIONS

COVERAGE

This Pension Plan covers all active full-time employees and part-time permanent employees in the bargaining unit, who are not included in the Law Enforcement Officers' Pension System offered by the Maryland State Employees' Retirement System (LEOPS).

Active employees are defined as those employees regularly working, and those on approved leave of absence or sick leave.

Retirees under this plan shall be covered under the terms and conditions in force at the time of their retirement and such subsequent modifications as shall be specifically extended to them.

Employees transferring directly into a position covered by this plan from a position covered by the State Retirement and Pensions Systems may transfer their MSRPS credited service to this plan, and their continuous service date for pension purposes shall be adjusted accordingly. Likewise, an employee covered under this plan who transfers directly into a position covered by the MSRPS may elect to transfer their continuous service date and credited service to that plan in lieu of receiving either a Deferred Vested Pension or Lump Sum Payment from this plan.

Note: Any employee duly discharged for just cause or any employee who voluntarily resigns or otherwise severs his employment with MTA shall not be

entitled to a pension or separation pay under this Article. A Deferred Vested Benefit only may apply.

SERVICE DEFINITIONS

Continuous Service is that service which determines eligibility to receive a pension, deferred pension, or severance pay.

Continuous service dates from the date of employment as a full-time employee or, effective February 19, 1989, as a part-time employee, following which service has been continuous.

Separation from the MTA's service prior to June 1, 1973, whether voluntary or involuntary, for a period no longer than six (6) months, shall not be considered a break in the continuity of service in determining pension rights. Leaves of absence without pay and without loss of pension rights may be granted by MTA upon application.

Separation from MTA's service by reason of resignation or discharge for cause will result in loss of continuity of service in determining pension rights.

Credited Service is that service which determines the amount of a pension.

Credited service during full-time employment is equal to continuous service, including actual complete full years and months of service or fractions thereof. For credited services purposes only an employee will be allowed credit for up to four (4) years of continuous full time active military service in the armed forces of the United States that was served prior to becoming employed by the MTA.

Accrued sick leave remaining unused at retirement will be converted to credited service at the rate of one (1) month's service for each twenty (20) sick days.

Part-time service subsequent to February 19, 1989 will be converted to credited service at the rate of one (1) month's service, or portion thereof, for each one hundred seventy three (173) pay hours received as a part-timer.

NORMAL PENSION CALCULATION

Pension allowances shall be based on a figure representing the average of the highest three (3) calendar years' earnings during the last ten (10) years of service in the employ of MTA. Such earnings shall include credit for Union let-off time for which the employee has been paid by the Union.

The Normal unreduced monthly pension allowance for employees retiring on or after the effective date of this agreement shall be one-twelfth (1/12) of an amount representing 1.7% (.017) of the average obtained above, multiplied by the employee's years of credited service at retirement.

For the duration of this collective bargaining agreement, the non-sworn bargaining unit members will be subject to the majority collective bargaining units pension caps. This agreement will expire at the end of the duration of the contract on December 31, 2015.

RETIREMENT SAVINGS PROGRAM

Employees covered under this Collective Bargaining Agreement shall be eligible to join the State of Maryland Deferred Compensation Program.

PENSION ADJUSTMENTS

Effective on August 1, 2012 and on August 1, 2013, pensions of those retirees/survivors who have been on the pension payroll for thirteen (13) months or longer shall be adjusted by the same percentage change as the change in the consumer price index for the preceding fiscal year ending June 30th. (Consumer Price Index for Urban Wage Earners and Clerical Workers, 1967=100)

However, no pension may increase by more than 3% of the initial pension amount with any single annual adjustment.

PROCEDURES

Application

When employees wish to apply for a pension, they shall contact

the MTA Benefits Department where they will be assisted with the necessary paperwork and approvals.

Any employee who wishes to apply for a pension prior to reaching his/her sixty-fifth (65th) birthday must make application not later than the fifteenth (15th) day of the month preceding the start of the pension.

Commencement of Payment

Retirement shall be made effective from the first day of the calendar month following approval of the application, or from the first day of a calendar month to be determined by the Pension Board.

All employees shall complete their allocated vacation, if otherwise eligible, prior to date of retirement.

PENSION ELIGIBILITY

Normal Retirement

Retirement at the Normal (unreduced) pension rate is available upon reaching,

(1) the age of fifty-two (52) years while in the service of the MTA with not less than thirty (30) years of continuous service in the employ of MTA.

(2) the age of sixty-five (65) years while in the service of MTA with not less than five (5) years of continuous service in the employ of MTA.

The minimum monthly pension of an employee who retires at age sixty-five (65) with not less than twenty-five (25) years of continuous service shall be \$450.00 per month.

Early Retirement

Retirement at a reduced pension rate is available upon

reaching fifty-five (55) years of age where combined years of age and continuous service equals 85 or more.

Reduced pension calculations:

(a) For an employee who retires on or after age fifty-five (55) but before age sixty (60), the pension shall be computed on the basis of years of service at the time of retirement in accordance with the Normal Pension Calculation; then there shall be deducted an amount equal to 5% for each full year (plus one-twelfth [1/12] of 5% for each full month less than a full year) between the employee's Early retirement date and the first day of the month following his/her sixty-fifth (65) birthday.

(b) For an employee who retires on or after age sixty (60) but before age sixty-five (65), the pension shall be computed on the basis of years of service at the time of retirement in accordance with the Normal Pension Calculation; then there shall be deducted an amount equal to 4% for each full year (plus one-twelfth [1/12] of 4% for each full month less than a full year) between the employee's Early retirement date and the first day of the month following his/her sixty-fifth (65th) birthday.

Disability Retirement

A Normal (unreduced) pension is available upon retirement by MTA for physical or mental disability after five (5) years of continuous service in the employ of MTA.

For those new employees hired on or after the effective date of this agreement, eligibility is increased to seven (7) years of continuous service in the employ of MTA.

The minimum monthly pension for an employee retiring for physical or mental disability with five (5) but less than ten (10) years or seven (7) but less than ten (10) years of continuous service, as applicable, shall be \$200.00, with ten (10) but less than twenty (20) years of continuous service shall be \$360.00 or with twenty (20) or more years of service \$720.00.

Special Conditions:

All applicants for pension by reason of physical or mental disability must submit to a physical examination by a Physician designated by the Pension Board.

If an employee is physically or mentally disqualified from performing his/her job, the MTA may offer him/her other employment if, in the judgment of the MTA, the extent of the employee's physical or mental disability is such that he can perform work in the job offered. The employee, if otherwise qualified, has the right to choose to accept such job in lieu of a pension, or to decline the job and receive the disability pension.

The Union may request review of the medical examination findings in conformity with the provisions of Sections (2) and (3) of Article (13).

