

AGREEMENT

BETWEEN

THE

MARYLAND TRANSIT

ADMINISTRATION AND

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL #3

LOCAL NO. 1859

EFFECTIVE JANURARY 1, 2024

THROUGH DECEMBER 31, 2027

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This agreement entered on January 1, 2024 between the Maryland Transit Administration (hereinafter referred to as the "Employer") and the Municipal Employees Union of the American Federation of State, County and Municipal Employees Council #3 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 with 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 wages, hours of employment or other conditions of employment for all its sworn police officers through the rank of Corporal and non-sworn employees (inclusive of the following classifications: Police Communication Officers (PCO), Civilian Uniformed Personnel Services (CUPS), Police Monitoring Facility Technician (PMFT), and Cadets. All instances of gender-specific pronouns which might appear in the Agreement are to be read as gender-neutral pronouns.

Union business shall not be conducted on MTA's property without the permission of the Chief of Police or their 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 their 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 paid for attendance at grievance, grievance appeal or Police Accountability Act 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.

Section (2) Definitions of Sworn Officers

Entry Level/Recruit Officer- An individual who is hired that is required to successfully complete a Police Academy recognized by the Maryland Police Training and Standards Commission (MPTSC).

Lateral Officer- An officer who is currently employed by another law enforcement agency and possesses an active police certification that is recognized by the MPTSC. The officer may utilize sick leave within three months. See Article 10.

Former Officer

(a) A rehire will be able to keep their sequence number but not their seniority.

(b) An individual who was previously employed as an MTA Police Officer who voluntarily left employment and is in in good standing and is rehired within two (2) years of last MTA Police employment date. For the purposes of this contract, they will be eligible to utilize sick leave three months after the date of hire. See Article 10.

Certified Officer- An individual who was previously employed as an officer and possessed a police certification recognized by the Maryland Police Training and Standards Commission (MPTSC) within the previous five (5) years.

Section (3) Probationary Period

(a) Sworn Officers

The Employer and Union agree that the probationary period shall be twelve (12) months from employee's graduation from the Police Academy and during their entire waiting period to enter the Police Academy. The employee's appointment date, for a new sworn employee hired as a Police Officer, begins on the 1st day that the employee reports to work for the MTA.

The Police Officer's sequence number has no bearing on the Officer's MTA seniority date or seniority determination.

(b) Non-sworn Employees

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 of six (6) months from the date of hire. Persons hired into the Police Communication Officer classification will serve a twelve (12) month probation period from date of hire.

(c) Extension of Probationary Period

The employer may extend the probation period for any employee to 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 the expiration of the original probation. Failure on the part of MTA to adhere to the thirty (30) day notice shall void the extension opportunity.

The 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.

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

Section (4)

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)

Upon receipt of a signed voluntary consent and authorization form provided by either MTA or Union, MTA 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), in so far as permitted by State and Federal laws.

Section (2)

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

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

Section (3)

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

Section (4)

In making deductions and remittances for membership dues and assessments to the Union, Employer is entitled to rely upon notification by the Union, as to amount of money due to the Police Council, by an employee. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, actions, damages or other forms of liability 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 #3.

Section (5)

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 RIGHTS

Section (1)

The Employer shall retain the exclusive right and authority, at its discretion, to maintain the order and efficiency of the public service entrusted to it and to operate and manage the affairs of the Department in all aspects including, but not limited to, all rights and authority held by the Department prior to the signing of this Agreement (including that provided by Federal, State or Local Law.) The Union recognizes that the following rights, which are in no way wholly inclusive, belong to the Department exclusively, except where abridged by an express provision of this Agreement. a) To determine the purposes and objectives of the Department. b) To set standards of services offered to the public. c) To determine methods, means, personnel and other resources by which the Department's operations are to be conducted. d) To exercise control and discretion over its organization and operations. e) To establish reasonable work rules. f) To demote, suspend, discharge or take any other appropriate disciplinary action against its employees for just cause and in accordance with all applicable laws. g) To determine the mission, budget, organization, number of employees, number, type and grade of employees assigned, methods, processes by which said work has to be performed, technology needed, internal security practices, and relocation and/or reallocation of resources. h) To set standards of performance, appearance, and conduct. i) To control and regulate the use of all equipment and property of the Department. j) To direct its employees. k) To hire, promote, transfer, assign or retain employees.

