

Washington Metropolitan Area Transit Authority
Board Action/Information Summary

<input checked="" type="radio"/> Action <input type="radio"/> Information	MEAD Number: 100054	Resolution: <input checked="" type="radio"/> Yes <input type="radio"/> No
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TITLE:

FOP Tentative Agreement

PURPOSE:

To request Board of Directors approval of the negotiated Tentative Agreement with Fraternal Order of Police/Metro Transit Police Labor Committee, Inc. (FOP/MTPLC), setting the wages, hours and working conditions for the period January 1, 2008 through September 30, 2010 Collective Bargaining Agreement (CBA).

DESCRIPTION:

The Tentative Agreement was ratified by the majority of Union membership on June 5, 2008. There is no alternative action to be taken.

FUNDING IMPACT:

Budget: Operating Budget, Fiscal 2008

Office: MTPD

Account: Salary and Fringe Benefits

This Action: \$606,230

FY2008

Budget: \$39,302,400

This Action: 606,230

Prior Approval: 0

Remaining Budget: -\$ 606,230

FY08 cost of the 2008-2010 CBA is estimated to be \$0.6 million over budget and within the Board`s budget guidelines for FY09 and beyond.

RECOMMENDATION:

That the Board of Directors approve the attached resolution which authorizes the General Manager to implement the terms of the Tentative Agreement for the Metro Transit Police Officers bargaining unit (FOP/MTPLC) for the period January 1, 2008 through September 30, 2010.

PRESENTED & ADOPTED:

SUBJECT: LABOR CONTRACT SETTLEMENT WITH FRATERNAL ORDER OF POLICE/
METRO TRANSIT POLICE LABOR COMMITTEE, INC.

PROPOSED
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

WHEREAS, A majority of the Metro Police Officers of the Washington Metropolitan Area Transit Authority are represented, for purposes of collective bargaining, by the Fraternal Order of Police/Metro Transit Police Labor Committee, Inc. (FOP/MTPLC); and

WHEREAS, The predecessor Labor Agreement covering the wages, hours and working conditions of these employees covered the period January 1, 2005 through December 31, 2007, and the parties commenced collective bargaining for a new agreement; and

WHEREAS, The parties entered into a Tentative Agreement on April 18, 2008, resolving the terms of a successor agreement covering the period January 1, 2008 through September 30, 2010; and

WHEREAS, The terms of the Tentative Agreement are attached hereto as Attachment A; and

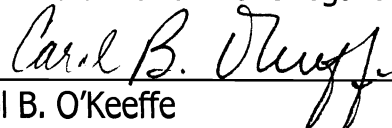
WHEREAS, A majority of the voting union membership ratified the Tentative Agreement on June 5, 2008; now, therefore be it

RESOLVED, That the Board of Directors approves the Tentative Agreement reached between the Washington Metropolitan Area Transit Authority and FOP/MTPLC covering the period of January 1, 2008 through September 30, 2010; and be it further

RESOLVED, That the Board of Directors hereby amends the Washington Metropolitan Area Transit Authority Transit Police Retirement Plan as shown on Attachment B; and be it finally

RESOLVED, That this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Carol B. O'Keeffe
General Counsel

4/15/2008

**Tentative Agreement Between
Washington Metropolitan Area Transit Authority
And Fraternal Order of Police/Metro Transit Police Labor Committee
To Resolve 2008 Collective Bargaining Agreement**

In consideration of the FOP's presentation to the General Manager on February 25, 2008, and subsequent discussions between the parties, the terms of a Tentative Agreement are set forth below:

Article 3 - Checkoff of Dues

Authority will agree to FOP proposal to add "assessments" to language.

Article 6 - Filling of Vacancies

Authority will agree to modify current language of Section 1 by adding at the end of the first paragraph the following:

"Each vacancy announcement shall state the respective weight to be given for each criteria to be used to evaluate applicants. The criteria to be used to evaluate applicants may include a written examination, an oral board, performance evaluations, an in-basket exercise, job related education, or experience or other criteria associated with the particular position which the MTPD determines to be suitable for each vacancy announcement. The foregoing is not meant to limit or control independent evaluations performed by entities outside of the Authority."

Article 7 - Non-Discrimination

FOP will agree to Authority proposal to insert "sexual orientation or preference".

Article 8 - Union Representatives and Union Activity

Authority will agree to retitle Section 4 to "Union Functions and Leave Bank" and establish a Section 4 (a) and to add a new Section 4(b) to read as follows:

"The Authority shall establish a leave bank into which each member shall donate three (3) hours of annual leave in the first pay period of each calendar year. The Union's Chairman may utilize the accumulated leave to work on union-related matters or designate other Union officials to draw upon the accumulated leave to attend Union related training and conferences. In addition, any member may voluntarily elect to

donate an additional three (3) hours of annual leave in January to the leave bank if a written designation is provided to the Authority.”

Article 9 – Grievance Procedure

Authority will agree to FOP proposal to substitute "Chairman of the Labor Committee" for "Senior Business Agent" throughout provision.