If such a job is available and is filled by the employee, his/her company seniority for pension purposes will continue but he/she will start at the bottom of the seniority list in the group to which he/she is transferred and shall become a permanent employee in said group. However, should there be a reduction in work forces, which would cause this employee to be furloughed, or if he/she fails to qualify in the probation period, he/she will submit to a physical examination by a Company doctor. If the Company doctor finds that the employee's physical or mental condition has improved so that the employee is able to return to work in the same classification he/she was in prior to his/her original physical disqualification, he/she shall do so. If the employee's physical condition has not improved and he/she cannot return to his/her former classification, he/she will be pensioned.

The above provisions will not be in effect if the employee is discharged for just cause.

However, MTA reserves the right to require of an employee pensioned under the provision of this sub-paragraph, an annual medical examination by an MTA doctor. Likewise, the disability retiree may request medical re-evaluation upon submittal of medical documentation attesting to his/her improved condition. If the MTA doctor finds that employee's physical or mental condition has improved so that employee

is able to return to work in the same classification he/she was in at time of retirement, MTA has the right to offer him/her employment in such classification and failure of employee to return to work shall result in immediate termination of his/her pension. The UNION may request review of the medical examination findings' in conformity with the provisions of Section (2) and (3) of Article (12).

Surviving Spouse Pension

If an employee dies prior to retirement but after becoming eligible to receive a Normal or Early retirement benefit, and is survived by a spouse, said spouse shall receive a monthly allowance for life equal to one-half of the amount of the reduced retirement allowance to which the employee would have been entitled had he/she retired on the date of his/her death and had he/she duly elected an option under which his/her survivor would receive half his/her reduced allowance upon his/her death. Effective September 8, 2002, and under the same conditions as set forth above, the surviving spouse's benefit shall be equal to three-quarter of the amount the deceased employee' benefit would have been presuming the three-quarter option had been selected.

PENSION OPTIONS

In lieu of the pension allowance otherwise payable for Normal, Disability, or Early retirement, an employee, prior to or at the time of application, may elect to receive a reduced benefit of actuarially equivalent value under either of the following options:

Option A - A Ten Year Term Certain benefit consisting of a reduced Normal or Early pension allowance payable to the employee for life. In the event of the employee's death after retirement and before the end of the term certain commencing from the effective date of his/her retirement, the same reduced pension allowance shall be paid monthly for the remainder of such term certain to the survivor or survivors designated by the employee.

In the event the designated survivor or survivors pre-decease the retiree, any benefit remaining payable after the retiree's death shall be paid in a lump sum to his/her estate. In the event the last designated survivor receives monthly benefits but dies before the end of the term

certain the balance of any payments due under this Option A shall be paid in a lump sum to the estate of such survivor.

Option B - A Joint Pensioner benefit consisting of a reduced pension allowance payable monthly to the retiree for life. The monthly amount payable to the Joint Pensioner for his/her further lifetime after the death of the retiree shall be an amount, as designated by the retiree, equal to one-half (1/2), three-fourths (3/4), or the full reduced allowance paid the retiree.

Option C - Employees electing Option B may further elect to have their pension restored to its unreduced amount in the event the named Joint Pensioner predeceases them.

Option D - Effective September 8, 2002, employees electing Option B may, in addition, elect a lump-sum payment option whereby 5%, 10%, or 15% of the employee's pension is paid in a single lump-sum payment on the starting date of their pension. The lump-sum payment may be selected in exchange for a reduction in the amount which would be payable under the provisions of Option B.

Option E – LIFE ONLY – NO JOINT PENSIONER- Effective July 1, 2010, employees electing Option D may elect a lump-sum payment option whereby 5%, 10%, or 15% of the employee's pension is paid in a single lump-sum payment on the starting date of their pension. The lump-sum payment may be selected in exchange for a reduction in the amount which would be payable under the provisions of the "Life Only" Option.

* * *

The retirement allowance reduction factors applicable under Options A, B, and C, will be determined by the MTA's Actuary in accordance with Normal and appropriate actuarial principles. The MTA shall make such information available to employees upon request.

An application for Option A, B, or C, will become null and void in the event of the death of the employee before the effective date of the employee's retirement. In the event of the death of the designated survivor or survivors named in Option A or the Joint Pensioner named in Options B or C before the effective date of the employee's retirement, the employee,

if he/she so desires, may not only continue the elected option naming a new survivor under Option A or a new Joint Pensioner under

Options B or C, but may also designate a change in survivor under Option A or a change in Joint Pensioner under Options B or C at any time in the period between the time employee elected his/her option and prior to the date employee's Normal or Early retirement becomes effective.

An employee, who makes application for Option A, B, or C, may cancel his/her application for any reason prior to the date his/her Normal or Early retirement allowance becomes effective. Such cancellation to be effective must be made in writing to the MTA.

An option elected under this provision may not be changed or canceled after the first pension allowance payment is made hereunder.

SEVERANCE

Deferred Vested Pension

An employee with five (5) or more years of service who leaves the employ of MTA shall be eligible for a deferred vested pension benefit accrued to the date of termination and paid monthly beginning at age sixty-five (65). No other retirement benefits apply.

Newly hired employees on or after the date of ratification of this agreement, and said employee having accrued 7 or more years of continuous service and who leaves the employ of MTA, shall be eligible for a deferred vested pension benefit accrued to the date of termination and paid monthly beginning at age 65. No other retirement benefits apply.

Lump Sum Payment

An employee with at least one (1) year of continuous service, but with less than five (5) years of continuous service or an employee, hired on or after the ratification of this agreement, with at least one (1) year of continuous service, but with less than seven (7) years continuous service, if he/she has reached the age of sixty-five (65) years while in the employ of MTA, and is retired without a pension, or

if physically or mentally disabled for further employment with MTA, shall receive a sum of money equal to one-half of the said employee's average weekly wages or salary during the last six (6) months of full earnings immediately preceding his/her retirement or his/her becoming incapacitated, multiplied by the number of years of his/her continuous service. Where in the judgment of the Pension Board, the average wages for said last six (6) months do not fairly indicate the average earnings of the employee; the Board may increase the amount to a sum which will indicate fairly such average earnings.

ARTICLE (13) — MEDICAL EXAMINATIONS

Section (1) Employer shall have the right to require periodic medical examinations of its employees by Employer's doctor to maintain adequate and safe standards of service and to minimize accidents.

Section (2) If, after Employer's doctor reports his/her findings, the Union requests further consideration of the physical or mental qualifications of any employee, the following procedure shall be followed:

(a) Employer shall have its doctor review the case and if the original findings are sustained, then

(b) The Union may have a doctor of its selection review the case with Employer's doctor and should no final decision be reached at this juncture, then

(c) Employer and Union, or their respective doctors, shall jointly select a third doctor to review the case and his/her decision shall be final and binding on both parties.