Section (2) Past Practices

A past practice is defined as the parties' recognized response to a recurring situation as follows:

- 1) The practice is clear and applied consistently.
- 2) The practice was not a special one-time benefit or meant at the time as an exception to a general rule.
- 3) Both the Union and Employer

knew that the practice existed, and both the Union and the Employer agreed with the practice or, at least, allowed it to occur. 4) The practice existed for a substantial period of time (at least six (6) years) and it occurred repeatedly.

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) workdays in advance of posting the changes for a new pick. Such written notification shall include a copy of the new pick sheets for review. If four (4) or more promotions to rank of Corporal occur within ninety (90) days of the start of the current work pick, MTA will notify the Union in advance for the purpose of conducting a new pick for Corporal rank.

(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, CUPS members, PMFTs, and PCOs 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 CUPs, one for each Special Operations Division (SOD) unit, one (1) for PMFTs and one (1) for PCOs. At the time the schedules are posted, MTA also posts 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 tactical positions to 25% 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 their 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 hours 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 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 hour (1) prior to their scheduled starting time. Failure to notify shall be deemed absent without leave and subject to disciplinary action, for just cause. When Management assigns Probationary Police Officers who did not participate in the work pick, the MTA will send the Union a copy of the new assignments of the Probationary Police Officer(s) within five (5) days.

Section (2)

Advance notice will not apply during unforeseen emergency periods. Emergency periods will be declared by the Chief of Police or their designee. 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 each classification (Corporal, Officer, PCO, PMFT, CUPS).

(a) An employee will register their name, thereby indicating their desire to work on day off or before or after their assigned shift. The employee must register their 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 to such overtime work only when it is determined from the workbook that they are eligible for a turn among those registered and they are 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 their 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 (7.5) 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 (1.5) 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 their 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 ensure that the originally scheduled daily hours remain available to be worked.

Section (5)

MTA's 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, ATT 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 Union Officials.

(a) No member shall be assigned permanently to a specialized unit unless that member has three (3) years of MTA service from their date of hire 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.

ARTICLE (6) LEAVE

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 leave of absence shall be made as far in advance as possible, usually two (2) weeks. Management, when given two (2) weeks written notice, shall respond to such request no later than five (5) business days from receipt of said request.

Section (1) Union Officer Leave of Absence

Any member of the Union whose holding of office in the Union necessitates their 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 their former position, if physically fit and able to qualify. Should such employee fail to qualify to perform their former duties with Employer, every effort will be made by Employer to assign them work of a lesser nature for which they 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 their 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 Leave

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 the Chief of Police or their designee and does not impair or inconvenience the operation of the Employer and provided there are employees available who are capable of doing their work.

However, leaves of absence shall not be granted to employees who engage in other kinds of employment or business. An employee who obtains a leave of absence by false representation shall be subject to dismissal.

Each employee, after completion of their initial six (6) months service (rehired officers after three (3) months of service), shall be entitled to thirty-two (32) 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 seven (7) calendar days but no sooner than fourteen (14) 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 four (4) calendar days of receipt.

Employees will be allowed an additional one (1) personal leave day within a calendar year to request personal leave.

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 the 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 their recent balance of Personal Leave Hours on a regular basis, but not more 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 four (4) 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 (1) day of available sick leave may be utilized to attend the funeral of family members not listed above.

Subject to the four (4) day or one (1) day limitations contained in this provision, a day or days spent travelling 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

MTA will provide FMLA in accordance with Federal Laws and rules as contained in MTA's FMLA policy.

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
President's Day	Third Monday in February
Juneteenth	June 19
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. If a holiday falls on a Saturday, it shall be observed on a Friday.

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 workday preceding the holiday or the first regularly scheduled workday following the holiday will be disqualified unless absent for one of the following reasons:

(a) Employee is on authorized vacation,

(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 they are not excused from work they shall receive, in addition to their regular day's pay, an additional day's pay at their 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 their 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, they shall receive, in addition to the holiday pay, one and one-half (1.5) times their 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 at least 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 employee(s) 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/COMPENSATION

Section (1) Non-Sworn Employee Wages (See Appendix A)

All non-sworn personnel represented by local 1859 will be placed on the State of Maryland Standard & Bargaining Unit Salary Structure. Employees shall be considered in accordance with the wage schedules set forth 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.