Article 10 - Arbitration

Status Quo

Article 11 - Discipline

Status Quo

Article 13 - Citizen Complaint Procedure

Status Quo

Article 17 - Police Service Files

FOP will agree to Authority proposal to include "OIG" (referring to newly constituted Office of Inspector General) to the parenthetical in Section 2.

Article 20 - Safety and Health

Status Quo

Article 26 - Sick Leave

Status Quo

Article 28 - Other Leave

FOP will agree to Authority proposal of November 19, 2007 to amend Section 2 Funeral Leave to include language as follows: "or formalized domestic partner," as indicated.

Article 29 – Workers' Compensation

Authority will agree to FOP proposal to amend the first sentence of the second paragraph to read as follows:

"An officer who is injured as a result of a criminal assault or other event that occurs while the member is actively engaged in the enforcement of law, but specifically excluding injuries that occur during routine or administrative activity, will accrue annual and sick leave for the first sixty (60) days of the absence and will receive the worker's compensation supplement for the entire length of the absence."

Article 31 - Uniforms

Authority will agree to the FOP proposal of November 20, 2007 to raise the clothing allowance for investigators to one thousand dollars (\$1,000.00) per year and the cleaning allowance for all other Officers to five hundred dollars (\$500.00) per year.

Article 32 - Health Welfare and Life Insurance

FOP will agree to Authority proposal to change Lifetime Maximum (per person) to "None" for both in and out of network.

Authority will agree with FOP's proposal to retain 85 – 15% health benefit premium split for the life of the 2008 CBA.

FOP will agree to Authority proposal to delete Section 4. Authority will agree to FOP proposal to add as new Section 4, "For the purposes of benefits provided under this article, the term "spouse" includes formalized domestic partner."

Article 34 - Retirement

Status Quo except Section 3 DROP language will be modified to reflect plan amendments.

Article 36 - Wages and Premium Pay

Section 1: Status Quo on language except the effective dates for wage adjustments will be as follows;

October 1, 2007
October 1, 2008
October 1, 2009

Section 2-5: Status Quo

Section 6: Tech Differentials will be modified to read as follows:

"Each Officer assigned to detective duties will receive a two percent (2%) compensation premium for all hours worked under that designation; each Field Training Officer (FTO) will receive a two dollar (\$2.00) per hour differential while so utilized in that designation; Crime Scene Search Officers will be paid a fifty cents (\$0.50) differential per hour; and K- 9 Officers will be paid an one dollar (\$1.00) differential per hour worked. Consistent with the terms of the Stipulation for Amendment to Interest Arbitration Award dated October 17, 2006, K-9 Officers will continue to be reimbursed the expenses of providing canine support at home and receive consistent with the Stipulated Agreement in accordance with §7(g)(2) of the FLSA, pay at the rate of 20 minutes of overtime per day or 140 minutes of overtime per week for the care of the canine at home."

Article 39 - Duration of Agreement

The 2008 Agreement shall expire on September 30, 2010.

Appendix B Section 4.06

Change Section 3 ii (j) (2) (a) Sunset to read as following:

"Absent mutual written agreement to the contrary, the provisions of this Section 4.06 shall terminate effective September 30, ~~2007~~ 2010 and shall be of no further force or effect after such date; provided, however, that notwithstanding the termination of this Section 4.06, the provisions of this Section 4.06 shall continue to apply to (and determine the benefits of) any eligible Participant whose DROP Effective Date occurred on or before September 1, ~~2007~~ 2010."

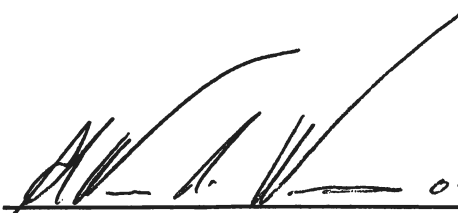
Appendix B Section 8.02

Authority will agree with FOP suggestion that the monthly spousal benefit will change from \$750 to \$900; the dependent child benefit will change from \$500 to \$600; and the maximum total family monthly benefit will change from \$2,250 to \$2,700.

Letter of Understanding:

1. Retention Incentive Program Letter of Understanding attached hereto.
2. Wellness Pilot Program Letter of Understanding attached hereto.
3. Establishing panel of arbitration neutrals Letter of Understanding attached hereto.

This Tentative Agreement is subject to ratification by the FOP/MTPDLC membership and approval by the General Manager and the Board of Directors.



For FOP/MTPCC Date 04.18.08



For WMATA Date: 4-18-08

Local Jurisdictions' Police Officers Salary Increase			Calculation of First Potential Increase Under 2008 CBA	
Between October 1, 2006 and September 30, 2007*			Authority Proposal to be Effective Retroactive to October 1, 2007	
	% Increase	Effective Date	Top Five Percentages	
Arlington Co.	2.00%	July 1, 2007		2.00%
City of Alexandria	6.56%	June 30, 2007		6.56%
District of Columbia	4.00%	Oct. 15, 2006		4.00%
Fairfax Co.	2.92%	July 7, 2007		2.92%
Montgomery Co.	8.57%	July 8, 2007		8.57%
Prince Georges Co.	0.00%	July 07 (FOP imfo)		
			Average Top Five	4.81%

* Reflects same formula dates contained in current CBA and the FOP's proposal for 2008 CBA.