Section (3) When medical examinations of employees are initiated and conducted exclusively by Employer's physicians, Employer shall assume the costs. Should the Union request the review provided for under Section (2) (b) above, the fee of the Union doctor and expenses he/she may incur in his/her review shall be borne solely by the Union. In the event of a review as provided for under Section (2) (c)

above, the fee of the third doctor and all expenses incurred by him/her in such review shall be borne equally by the Union and Employer.

Section (4) When employer requires a periodic physical examination of its employees by Employer's doctor, as provided for in Section (1), hereof, such employees shall be paid as follows:

(a) During regular working hours, their established rate of pay for actual time lost from work.

(b) Before or after regular working hours, their regular straight-time hourly rate of pay for actual time spent at the doctor's office, plus one (1) hour travel time each way.

(c) Employees will not be assigned for periodic physical examinations on their scheduled days off.

(d) Should further medical attention or treatment be necessary, the Sick Leave and Health Care provisions of this Agreement will apply unless Worker's Compensation coverage is applicable.

Section (5) Pay and travel allowance shall not be paid to those employees visiting the doctor's office for professional services or for securing a release to return to work, except as provided in Section (4) above. Time spent in doctor's office and travel time shall not be considered in computing overtime.

ARTICLE (14) — MEDICAL RELEASES FOLLOWING ILLNESS

Section (1) Any illness of over three (3) consecutive work days duration shall require a release from the treating doctor. Doctor's releases obtained from doctors other than the Employer's doctor shall state the IC9 code for which treatment was given. Employer shall not pay the expense of obtaining a release from other than Employer's doctor.

Section (2) Any employee may be required to report at any time to Employer's doctor for a medical examination. Such employee will be paid at the rates established in Article (13), Section (4), sub-paragraphs (a) and (b).

Section (3) An employee who sustains an illness or injury in the line of duty or otherwise that medically prevents him/her from performing their regular duties for a temporary period may be assigned light duties. Employees who may be assigned light duty for a temporary period must have medical documentation which describes the condition as well as the length of time needed for the light duty if appropriate work is available.

Management will endeavor to be as fair as possible in assigning light duty.

ARTICLE (15) — COURT TIME

Time spent attending court, on a regularly scheduled workday and other than during regularly scheduled work hours, will be paid at straight time rate with a minimum of two (2) hours. Time spent attending court, on a regularly scheduled off day and not otherwise scheduled to work overtime, will be paid at straight time rate with a minimum of four (4) hours. If the two (2) hour or four (4) hour minimum goes beyond the forty (40) hour workweek, court time will be paid at the time-and-one-half rate for any portion extending beyond forty (40) hours.

If the court system places an employee on call the employee will be paid straight time for the time period on call.

ARTICLE (16) — UNIFORMS

Employees will be provided the initial uniform consisting of:

Corporals & Officers

3 Hats – 1 winter 8 point, 1 summer 8 point, 1 winter trooper cap	1 Hand Gun 1 Holster 1 Pepper Spray Holder	1 All Weather Jacket 1 Sweater 1 ASP Baton
1 Class A Jacket	1 Container of Pepper Spray (or equivalent)	(or equivalent) 2 Badges
4 Winter Shirts	1 Pair of Handcuff	3 Vest covers
4 Summer Shirts	2 Name Tags	(total of inside or outside)
6 Utility Pants	3 Winter Dickies	1 Pair of Shoes
1 Winter Pants	1 Pocket Mask	each year
1 Summer Pants	2 Pr. Rubber Gloves	
1 Bullet Proof Vest	3 Pr. Collar Insignia	
1 Sam Brown Belt	(as required)	
1 Raincoat/Hat Cover		

CUP, Guards, Fare Inspectors

1 Winter Hat	1 Pair of Shoes each year	1 Container of Pepper Spray (or equivalent)
1 Summer Hat	1 All Weather Jacket	w/appropriate training
4 Winter Shirts	1 Raincoat	1 Lightweight Jacket
4 Summer Shirts	1 Leather Belt	1 All Weather Jacket
4 Year-Round Pants	1 Pepper Spray Holder	

Training

Instructors

2 baseball caps
Firearms instructor
ballistic vest cover
4 Summer
Training shirts
4 Winter
Training shirts

VIPR

6 BDU Pants/
6 BDU shirts
1 Pair of Boots
every year
2 Baseball Caps

Police K-9

5 BDU Summer Pants
5 BDU Summer Shirts
5 BDU Winter Pants
5 BDU Winter Shirts
2 Baseball Hats
1 Winter Leather Jacket
1 Pair Boots every year

Police Communication Officers

1 Leather Belt
4 Summer Shirts
4 Winter Shirts
4 Year round Pants
1 Pair Shoes every year

Motorcycle

1 Helmet w/Comm Set
1 Foul Weather Riding Gear
rain suit
1 Leather Patrol Jacket
2 Uniform Riding Breeches
1 Riding Boots (Daily)
1 Riding Boots (Winter)
1 Heated Gear
(Cold Weather Riding)

Replacements are provided on the return of worn articles upon approval of the Department Head; however, no single item may be replaced more than once a year. Equipment lost through employee's negligence must be replaced by employee. Uniforms damaged while on duty will be replaced or repaired.

Police members on non-uniformed assignments for a period of at least one (1) year's duration will receive a clothing allowance of \$500.00 at each annual anniversary of such assignment.

Each bargaining unit member will receive a \$250.00 uniform cleaning and maintenance allowance effective January 1, 2014 and each year thereafter.

ARTICLE (17) — FREE TRANSPORTATION

Employer will extend, upon request, to its employees, the courtesy of transportation without charge on the lines, which it operates, upon presentation of an approved identification. However, an employee shall not occupy a seat to the exclusion of a regular passenger.

In the event any employee loses his/her identification card, a period of five (5) days, after notice of such loss is given to Employer, shall elapse before a new card will be issued.

ARTICLE (18) — MEAL ALLOWANCE

An employee who has worked more than two (2) hours overtime immediately following or immediately before his/her regular eight (8) or ten (10) hour workday shall be paid a meal allowance of \$10.00.

ARTICLE (19) — JURY DUTY DIFFERENTIAL

Section (1) An employee who misses his/her regular assignment because he/she is serving on jury duty will be paid the difference between the amount he/she would have earned on his/her regular assignment for that day and the amount he/she received as jury pay. The hours of the missed regular assignment will count as hours worked for the purpose of computing weekly overtime.

In order to receive this jury duty differential, employee must obtain from the Court Clerk a slip confirming the days he/she qualified for jury pay and said slip will be turned in to employee's immediate supervisor upon completion of jury duty term.