Non-Sworn Grade Wage Scales:

Grade 9 - Civilian Uniform Personnel Services (CUPS)

Grade 10 - Police Monitoring Facility Technician (PMFT)

Grade 15 - MTA Police Communications Officer (PCO)

Step increases will be awarded based on the State of Maryland Standard and Bargaining Unit Salary Structure.

Wage increases will be limited to those specified in this Agreement for the duration of the Agreement.

After July 1 of each year, wage rates are published on the Maryland Department of Budget and Management website.

Section (2) Police Officer Wage Schedule (See Appendix A)

(a) 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. Step increases, when provided, shall occur on January 1 of each calendar year covered by this contract and in accordance with DNR pay guidelines. 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.

(b) The Employer and the Union agree that the starting salary for new MTA Police Officer recruit/entry level positions will be DNR Police wage scale grade 080. Police officer recruit salary will progress to DNR Police wage scale 081 - Step 1 on the date the said MTA Police Officer recruit has graduated from their respective police academy. Only employees who graduate from their respective Police Academy shall receive DNR Police wage scale 081 - Step 1. An MTA Police Officer's salary will progress to DNR Police wage scale 82 – Step 1, 12

months after the date (anniversary date) the said officer graduated from their respective police academy.

(c) Upon ten (10) years of service, on the anniversary of their hire, date the officer will be placed on DNR Police wage scale grade 83-Senior Officer.

(d) All subsequent wage/salary step increases will occur on January 1 of each year as provided on the DNR Police wage scale.

(e) Sworn officers hired from other law enforcement agencies qualified as "Lateral Officer" will be placed on the DNR Police wage scale 082 on the corresponding wage/salary step with their associated years of service up to nine (9) years of credited service. Newly hired personnel that qualify as a "Certified Officer" will be placed on the DNR Police wage scale 082 with their associated years of service up to five (5) years of credited service. Lateral Officers' and Certified Officers' date of hire.

Additional Schedule

1. Corporals will be placed at DNR Police Wage Scale 085 upon promotion with subsequent wage/salary step increases to occur on January 1 of each year as provided on the DNR Police wage scale.

2. Hours worked as a Certified Radio Operator will be compensated at the rate of an additional sixty-five (\$0.65) 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 two dollars (\$2.00) per hour in base wages for hours worked.

4. Officers and Corporals assigned to Special Operations Division (Detectives, A.T.T., Motorcycle Unit, and K-9 Unit) will receive an additional one-dollar fifty cents (\$1.50) per hour in base wage.

5. Hours worked as a Mobile Field Force/Civilian Disturbance Unit will be compensated at the rate of an additional one dollar fifty cents (\$1.50) per hour in base wage for hours worked.

6. AFSCME members holding non-sworn positions who are assigned to provide entry level Field Training and to perform Training Instructor work shall receive an additional one dollar (\$1.00) per hour for hours worked performing said training.

Section (3)

The established work week 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 (1.5) 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 workday shall be considered as time worked provided employee qualifies for holiday pay (if holiday pay is involved).

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

Section (4)

Any employee who has completed the probationary period and is temporarily assigned to a position in a higher grade than their 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 (5)

Corporals who are exercising the full responsibilities of Squad Leader in the absence of a Sergeant, 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 Corporal's 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 (6)

All employees will be compensated an additional sixty cents (\$0.60) 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 (7)

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 workday on call and four (4) hours when on call on their scheduled day off. If K9 or detective unit employee 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 are 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 (8)

Eastern Daylight Time starts as designated by law. As a result of the advancement of clocks one (1) hour, an employee who is working a night shift and who actually works one (1) hour less than the clock time shows, shall be given the benefit of that hour and be paid for the hour not actually worked. Because 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.