LETTER OF UNDERSTANDING

April 15, 2008



Mr. ElWarren Weatherspoon
Chairman
FOP/MTP Labor Committee
711 4TH Street, NW
Washington, DC 20001

Re: Incentive Pilot Program

Dear Mr. Weatherspoon:

During our current round of collective bargaining negotiations, the parties had substantial discussions concerning matters of recruitment, retention, and compensation of MTPD officers. We discussed quit rate data and analyzed the reasons officers have given for leaving the MTPD, including compensation packages of other competing police jurisdictions. In an effort to further induce our valued officer employees/members to remain with MTPD, the parties will pilot a simple straight forward approach to determine how it works as a retention tool for the 2008-10 period of the new collective bargaining agreement.

All officers, other than those participating in the DROP program, who have completed three years of service or more on the eligibility dates will be eligible for lump sum cash payments in the amount of \$1,700 each as set forth below:

<u>On Board Eligibility Date</u>	<u>Lump Sum Cash Payment Date (in First Pay Period After)</u>
December 20, 2007	July 1, 2008
December 30, 2008	July 1, 2009
December 30, 2009	July 1, 2010

Please record your agreement to this pilot program by signing below.

Sincerely,

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

I Concur:

ElWarren Weatherspoon
Chairman, FOP/MTP Labor Committee

04 18. 08
(Date)

Washington
Metropolitan Area
Transit Authority

600 Fifth Street, NW
Washington, DC 20001
202/962-1234

By Metrorail:
Ficiary Square—Red Line
lery Place-Chinatown—
Red, Green and
Yellow Lines
By Metrobus:
outes D1, D3, D6, P6,
70, 71, 80, X2

District of Columbia,
Maryland and Virginia
Transit Partnership

LETTER OF UNDERSTANDING

April 15, 2008



Mr. ElWarren Weatherspoon
Chairman
FOP/MTP Labor Committee
711 4TH Street, NW
Washington, DC 20001

Re: MTPD Wellness Pilot Program

Dear Mr. Weatherspoon:

This letter is to confirm the understandings achieved between the parties during the 2007-2008 negotiations regarding the formation of a workgroup to study, design and recommend to the General Manager, if feasible, a comprehensive MTPD employee wellness pilot program.

The program will be developed to encourage members to maintain healthy lifestyles, reduce risk factors for lifestyle-related health conditions and improve morale and self concept. The program will recommend levels of monetary benefit, payable to the individual participant who achieves mutually agreed-upon levels of fitness or completion of tasks.

If this program is to be successful, the signatories understand that all parties must share in its formation and cooperate to convince the General Manager and Board to fund the benefits for those achieving planned fitness goals.

The parties intend to undertake development of the wellness program design as soon as possible after the effective date of 2008 Agreement.

Sincerely,

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

I Concur:

ElWarren Weatherspoon
Chairman
FOP/MTP Labor Committee

04.18.08

(Date)

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LETTER OF UNDERSTANDING

April 15, 2008



Mr. ElWarren Weatherspoon
Chairman
FOP/MTP Labor Committee
711 4th Street, NW
Washington, DC 20001

Re: Selection of Arbitration Panel

Dear Chairman Weatherspoon:

Pursuant to Article 10 Section 2 of our Collective Bargaining Agreement, "The parties will establish by mutual agreement a list of at least three neutral arbitrators. The parties will designate these arbitrators in rotation to serve as the neutral arbitrator on grievance arbitration panels." The Authority and the FOP/ Metro Transit Police Labor Committee hereby jointly select in alphabetical order the following neutrals to serve on their arbitration panel:

Ira Jaffe

Marvin Johnson

Jerry Ross

Please record your concurrence below.

Very Truly Yours,

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

I Concur:

ELWarren Weatherspoon
On Behalf of FOP/MTPLC

Date

Washington
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600 Fifth Street, NW
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Routes D1, D3, D6, P6,
70, 71, 80, X2

Washington, District of Columbia,
Maryland and Virginia
Transit Partnership

ATTACHMENT B

Amendments to the WMATA Transit Police Retirement Plan

Section 4.06(k)

Absent mutual agreement to the contrary, the provisions of this Section 4.06 shall terminate effective September 30, ~~2007~~2010 and shall be of no further force or effect after such date: provided, however, that notwithstanding the termination of this Section 4.06, the provisions of this Section 4.06 shall continue to apply to (and determine the benefits of) any eligible Participant whose DROP Effective Date occurred on or before September 1, ~~2007~~2010.

Section 8.02

The amount of the Dependent Pension shall be ~~\$750~~900 monthly to the surviving Spouse and ~~\$500~~600 monthly for each dependent Child up to a maximum monthly benefit of ~~\$2,250~~2,700. The benefit amount shall not be subject to adjustment for changes in the Consumer Price Index. The provisions of this Section 8.02 shall apply to the families of Officer Harry Davis and Officer David Young with respect to payments of the Dependent Pension that are made after May 17, 2001.

Additions shown as underscored text

~~Deletions shown as strikethrough text~~