An employee scheduled assignments for Saturdays and/or Sundays shall work such assignments during weeks in which he/she is serving jury duty, unless instructed by the court that jury duty will be longer than 2 weeks, then the employee's days off will change to Sun/Sat for the duration of jury duty.

Section (2) On days other than assigned days off should an employee on a jury panel not be scheduled to serve on jury duty for one

(1) day or more, he/she shall report for his/her regular work assignment on such day or days.

Section (3) The assignment to report to Court for selection for Jury Panel will be considered as serving on Jury Duty within the meaning of this Article.

ARTICLE (20) — PROTECTIVE CLOTHING

Employer shall furnish to employees overshoes, when at the discretion of the Department Head the nature of the work so justifies.

Flashlights and batteries will be furnished as required, at the discretion of the MTA.

Equipment lost or damaged through employee's negligence must be replaced by employee.

Employer shall furnish to employees the necessary protective clothing and equipment for protection from blood borne diseases in accordance with applicable state and federal MOSHA and OSHA regulations.

Employer shall furnish to employees the necessary protective clothing and equipment for assignment to motorcycle patrol.

ARTICLE (21) — MILITARY SERVICE

Military Reservists and National Guardsmen who are ordered to active duty in the U.S. armed forces will be granted a leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) as amended.

An employee, who is granted a military leave of absence for service in the Armed Forces, shall retain his/her seniority standing and continue to accrue all types of seniority during the period of such leave of absence.

The MTA will supplement the military pay for up to fifteen (15) days for the annual military training requirement for reservists and guardsmen so that participating employees shall suffer no loss of normal straight time take-home pay. Any of these 15 days, which have not been used, for training in a given year can be used if the employee is federally activated for military duty during the same year.

ARTICLE (22) — GRIEVANCE AND ARBITRATION OF GRIEVANCE

Section (1) Any employee in the bargaining unit who claims to be aggrieved by any action of Employer, whether occasioned by discharge or other discipline or whether because of alleged discrimination against him/her by reason of the failure to apply to him/her any of the benefits of this Agreement to which he/she believes himself/herself entitled or in the application of Employer policies, rules, or regulations., may proceed as follows:

(a) Employee shall submit grievance in writing to his/her immediate Supervisor, giving the Union a copy. Such grievance must be presented within five (5) days (excluding Saturdays, Sundays and Holidays) after it has come to the employee's attention, otherwise it shall not be considered.

(1) Should the Union file a grievance relating to the interpretation of this Agreement, it must be presented within five (5) days (excluding Saturdays, Sundays and Holidays) after such grievance has been brought to Union's attention.

(b) A hearing shall be set at which the employee may be accompanied by or represented by a Union Official. If the grievance is not adjusted to the employee's satisfaction within five (5) days (excluding Saturdays, Sundays and Holidays) after submission to employee's Management Supervisor/Sergeant on Duty, then the individual employee and/or the Union may prepare and submit, within five (5) days (excluding Saturdays, Sundays and Holidays) to the Director of Labor Relations Office, or his/her designated representative, a statement of the grievance and a request for a further hearing of said grievance.

(c) The case shall be set for further hearing which will be held no later than five (5) days (excluding Saturdays, Sundays and Holidays) after the receipt of request by the Director of Labor Relations Office, or his/her designated representative. At this hearing the employee may be accompanied by or represented by one (1) or more but not exceeding three (3) Union representatives. Within five (5) days (excluding Saturdays, Sundays and Holidays), after this hearing the Director of Labor Relations Office, or his/her designated representative, shall respond in writing to the individual employee, with a copy to the Union.

(d) If any grievance cannot be resolved by the procedures herein set forth, or should any difference arise between Employer and Union as to the meaning or application of any provision of this Agreement, which after reasonable effort cannot be mutually adjusted, either Employer or Union may, within fifteen (15) days (excluding Saturdays, Sundays and Holidays) after the Response of the Director of Labor Relations Office, or his/her designated representative, required in paragraph (c) of this Section, request in writing that the dispute be submitted to arbitration.

(e) The failure of the MTA or the Union to honor the time requirements of the grievance procedure shall constitute a forfeiture of its position in the instant case with no prejudice on future disputes of the same nature.

Section (2) The issues shall then be submitted in writing to an arbitrator to be selected as follows:

(a) By mutual agreement of the parties within five (5) days (excluding Saturdays, Sundays and Holidays) from the date of the written request to arbitrate; or failing such agreement,

(b) By the American Arbitration Association which shall make the selection as expeditiously as possible upon the written request of either party.

Section (3) The arbitrator, after being selected, shall commence hearings within two (2) weeks after his availability, and shall render his decision in writing, within four (4) weeks, if possible, following the closing of the hearing.

Section (4) The arbitrator shall be confined to the issues presented in writing, and shall not have the power to add to or subtract from, or to modify any of the terms of this Agreement or of any other agreements made supplementary thereto.

Section (5) The decision of the arbitrator when submitted to the parties, in writing, together with the finding of facts, and the reasons in support thereof, shall be final and binding upon Employer and the Union.

Section (6) The compensation of the arbitrator and the expense of the arbitrator shall be borne equally by the parties. Each party shall bear the expense of preparing and presenting its own case.

Section (7) MTA will grant Administrative Leave (straight time pay not counted as work time for FLSA purposes) to grievant and employee witnesses for time spent in attending the preliminary hearing or the appeal hearing referred to in Section (1) paragraph (b) and (c) of this Article respectively. Union representatives will not be paid by MTA.

ARTICLE (23) — DISCIPLINE AND DISCHARGE

Section (1) The Union further recognizes that the power of discipline is vested exclusively in Employer. Employer agrees that discharge will be for just cause. Where disciplinary action is contemplated, the following procedure shall be adhered to:

(a) In the event disciplinary action is to be taken against an employee, which may result in suspension or discharge, the employee involved will be given a Disciplinary Report Form (MW-20) which will have the complaint listed by his/her Supervisor, and the employee's statement, which he/she may sign, the employee keeping one copy of said form. Final action will be withheld until such time as the Union office has been notified in writing, with a copy of the Form MW-20 attached, and given an opportunity to determine whether or not it desires that a hearing be held for such employee.

Employer shall notify employee, on working status, of any disciplinary action contemplated within ten (10) days from the day of the alleged violation or the date such violation becomes known to the employer.

(b) It shall be incumbent upon Employer to serve this written notice to the Union office within two (2) days (excluding Saturdays, Sundays and Holidays) after the employee has been interviewed on the infraction which causes the need for contemplated discipline.