Section (9) Annual Higher Education Bonus

Sworn Officers of Local 1859 Members may be eligible for an annual Higher Education Bonus beginning with the effective date of the ratified contract and payable beginning the first pay period of January 2025. This annual bonus is for those sworn officers who have completed a higher education degree and submitted a certified transcript from the accredited college or university to Human Resources by way of the department chain of command. The transcript must indicate that a degree was awarded.

The annual Higher Education bonus will be awarded as follows:

Associate Degree	\$125.00
Bachelor's Degree	\$250.00
Master's Degree	\$375.00
Doctorate Degree	\$500.00

ARTICLE (9) BENEFITS

Article (9) shall remain unchanged except as necessary to comply with the Patient Protection and Affordable Care Act. The parties agree to meet as soon as practicable to identify the required changes, if any.

Where specific insurance carriers and/or policies are named in this article, it is understood that it 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 their employment and is eligible to receive benefits and or compensation pursuant to the Workers' 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 Workers' 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 a conversion may not be reversed. No additional conversions will be permitted after January 1, 2020.

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 with 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 the Employer's medical examination and have been accepted for employment, a Group Life Insurance Policy of \$30,000 for active employees.

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, they may do so without any waiting period 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, they 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 \$1.00 per month.

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

Section (2) Death Benefits

Felonious Death Benefit

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

Death Benefit

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 anyone (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 spouse 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 spouse 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 their death, depending upon their 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 Beneficiary's Classification Years of Service

	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 anyone (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 they have 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. If the employee is out for over three (3) consecutive workdays, the sick leave application must be accompanied by a certificate signed by a duly qualified physician who had attended the employee during the period of their illness or injury, stating the nature of the illness or injury, the beginning and ending days the employee was under their care and the date when the physician considers the employee able to resume their 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 appropriate diagnosis 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 on the Monday preceding the Friday pay day of that week.

When an employee, receiving benefits and/or compensation pursuant to the Worker's Compensation Act, is released but is still unable to return to work due to other illness, they 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).

Employees on Military Leave of Absence shall retain credit for all sick leave accumulated before going into military service. They shall not accrue additional sick leave during their military service. They will be allowed sick leave for the Contract Year in which they return from military

service if they return no later than November 30; if they return on or after December 1, they will not be allowed sick leave for the calendar year in which they return 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 their period of leave of absence; will be allowed sick leave for the Contract Year in which they return from such leave of absence if they return not later than November 30; if they return on or after December 1, they will not be allowed sick leave for the Contract Year in which they return from such leave of absence.

Any employee before returning to work after more than one (1) day of illness must contact their 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 workday to return. If the employee's regular shift has not been filled, then they will be permitted to work on the date they are 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 their own.

Section (2) Group Sick Leave Bank

Members may donate up to one hundred twenty (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 or 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.

g. Employee to Employee Sick Leave Donation - An MTA employee represented by AFSCME 1859 may voluntarily donate sick leave to another MTA employee(s) represented by AFSCME 1859 who has a catastrophic illness or injury or a serious and prolonged medical condition and has exhausted all accrued leave.

A catastrophic illness or injury is a condition that is incapacitating or life threatening as certified by a health care provider.

A serious and prolonged medical condition is a physical or mental impairment that substantially limits the ability of the individual to perform the essential functions of their job, which cannot be accommodated through reasonable accommodation.

h. The donating employee may voluntarily donate, in increments of the employee's normal workday, any amount of unused sick leave only to the extent that the employee has a sick leave balance of at least two hundred forty (240) hours remaining after making the donation.

i. Sick leave may only be donated to another employee who has exhausted all available annual, personal, sick and compensatory leave and the receiving employee is personally experiencing one or both health conditions described in 2(g) above or a member of their immediate family is experiencing one or both health conditions described in 2(g) above.

j. For purposes of this sick leave donation agreement the employee's immediate family includes spouse, biological or adopted child, parents or grandparents, for whom the employee is needed to provide direct care.

k. The receiving employee may not receive more than a combined total of five hundred twenty (520) hours of donated leave from donating employees. The receiving employee may not use the donated leave for any continuous period that, when combined with all other forms of paid leave, exceeds nine (9) months.

l. If the receiving employee does not use all the donated leave, the remaining hours of leave shall be automatically transferred to the AFSCME Local 1859 Sick Leave Bank described herein.