(c) It shall be incumbent upon the Union to notify Employer's representative, in writing, within two (2) days (excluding Saturdays, Sundays and Holidays) from receipt of the notice by the Union, that a hearing will be requested. These hearings will be held with the Supervisory Officials involved, within five (5) days (exclusive of Saturdays, lays and Holidays) of the receipt of such notification.

(d) If the violation involves the infraction of Employer's Rules or Regulations or derelictions of duty wherein discharge is not contemplated, an employee to be so disciplined is to continue in service pending the hearing.

(e) If the incident is one of a more serious nature, which may result in the discharge of the employee, the employee may be withheld from active service pending a hearing and final action, payment or non-payment for the lost time to be a part of the final determination.

(f) Director of Labor Relations Office, or his/her designated representative, shall hear appeals from disciplinary action by Supervisory Officials and such individual shall have the authority to render an independent decision. Written reasons for disciplinary actions will be given by the person conducting the appeal hearing.

(g) It is understood that the provisions of this Article shall be in accordance with the provisions of Article (22) for the disposition of grievances.

(h) It is specifically understood that the next step from the decision of Employer's designated representative as provided for in paragraph (f) herein is submittal to arbitration in accordance with the provision of Article (22).

Section (2) Review of Records

An employee shall within five (5) working days of a written request to his/her Chief of Police, have an opportunity to review the personnel record maintained by the Chief of Police under the Supervision of a Management Supervisor.

An employee finding materials or notations of which he/she would deem as being in conflict with the provisions of this agreement or a charge placed against him/her of which he/she is unaware of may proceed in accordance with the grievance procedures as outlined under Article (21), Section (1).

Section (3) Expungement of Records

There shall be a periodic review of records of all members of the Union.

Accidents will be dropped from the record after a lapse of time of three (3) years.

Major complaints and violations will be dropped after a two (2) year lapse of time.

Minor complaints, lateness and absenteeism will be dropped after a one (1) year lapse of time.

Section (4) The MTA Police Department shall provide a Law Enforcement Officer's Bill of Rights (LEOBR) Investigatory File ten (10) days prior to the hearing to the employee. If the Law Enforcement Officer desires an additional copy, it shall be provided upon written request by the officer.

The parties agree that it is preferable for an assignment to administrative duties during an LEOBR proceeding to be in an office environment whenever possible.

ARTICLE (24) — GENERAL PROVISIONS

Section (1) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, sex, religion, color, age, national origin, marital status, political opinion or sexual orientation. The Union shall share equally with the MTA the responsibility for applying this provision of the agreement.

All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section (2) MTA will notify Local 1859 of all new hires into

bargaining unit positions. Police management will arrange for a meeting between the Union President or designee and the new hires to be held on MTA premises and pay time. Such meeting shall be limited to one-half hour in duration, and will be used to conduct Union business as determined by the Union President.

Section (3) Union Bulletin Board

The Employer agrees to furnish and maintain one (1) suitable Union bulletin board in a convenient place. The Union shall limit its posting of notices and bulletins, to notices of Union recreation, election, Union appointments and results of Union elections, Union meetings, and bona fide Union activity, not political or controversial.

Section (4) No Strike — No Lockout

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit down, stay-in or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The Employer shall have the right to discipline any employee who is responsible for, participates in, or gives leadership in any activities herein prohibited.

Section (5) Employees must not engage in any other work, full or part-time, which interferes with their duties at MTA. Any employee who is employed at a job other than MTA, or who contemplates working at another job, will submit a written request to the Chief of Police to do so. Failure to do so may result in disciplinary action.

Section (6) Union agrees that its members in the bargaining unit will render faithful service in their respective positions, will cooperate with MTA in effective operation of the business, will be courteous to all persons with whom they come in official contact, will seek to protect the property of MTA from injury at their own hands or at the hands of others, will comply to the best of their ability with the rules of MTA regarding safety and other matters, will observe the applicable Federal, State, and Municipal laws, ordinances, regulations and orders, and will make every effort to prevent

injury to persons and damage to property.

ARTICLE (25) — SENIORITY

Section (1) All new employees hired to fill jobs covered by the bargaining unit shall be on probation for the first year of employment.

Upon completion of the probationary period, members will be granted seniority ranking in their classification from the date of their most recent employment. Until given seniority ranking, an employee shall be subject to lay-off, discipline, or discharge, at the sole discretion of the Employer and without recourse to the grievance procedure.

Seniority will be determined within classifications (Police Communications Officer, Civilian Uniformed Personnel, Cadets, PMF Technicians and Police Officers) of the Police Force. Employees transferred or promoted to another classification within the Police Force will retain full MTA seniority for the purpose of pensions, and length and selection of vacation; however, the seniority for the purpose of picking of work hours will start from the date of entry into the new classification. For the purpose of picking work schedules, Police Officers promoted to the Corporal classification on the same day will be given seniority standing that is in the same order as their score ranking in the selection process.

Seniority shall not be affected by race, sex, age, national origin, religion, ancestry or marital status.

On the effective date of this Agreement, a Master Seniority List showing the names and job titles of all employees entitled to seniority shall be available from the Employer.

The Employer shall keep the Master Seniority List up to date at all times.

Section (2) When a reduction in forces is to be made by MTA within a classification covered by this Agreement, MTA shall advise the Union in writing prior to initiating any action. Such notification shall specify the number of employees to be reduced in each classification.

The force reduction shall be accomplished in the inverse order of MTA seniority within the affected classification(s). The employees with the least MTA seniority in the classification shall be displaced first. Each employee displaced from his/her classification by the reduction in forces has the right to bump into any lower classification covered by this Agreement in which there are employees with less MTA seniority, and for which he/she is qualified. If the bumping procedure results in a surplus of employees in a classification not identified for reduction in the written notification to the Union, force reduction may nevertheless continue in that classification without additional notification to the Union.

Employees remaining displaced at the completion of the bumping procedure shall be laid off. All rights and entitlements to any provisions or programs in this Agreement cease upon layoff. Laid off employees shall be paid for any unused vacation entitlement remaining for the calendar year of the layoff.

If after a force reduction it becomes necessary to hire new personnel for a classification from which employees have been displaced, the vacant position shall be offered to the employees originally displaced from that classification. The position shall be offered to the employee with the most MTA seniority that remains displaced from the classification. This recall opportunity shall exist for one (1) year from the date of displacement, or until recall is offered and declined. Employees in lay off status are responsible to keep their current mailing address on file with the Human Resources Department. Notice of a recall will be via registered mail to this address of record. Failure on the part of the employee to respond within (10) ten days will be considered as declining the offer.

An employee who is recalled will, upon reporting, be made whole for all seniority purposes as though they had never been displaced or laid off. Employees on layoff will be finally terminated from employment upon expiration of the recall opportunity. Time spent on layoff will be credited as service in the calculation of their deferred vested pension as applicable.