m. A receiving employee shall be denied the use of the donated sick leave if the receiving employee:

- i. Fails to provide satisfactory medical documentation attesting to their qualification to receive said leave donation as described herein to the Human Resources Department (Manager of Benefits or Human Resources Director), or
 - ii. Has not exhausted all available annual, personal, sick, or compensatory leave, or,
 - iii. Will not return to MTA employment or is retirement eligible, or,
 - iv. Has through intimidation, threat or coercion interfered with or attempted to interfere with the right of another employee to donate or not donate donated leave, or,
 - v. Has promised some compensation or an item of value to persuade the employee to donate their sick leave.
- n. The donating and receiving employees are both required to separately complete a separate copy of the AFSCME Local 1859 Sick Leave Donation Form included in the Addendums of this CBA.
- o. The MTA Chief of Police or their designee will request an eligibility determination from the MTA Human Resources Department (Manager of Benefits or Director Human Resources). Once the donating and receiving employees have been determined to be eligible to participate in this voluntary leave donation, the MTA Chief of Police or their designee will approve or disapprove of the requested leave donation. This decision may be the subject of the grievance and arbitration procedure defined in this CBA.
- p. The respective donation receiving employees will receive the response to this donation request within ten (10) working days from the form's submission to the immediate supervisor.

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 their 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 rated 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 workday absent from work.

ARTICLE (11) VACATIONS

Section (1)

Effective with vacations to be taken in the calendar year, 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
One year Service	One Week
Two – Four years of Service	Two Weeks
Five-Ten years of Service	Three weeks
Eleven – Nineteen years of Service	Four weeks
Twenty – Twenty-two years of Service	Five weeks
Twenty-three years of Service or more	Six weeks

If an employee leaves the service of the MTA for any reason other than retirement or death during the year in which they first qualify or a first, second, third, fourth, fifth or sixth week of vacation, after having taken their full vacation prior to their anniversary date of employment, the MTA shall deduct one (1) week of vacation pay from their 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 their heirs, if during the fifty-two (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 a week off is to be taken during any open week subsequent to their 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 their 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 their 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 their 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 Workers' Compensation has been paid shall be included in days worked.

(d) An employee having selected their vacation and who fails to meet the requirements of Section (a) above may take their vacation in any vacancy in the vacation schedule after qualifying for days worked. If there is no vacancy in such a vacation schedule after they have worked the required number of days, they 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 their 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 switch their picked vacation provided the day or week is available on the master vacation if management approves based on operational need.

Section (3)

An employee returning from military service, who has otherwise qualified for a vacation before entering military service and who has not received their vacation allowance during the current calendar year before entering military service, shall, upon their return to duty for a period of thirty (30) workdays before scheduling their vacation, be eligible for their vacation. Selection of

a vacation date by such an 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 their vacation, and has worked the required number of days as set forth in this Section, shall be paid out their 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 schedule 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 A.T.T. 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 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

Management will provide a pick for the selection of up to five (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 (5) 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. Management will not provide additional slots on holiday due to personnel 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 (3) 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 their paycheck through the normal MTA methods and time frames (no vacation advances).

ARTICLE (12) PENSION COVERAGE

It is understood and agreed that the plan referred to herein shall continuously be a tax-qualified plan under Internal Revenue Code Section 401(a). It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Plan Document governing the Plan. The Plan Document shall be maintained by the Employer. (See Appendix A)

The pension elements and benefits for non-LEOPS pensions described in this CBA and specifically this Article represent collectively bargained pension provisions and modifications thereto. The Maryland Transit Administration Pension Plan document ("Pension Plan

Document”) is the controlling document of this pension plan. All conflicts between this CBA and the Pension Plan document are resolved via the provisions of the Pension Plan.

Active employees are defined as those employees regularly working, and those on approved leave of absence including FMLA 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 those shall be specifically extended to them.

Procedures

Application

When employees wish to apply for a pension, they should 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 their sixty-fifth (65th) birthday must make application by 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 the date of retirement.

Effective on or after the date of ratification all employees shall contribute five (5) percent of pensionable earnings to the MTA Pension Plan for ratification. Effective July 1, 2025, employees shall contribute six (6) percent of pensionable earnings to the MTA Pension Plan. Effective January 1, 2026, employees shall contribute seven (7) percent of pensionable earnings to the MTA Pension Plan. Employee contributions shall continue until such time as the plan actuary certifies that the market value funded ratio equals or exceeds 100% (as determined by using the funding assumptions then in effect), at which time employee contributions shall cease. If the funded ratio subsequently falls below 95%, employee contributions of seven (7) percent shall resume until such time as the plan actuary certifies that the market value funded ratio returns to 100%. The required employee contributions will be “picked up” by the MTA in accordance with Section 414(h)(2) of the Internal Revenue Code. Employees who separate from the MTA before becoming eligible for a Normal, Early, Disability, or Deferred Vested pension benefit, shall be entitled to a return of their contributions plus interest computed at five (5) percent compounded annually.

Representation of Pension Board

The Union will have one representative appointed to the Maryland Transit Administration (MTA) Pension Plan Board of Trustees. Members of the Pension Plan Board of Trustees, when acting in the role of Trustee, are fiduciaries of the MTA Pension Plan and must discharge their duties for the exclusive purpose of providing benefits to all the pension plan participants and their beneficiaries. The primary responsibility of fiduciaries is to run the plan solely in the interest of the participants and beneficiaries and for the exclusive purpose of providing benefits to all the pension plan participants and their beneficiaries. Section 2.3.2 of the MTA's Pension Plan Document must be adjusted to state the following: "The Pension Board shall consist of the following employees of the Employer: Chief Financial Officer; Assistant Secretary Finance; Director of the Office of Human Resources; and Director of the Office of Labor and Employee Relations. OPEIU Local 2 and AFSCME Local 1859, Local 1300 which represent MTA employees as defined in the Recognition Article of their respective Collective Bargaining Agreements with the MTA, will have one (1) representative each of their selection as members of the aforementioned panel.

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 their 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 their 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 they may incur in their 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 them in such review shall be borne equally by the Union and Employer.

Section (4)

When the 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 the 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 workdays 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. The 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 an Employer's doctor for a medical examination. Such employee will be paid at the rates established in Article (13), Section (4), subparagraphs (a) and (b).

Section (3)

An employee who sustains an illness or injury in the line of duty or otherwise that medically prevents them 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 light duty if appropriate work is available.

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

ARTICLE (15) COURT TIME

An employee scheduled to work night or weekend shift and who is summoned to court attendance that starts before or after your shift 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 work week, 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.

If the officer is required to attend additional hearings scheduled on the same day off commencing more than two (2) hours after the first hearing or a court in a different jurisdiction, the minimum shall be increased to six (6) hours.

ARTICLE (16) UNIFORMS

Employees will be provided with the initial uniform consisting of:

Corporals & Officers

3 Hats: 1 Winter 8-Point, 1 Summer 8-Point (or equivalent), and 1 Wool Cap	
1 Container of Pepper Spray	1 Pair of Handcuffs
1 Class A Jacket	2 Name Tags
4 Winter Shirts	3 Winter Dickies
4 Summer Shirts	1 Pocket Mask
6 Utility Pants	2 Pr. Rubber Gloves
1 Winter Pants	3 Pr. Collar Insignia
1 Summer Pants (as required)	1 All Weather Jacket
1 Bullet Proof Vest	1 Sweater
1 Sam Brown Belt	1 ASP Baton (or equivalent)
1 Raincoat/Hat Cover	23 Vest covers (total of inside or Badges Outside)
1 Handgun	1 Pepper Spray Holder
1 Holster	

CUP, Guards, Fare Inspectors

1 Winter Hat
1 Night Watch Cap, 1 Summer Hat
4 Winter Shirts
6 Summer Shirts
4 Year-Round Pants 1 All Weather Jacket 1 Raincoat
1 High Visibility Vest 1 Leather Belt
1 Pepper Spray Holder

1 Container of Pepper Spray (or equivalent) w/appropriate training 1 Lightweight Jacket
1 All Weather Jacket

Training Instructors

2 Baseball Caps
Firearms Instructor Ballistic Vest Cover
4 Summer Training Shirts
4 Winter Training Shirts

ATT

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

Police Communication

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

Motorcycle

1 Helmet w/CommSet
1 Foul Weather Riding Gear Rain Suit
1 Leather Riding Jacket
2 Uniform Riding Breeches
1 Riding Boots (Daily)
1 Riding Boots (Winter)
1 Heated Gear (Cold Weather Riding)

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 of Boots every year

Replacements are provided on the return of worn articles upon approval of the Chief of Police or their designee; however, no single item may be replaced more than once a year. Equipment lost through the employee's negligence must be replaced by an 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 anniversary of such an assignment.