Employees returning from layoff will not be required to complete an entire new employment application.

ARTICLE (26) — WORKMEN'S COMPENSATION BENEFITS

Section (1) When an employee becomes entitled to Workmen's Compensation benefits from an accident not caused by his/her own negligence, he/she shall be paid for the balance of day on which he/she is injured and Employer shall pay him/her the equivalent of the daily Workmen's Compensation benefit per day for the first three (3) days the employee misses, provided that those days are not compensated for by Workmen's Compensation benefits.

Section (2) Whenever an employee covered by this Agreement becomes unable to perform his/her regular duties, through no fault of his/her own, by reason of injury intentionally inflicted upon him/her and arising out of or in the course of his/her employment with Employer, compensable under the Maryland Compensation Law, the Employer will pay such employee a supplemental benefit equal to the difference between eight (8) hours pay per day and the disability benefits to which he/she is entitled under said law, for the period of his/her absence from work but not exceeding (30) weeks. This supplemental benefit shall be adjusted as necessary to accommodate an employee working a four day/ten hour per day week. Any employee intending to file for supplemental pay under the provisions of this section must notify Police Management of that intent at the time of, or prior to, receiving their first Worker's Compensation payment. Otherwise, the request will not be considered. MTA shall provide a form for applying for benefits under this section when the First Report of Injury form is given to the employee. In the event of a dispute concerning the ability of an employee to perform his/her duties, such a dispute will be resolved in accordance with the provisions of Article (13) of this Agreement.

Likewise, a sworn police who, through no fault of his/her own, is injured during the discharge of his/her police responsibilities shall suffer no loss of normal straight time income. Eligibility for such payment is determined solely by the MTA Chief of Police. An employee disagreeing with a denial of eligibility may proceed in accordance with the grievance procedures as outlined under Article (22), Section (1).

ARTICLE (27) — PERMANENT PART-TIME EMPLOYEES

The MTA is permitted to hire permanent part-time Employees in accordance

with the terms set forth below.

(a) Permanent Part-Time Employees shall be covered under the Sections of the Agreement dealing with the probationary period, Union Membership, Union representation, grievance procedure, and arbitration.

In addition, permanent part-time employees shall be covered by Article (5), Section (4f); Article (6), Section (2)(a), part time employees will be granted six hours of bereavement leave without loss of pay for any family member listed in the 3 day; Article (8), Section (8); Article (9), Section (1), first four paragraphs-\$2,500 group life insurance and the last paragraph of section (1) (felonious assault death benefit); Article (16), and Article (19).

(b) During the life of the agreement, the maximum number of permanent part-time employees will not exceed the equivalent of twenty-five percent (25%) of the full-time work force, but will not be less than twenty-five (25) people.

In addition to the foregoing complement, MTA employ up to 35 additional part-time employees for fare inspection duties. If the MTA needs to increase the number of part-time employees beyond the established limits, the MTA will initiate the use of Article (31), Section (1). Such employees shall be covered by all provisions of this Article on the same basis as are part-time Civilian Uniformed Personnel.

The MTA may employ up to thirty-two (32) part time Facility Monitor Technicians.

(c) Permanent part-time Civilian Uniformed Personnel shall be used primarily for any work that will relieve the full-time Police Officer for street duty; i.e. yard work, school work, mail run, building security, Kobans, etc.

(d) Permanent part-time Civilian Uniformed Personnel will not work more than thirty-two (32) per week.

However, with prior Union concurrence, Permanent part-time employees may exceed thirty-two (32) hours in any week in which they work during an emergency as defined in Article (5), Section (2), other than

during their regularly assigned hours.

(e) Permanent part-time Civilian Uniformed Personnel will be paid at the same hourly wage rates as full-time guards subject to progression.

(f) Permanent part-time Civilian Uniformed Personnel shall be paid for all time during which they are required by the MTA to perform any duties. Permanent part-time Civilian Uniformed Personnel will not be eligible for time or pay guarantees or for penalty, pay provisions.

(g) Permanent part-time Civilian Uniformed Personnel will be provided free transportation on the lines of the MTA in the same manner as it is provided to full-time employees.

(h) Permanent part-time Civilian Uniformed Personnel will not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided herein.

(i) In accordance with requirements of the law permanent part-time Civilian Uniformed Personnel will be covered by the provisions of the Social Security Act.

(j) Permanent part-time Civilian Uniformed Personnel will not accrue seniority while so employed. A permanent part-time guard who applies and is accepted for employment as a full-time employee shall for all purposes accrue service or seniority only from the date of his/her hire as a full-time employee, except as set forth in this subsection.

- (1) Permanent part-time employees who have been hired as full-time employees will not be required to repeat the hiring wage progression except for any new probationary or progression schedule outlined in the contract. Any employees in this category will be given their original employment date for hiring wage progression purposes only.
- (2) Effective February 19, 1989, a permanent part-time employee upon being hired as a full-time employee will be given credit for part-time service for the purpose of determining the vacation entitlement equal to one (1) month of creditable service for each one hundred seventy three (173) pay hours received. Current employees who were part-time on February 19, 1989, shall be given credit for part-time ser-

vice preceding that date on the basis of one (1) month credit for each two (2) months of service.

- (3) Effective February 19, 1989, permanent part-time employees will participate in the Pension Program under the same terms and conditions as full-time employees, provided that for purposes of determining the benefit amount only, creditable service shall accrue at the rate of one (1) month of creditable service, or portion thereof, for each one hundred seventy three (173) pay hours received. Current employees who were part-time on February 19, 1989, shall be given credit for part-time service preceding that date on the basis of one (1) month credit for each two (2) months of service.

(k) No full-time police officer(s) will be laid off while part-time employees are employed, except where it is demonstrated that the layoff would have occurred in the absence of part-time guards. In addition, no full-time police officer(s) on the payroll on February 17, 2005, shall be laid off until all permanent part-time employees are laid off.

(l) The following holidays are designated as paid holidays for permanent part-time employees who have completed one (1) year of service:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Holiday pay for permanent part-time employees shall be based on normal hours that would be scheduled during the week of the holiday:

Normal Scheduled Weekly Hours	Holiday Pay Hours
Less than 15	2
15 to 20	4
21 to 30	6
31 or more	8

If the employee is not required to work on the day of the holiday, he/she will receive holiday pay only. If required to work on the day of the holiday, he/she will receive holiday pay, plus pay for such work performed.

The provisions of Article (7) Section (2), apply to permanent part-time employees.

All hours worked on a holiday not listed above will be compensated at one and one-half (1 ½) times the straight time hourly rate.