Each bargaining unit member will receive a \$600.00 uniform cleaning and maintenance allowance effective first pay period of January 2025 and each year thereafter.

Bargaining unit members will also receive a non-accountable annual shoe allowance of \$200.00 payable in January. Newly hired employees shall receive a non-accountable \$50.00 shoe allowance after said employee(s) successfully work their ninetieth (90th) day.

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 their identification card, a period of five (5) days, after notice of such loss is given to the 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 their 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 their regular assignment because they are serving on jury duty will be paid the difference between the amount they would have earned on their regular assignment for that day and the amount they 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, an employee must obtain from the Court Clerk a slip confirming the days they 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 they are serving jury duty, unless instructed by the court that jury duty will be longer than two (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 an employee on a jury panel should not be scheduled to serve on jury duty for one (1) day or more, they shall report for their 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 employee's 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 employees with 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 employees with 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 their 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 thirty (30) 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 thirty (30) 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. Any member of the bargaining unit who is enlisted in the National Guard/Reservist Unit shall be paid while on military assignment. The unit member must provide proper documentation through a chain of command.

ARTICLE (22) GRIEVANCE AND ARBITRATION OF GRIEVANCE

Section (1)

Step 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 them by reason of the failure to apply to them any of the benefits of this Agreement to which believe they are entitled or in the application of Employer policies, rules, or regulations, may proceed as follows:

(a) Employee shall submit grievance in writing to their 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.

(b) 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.

(c) 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 - Office of Labor & Employee Relations, or their designated representative, a statement of the grievance and a request for a further hearing of said grievance.

Step 2

(a) 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- Office of Labor and Employee Relations, or their 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, Office of Employer and Labor Relations, or their designee, shall respond in writing to the individual employee, with a copy to the Union.

Section (2)

Step 3

If the parties are unable to arrive at a satisfactory settlement after STEP 2, the grievance may be referred to grievance mediation. This mediation will abide by the grievance mediation rules of the Federal Mediation and Conciliation Service (FMCS). The mediator will be appointed by the FMCS. No decision of this grievance mediation, including those rendered by the FMCS appointed mediator, may alter, change, amend, or delete any clear and unambiguous provision contained in this Agreement.

Section (3)

Step 4

If unresolved in mediation, the issues will be submitted in writing to an arbitrator to be selected as follows: The Federal Mediation and Conciliation Service (FMCS) will be used to obtain a panel of arbitrators for the arbitration. The parties will abide by the selection rules of the FMCS,

and the arbitrator will be selected in accordance with the procedures of the FMCS and the name of the selected arbitrator will be communicated to the FMCS. The selected arbitrator will hear the grievance as soon as practicable to the schedules of both parties and the arbitrator.

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

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.

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.

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, including the costs of outside witnesses. However, if one party does not appear to the previously agreed arbitration date, time and place within 90 minutes of the agreed to start time, that party will bear all costs related to the cancellation of the arbitration.

Section (4)

MTA will grant Administrative Leave (straight time pay not counted as worktime 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.

Section (5)

Time limits of this Grievance Procedure may be mutually extended in writing by agreement between the MTA and the Union. 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.

ARTICLE (23) DISCIPLINE AND DISCHARGE

Civilian Personnel Only

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 their supervisor, and the employee's statement, which they 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 an 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 SEVEN (7) 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, UNLESS MUTUALLY AGREED TO EXTEND THE TIMELINE, (exclusive of Saturdays, Sundays and Holidays) of the receipt of such notification.

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.

(d) 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.

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

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

(g) 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 their 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 they would deem as conflicting with the provisions of this agreement or a charge placed against them off which they are 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. This does not apply to sworn personnel.