(m) Effective February 19, 1989, permanent part-time employees who have completed one (1) year of continuous service will be eligible for and bound by the first three (3) opening paragraphs of Article (9) and 9S Section (2) of that Article.

Effective September 26, 2001, part-time employees are eligible to join the State of Maryland's cafeteria benefit plan. Such election precludes subsequent enrollment in the NITA Health and Welfare Program.

(n) Whenever an employee covered by this Article becomes unable to perform his/her regular duties, through no fault of his own, by reason of injury intentionally inflicted upon him/her and arising out of or in the course of his/her employment with MTA, compensable under the Maryland Compensation Law, the MTA will pay such employee a supplemental benefit equal to the difference between the disability benefits to which he/she is entitled under said law and the normal paid time of his/her weekly assignment. This supplemental payment shall continue during the period of absence from work, not exceeding thirty (30) weeks. In the event of a dispute concerning the ability of an employee to perform his/her duties, such a dispute will be resolved in accordance with the provisions of Article (13) (Medical Examinations) of the agreement. The additional conditions of Article (26) also apply.

(o) Part-time employees who have completed one (1) year of service will be allowed sixteen (16) hours of personal leave per calendar year. Employees on a personal leave day off will be paid for their normally scheduled hours. MTA shall establish reasonable rules and procedures for the taking of such personal leave hours. Personal leave hours may not be carried forward to a new calendar year.

(p) Part-time employees will be allowed one (1) week vacation annually beginning in the calendar year during which they complete their second year of employment. Employees on the one (1) week vacation will be paid for their normally scheduled hours that week. MTA shall establish reasonable rules and procedures for the taking of such vacation.

(q) Part-time employees who have completed one (1) year of service and are regularly scheduled to work at least 20 hours per week will be allowed twelve (12) hours of sick leave per calendar year. Employees on sick leave will be paid for their normally scheduled hours. MTA shall establish reasonable rules and procedures for the taking of such sick leave hours. Sick leave hours may be carried forward from year to year with unlimited accumulation. Any unused accumulation of paid sick leave will be canceled upon the termination of an employee's active service with the MTA.

ARTICLE (28) — IN SERVICE TRAINING

All employees must complete in-service training in accordance with the Regulations promulgated by the Police Training Commission (.08 In-Service Training).

If an employee fails to successfully complete the in-service training course, he/she must retake the course when rescheduled to do so. During the period required retaking the in-service training course, the employee will be paid at his/her regular rate. Should the employee fail the course when rescheduled, he/she may be dismissed.

ARTICLE (29) — TRANSFER AND PROMOTION

Section (1) When an employee is considered qualified for a vacant Management position or any other position outside of AFSCME, Local 1859 jurisdiction, and is awarded the vacant position, the employee shall be given a probationary period to prove his/her ability to fill that position. The probationary period shall be six (6) months for management positions and ninety (90) working days for positions in another bargaining unit.

Section (2) A member accepting a change in job classification

within the bargaining unit shall be given a ninety (90) working day probationary period to prove his/her ability to fill the position.

Section (3) Prior to the expiration of the probationary periods set forth in Sections 1 and 2 above, if the employee fails to perform satisfactorily, or decides that they do not want to perform the duties, the employee may revert back to their last position in this bargaining unit without a loss of seniority.

Section (4) While MTA retains its right to determine the qualifications of employees for each classification in the bargaining unit, it is agreed that seniority shall prevail whenever it is necessary to break a tie in qualifications among competing members.

Section (5) Vacancies in Bargaining Unit classifications, which the Administration wishes to fill, shall be offered first to qualified members before filling from outside of the Unit.

ARTICLE (30) — CONTRACTING OUT

If a need arises to contract out work performed by MTA bargaining unit employees, the employer and the union shall meet and discuss a plan that minimizes contracting out work performed by permanent Police Officers, PMF Technicians and Civilian Uniformed Personnel. Such a discussion will be to inform the Union and will not be subject to grievance and arbitration.

ARTICLE (31) — CONTRACT

Section (1) Modification of Current Agreement

If either party desires to modify this Agreement during the term of the Agreement, it shall give the other party thirty (30) days notice. A meeting of a representative of the Union and MTA's Administrator/General Manager or a representative designated by him/her will be held to consider the proposals. If agreement is reached, it will be signed and become a supplement to this Agreement. If no agreement is reached, the existing terms of the Agreement will apply.

Section (2) Duration of Agreement

The Agreement shall become effective with the signatures of the parties and shall remain in force and/or effect through December 31, 2015 and shall continue in force and effect from year to year thereafter unless written notice of amendment, revision, modification or termination is given by either party to the other party by registered mail on or before the 31st day of October prior to the expiration period of this Agreement or any renewals thereof.

Section (3) In the event that, pursuant to the preceding Section (2) of this Article, either party gives written notice of amendment revision or modification of this Agreement or request termination of all or any part of this Agreement, and negotiations fail to result in an Agreement between the parties, all issues in dispute shall be submitted to a Board of Arbitration on written demand of either party. The Board of Arbitration shall be composed of three (3) people, one (1) to be chosen by Employer, one (1) to be chosen by the Union, and the two (2) thus selected to select the disinterested arbitrator. The findings of a majority of said Board of Arbitration shall be final and binding on the parties hereto. Each of the parties hereto shall name its arbitrator within ten (10) days after having received written notice from the other party hereto, and if either party fails to name its arbitrator it shall forfeit its case. If, after a period of ten (10) days from the date of the appointment of the two (2) arbitrators representing the Union and the Employer the disinterested arbitrator has not been selected, then either arbitrator may request the American Arbitration Association to furnish a list of five (5) people from which the arbitrator shall be selected. Federal Mediation and Conciliation Service shall be asked to furnish such list within seven (7) days of the receipt of the request. The arbitrators appointed by the parties, no later than five (5) days after the receipt of such list, shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate one (1) name until only one (1) name remains, and that person on the list shall be the disinterested arbitrator and chairman of the board. All the conditions in this contract shall remain undisturbed during the arbitration proceedings. Each of the parties hereto shall bear the expense of its own arbitrator, and the parties hereto shall jointly bear the expenses of the impartial arbitrator.

IN WITNESS WHEREOF, the parties cause their names to be subscribed by their duly authorized Representatives, this 24th day of August 2014.

MARYLAND TRANSIT ADMINISTRATION

Robert L. Smith

WITNESSES

Brian K. Williams
Gerry Grant
Bill Rommel
Captain Robert Stanley

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES COUNCIL #67
AND POLICE LOCAL NO. 1859**

Archer M. Blackwell

WITNESSES

Jerome Damon
Martin Carrington
William Pruitt
James Smith

WAGE AGREEMENT IMPLEMENTATION ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MARYLAND TRANSIT ADMINISTRATION
AND
LOCAL 1859 AFSCME

The Maryland Transit Administration (the “MTA”) and Local 1859, AFSCME, (the “Union”) hereby agree to the following implementation of the wage provisions (Article 8 Wages) of the Collective Bargaining Agreement between the parties, effective January 1, 2012 and ending on December 31, 2015. The parties agree that the implementation shall be completed no later than 120 days from the date of ratification unless otherwise indicated.

1. All active sworn officers received one-step increase on 7-1-12 or 1-1-13 depending on their respective salary step date. All active sworn officers received COLA increases effective 1-1-13 and again on 4-1-13.
2. All Civilian Uniformed Personnel, Police Monitoring Technicians, and Police Communication Officers, received a step increase on 7-1-12 and a 2% COLA increase effective 1-1-13.
3. All active sworn officers will receive a 3% COLA increase effective January 1, 2014. In addition, these officers will receive a step increase effective April 1, 2014. These officers will receive an additional step increase effective on their respective salary step date of 7-1-14 or 1-1-15. These officers shall receive back pay to be calculated at the new rates as of the effective dates of the rate increases for all hours paid during the respective periods.
4. All officers having reached 10 years of service as of January 1, 2012 and, thereafter, reaching 10 years of service as of their anniversary date shall move to Grade 83 (Senior Officer) and shall receive back pay calculated at the new Grade and rates as of the effective dates of the

respective rate increases for all hours paid during the respective periods including the rate increases indicated in paragraph 3 above.

All corporals will receive a COLA raise as of 1-1-14 and back pay will be calculated at this new rate for all hours paid from 1-1-14 to 3-31-14. This same group will receive a Step raise as of 4-1-14 and back pay will be calculated at this new rate for all hours paid from 4-1-14 to 6-30-14. This same group will receive a step raise as of 7-1-14 or by 1-1-15 and back pay will be calculated at this new rate for all hours paid from 7-1-14 as applicable. Effective 10-1-14, Cpl Miller and Cpl Jackson will receive a step raise to bring them in line with their correct step position.

Each bargaining unit member will receive \$100 uniform cleaning and maintenance allowance on 11-1-14 to make up the difference of the total amount agreed upon that was effective 1-1-14.

All Civilian Uniformed Personnel, assigned to State Grade 6 Wage Schedule, shall receive a step increase effective 7-1-13 for which back pay shall be calculated at this new rate for all hour paid from 7-1-13 to 12-31-13. There shall be a 3% COLA increase effective 1-1-14 for which back pay shall be calculated at this new rate for all hours paid from 1-1-14 to 6-30-14. This group shall receive a step increase effective 7-1-14 for which back pay shall be calculated at the new rate from 7-1-14 as applicable.

All Police Monitoring Technicians, assigned to State Grade 9 wage schedule, shall receive a step increase effective 7-1-13 for which back pay shall be calculated at this new rate for all hour paid from 7-1-13 to 12-31-13. There shall be a 3% COLA increase effective 1-1-14 for which back pay shall be calculated at this new rate for all hours paid from 1-1-14 to 6-30-14. This group shall receive a step increase effective 7-1-14 for which back pay shall be calculated at the new rate from 7-1-14 as applicable.

All Police Communication Officers, assigned to State Grade 11 wage schedule, shall receive a step increase effective 7-1-13 for which back pay shall be calculated at this new rate for all hour paid from 7-1-13 to 12-31-13. There shall be a 3% COLA increase effective 1-1-

14 for which back pay shall be calculated at this new rate for all hours paid from 1-1-14 to 6-30-14. This group shall receive a step increase effective 7-1-14 for which back pay shall be calculated at the new rate from 7-1-14 as applicable.

The following is supplemental back pay for SOD members:

Officers Rod Jackson and Timothy Torrence (Motorcycle units) will receive .75 cents per hour for all hours worked in the Motorcycle unit from 3-28-10 to 12-31-11. These same 2 (two) officers will receive additional pay of \$1.50 per hour for all hours worked in the Motorcycle unit from 1-1-12 as applicable.

Officers assigned to the VIPR unit, James Drewery (3-12-14), Jason Scheidt (3-12-14), Dominic Jones (7-7-12) and Anthony Grant, will receive .75 cents per hour for all hours worked in the VIPR unit from 5-10-10 to 12-31-11. These same 4 officers will receive additional pay of \$1.50 per hour for all hours worked from 1-1-12 to 9-30-14 or their exit date from the unit. Officer Courtney Green will receive an additional \$1.50 per hour for all hours worked in the VIPR unit from 4-8-13 as applicable.

Officers assigned to the Detective unit, Margaret Fleming, Lisa Matthews, Tavondia Jones, Anjanette McBride, Andre Jackson, Ryan Naglieri, and Tavon Richardson, will receive an additional \$1.20 per hour for all hours worked in the Detective unit from 1-1-12 as applicable. The increase in the clothing allowance for the non-uniformed assignments will be effective on 1-1-14 and it will be retro for all Detectives.

Officers assigned to the K9 unit, William Pruitt, Donald Paige, Melvin Harris, Melissa Higgs, will receive an additional .75 cents per hour for all hours worked in the K9 unit from 1-1-12 as applicable. Officer Raquel Bailey-Harrison will receive an additional .75 cents per hour for all hours worked in the K9 unit from 1-1-12 to 3-9-13.

The parties further agree, as a result of a signed Memorandum of Understanding and without precedent, Grievances 2012-26, 2013-11, 2013-12, 2013-13, 2013-14, 2013-15, 2013-16 and 2013-19 are hereby withdrawn.

APPEXDIX "A"
VOLUNTARY CHECK-OFF ALTHORIZATION
TO THE
MASS TRANSIT ADMINISTRATION

You are hereby authorized and directed to deduct from my wages for each weekly payroll period all Union dues, including assessments, if any, as shall have been certified by the Financial Secretary of the International Union of the American Federation of State, County and Municipal Employees Council #67 and its affiliate Police Local Union No. 1859. Said deductions shall be made upon the terms and the manner provided in the Agreement between the Maryland Transit Administration and International Union of the American Federation of State, County and Municipal Employees Council #67 and its affiliate Police Local Union No. 1859. The amounts so collected are to be remitted by the Maryland Transit Administration to Council #67.

This authorization and assignment shall be irrevocable for a period of one (1) year from date of execution, or until the termination date of the Agreement between the Maryland Transit Administration and International Union of the American Federation of State, County and Municipal Employees Council #67 and its affiliate Police Local Union No. 1859, dated _____ whichever occurs sooner, and not more than forty-five (45) days prior to _____ or the end of any subsequent yearly period, I give the Maryland Transit Administration and the Union written notice of relocation, bearing signature thereto.

Signature and Badge No.

Department

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