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 follow the Police Accountability Act of 2022 for sworn officers. The remainder of the section is removed.

Section (5)

MTA will allow non-sworn employees to have a Union official available to them during an interview which could conceivably lead to discipline.

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 all genders.

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 (.5) 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, elections, 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 slow down or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the employees involved 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 gender, 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 force 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 their classification by the reduction in force 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 they are 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 reduction in force, 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 layoff 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 ten (10) 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) WORKERS' COMPENSATION BENEFITS

Section (1)

When an employee becomes entitled to Workers' Compensation benefits from an accident not caused by their own negligence, they shall be paid for the balance of day on which they are injured and Employer shall pay them the equivalent of the daily Workers' Compensation benefit per day for the first three (3) days the employee misses, provided that those days are not compensated for by Workers' Compensation benefits.

Section (2)

Whenever an employee covered by this Agreement becomes unable to perform their regular duties, through no fault of their own, by reason of injury intentionally inflicted upon them and arising out of or in the course of their 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 they are entitled under said law, for the period of their absence from work but not exceeding thirty (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 their duties, such a dispute will be resolved in accordance with the provisions of Article (13) of this Agreement.

Likewise, sworn police who, through no fault of their own, is injured during the discharge of their 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

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ARTICLE (28) IN-SERVICE TRAINING

All employees must complete in-service training in accordance with the Regulations promulgated by the Police Training Commission (Title 12 Department of Public Safety and Correctional Services 12.04.01.12 Police Officer Annual In-Service Training and Qualification.)

If an employee fails to successfully complete the in-service training course, they must retake the course when rescheduled to do so. During the period required to retake the in-service training course, the employee will be paid at their regular rate. Should the employee fail the course when rescheduled, they 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 their 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 their 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 to their last position in this bargaining unit without 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 Employer 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 or a representative designated by them 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, 2027 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)

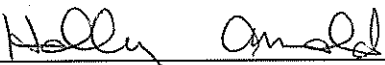
In the event that, pursuant to the preceding Section (2) of this Article, either party gives written notice of amendment revision or modification of this Agreement or request termination of all or any part of this Agreement, and negotiations fail to result in an Agreement between the parties, all issues 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. The Federal Mediation and Conciliation Service shall be asked to furnish such a list within seven (7) days of 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 chair of the board. All the conditions in this contract shall remain undisturbed during the arbitration proceedings.

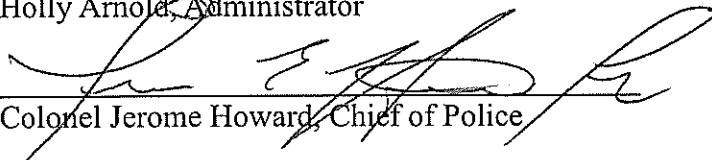
Each of the parties hereto shall bear the expense of its own arbitrator, and the parties hereto shall jointly bear the expenses of the impartial arbitrator.

IN WITNESS WHEREOF, the parties cause their names to be subscribed by their duly authorized Representatives, this 23rd day of April 2025:

MARYLAND TRANSIT ADMINISTRATION:

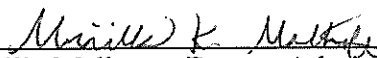


Holly Arnold, Administrator

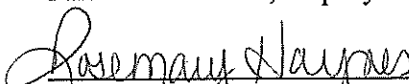


Colonel Jerome Howard, Chief of Police

WITNESSES:



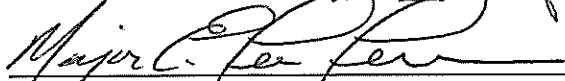
Minilla Malhotra, Deputy Administrator & Chief Administrative Officer



Rosemary Haynes, Director of Office of Labor and Employee Relations



Lt Colonel Robert Stanley, Deputy Chief of Police



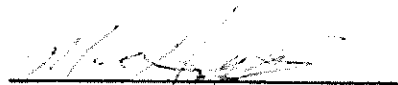
Major E. Lee Fenner, Commander Support Services Bureau

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES COUNCIL #3
AND POLICE LOCAL NO. 1859:


James Smith, President


Sadan Brown, Vice President

WITNESSES:


Morial Hayes, Staff Representative
For: