

**AGREEMENT BETWEEN
THE POLICE DEPARTMENT, OFFICE OF PUBLIC SAFETY
METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
AND
METROPOLITAN WASHINGTON AIRPORTS POLICE
ASSOCIATION, IUPA, LOCAL 5004, AFL-CIO**

<u>ARTICLES</u>	<u>PAGE</u>
1. Preamble	1
2. Recognition and Definition of Unit	1
3. Probationary Period and Seniority	2
4. Matters Appropriate for Consultation and Negotiation	3
5. Union and Employee Rights	4
6. Management Rights	11
7. No Strike Clause	12
8. Equal Employment Opportunity	12
9. Safety	13
10. Job Description and Performance Appraisals	14
11. Duty Hours	15
12. Duty Days and Workday Trades	16
13. Duty Assignments	18
14. Overtime Policy	19
15. Reassignment of Personnel	24
16. Annual Leave	25
17. Sick Leave	28
18. Excused Absence	31
19. Leave Without Pay	32
20. Court Leave	32
21. Military Leave	33
22. Reduction-In-Force	33
23. Training and Employee Development	33
24. Uniform and Grooming Standards	35
25. Use of Facilities and Bulletin Boards	36
26. Parking	37
27. Adverse Weather Conditions	38
28. Outside Employment	38
29. Promotions	38

30. Discipline	39
31. Grievances	41
32. Arbitration	46
33. Dues Check Off	48
34. Holidays	49
35. Pay Review	49
36. General Provisions	49
37. Duration of Agreement	50

Article 1 - Preamble

Section 1

This Agreement is entered into by and between the Police Department of the Metropolitan Washington Airports Authority, hereinafter referred to as the "Employer" and the Metropolitan Washington Airports Police Association, IUPA Local 5004, AFL-CIO, hereinafter referred to as the "Union" or "MAPA Local 5004." Collectively, the Employer and the Union will be referred to as the "Parties."

Section 2

This Agreement sets forth conditions of employment with the intent and purpose of promoting and improving relations between the Parties, as well as promoting a level of employee performance consistent with safety, good health, and sustained effort. The Parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual cooperation with respect to practices, procedures, and matters affecting conditions of employment and to continue working toward this goal.

Article 2 - Recognition and Definition of Unit

Section 1

The Employer recognizes MAPA Local 5004 as the exclusive representative of the Bargaining Unit. The Bargaining Unit is comprised of all Police Officers and Corporals in the Police Department who are on the Airports Authority's employment rolls.

Section 2

Excluded from the Bargaining Unit are all employees of the Police Department holding the rank of Sergeant, Lieutenant, Major, Deputy Chief, and Chief. Also excluded are all clerical and non-sworn members of the Police Department.

Article 3—Probationary Period and Seniority

Section 1

The probationary period for police officers is 12 months after graduation from the Northern Virginia Criminal Justice Training Academy (NVCJTA). However, lateral hires serve a 12 month probationary period from the date of hire. In cases where circumstances such as illness or injury prevent a police officer from working a full year after graduation or lateral hire, the Chief of Police will have two opportunities to extend the probationary period up to 6 months, for a total of up to 12 months.

Section 2

Seniority is defined as the date of graduation from NVCJTA as a Police Officer with the Airports Authority Police Department. Police Officers with the same date of graduation will have seniority in order of their academic standing in basic Police training. Seniority for lateral hires is the date of hire or of graduation from a lateral hire training course.

Section 3

A master seniority list will be maintained at each organizational unit.

Article 4--Matters Appropriate for Consultation and Negotiation

Section 1

All matters pertaining to conditions of employment of the Bargaining Unit are negotiable, except as provided in the Labor Code.

Section 2

In the administration of all matters covered by this Agreement, management officials and employees are governed by the provisions of any existing and future laws or regulations or amendments thereto including, without limitation, the provisions of the Metropolitan Washington Airports Transfer Act, the Act of the District of Columbia, the Act of the Commonwealth of Virginia, and applicable statutes of the Commonwealth of Virginia. In the event that any action of the MWAA Employee Relations Council or any administrative, legislative, or judicial tribunal renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement. In the event legislation is enacted or of other changes in Airport policies which affect any provision of this Agreement, either Party may request to reopen that provision(s) and renegotiate the impact and implementation of the change.

Section 3

Whenever any Departmental written directives are established or changes are made to existing policies covered under Section 1 above, the Employer will submit such changes to the Union. The Union will have 15 calendar days to request consultation or negotiations, or to submit written comments. Except where

immediate changes are necessary due to operational emergencies, the proposed changes will not be implemented until the expiration of the 15 calendar day period, the conclusion of negotiations, or the decision to submit the matter(s) to impasse procedures as appropriate.

Section 4

The Union will notify the Employer promptly of its intent to exercise its rights granted under this Article prior to filing an Unfair Labor Practice Charge with the MWAA Employee Relations Council.

Section 5

No General Order, Operational Order, or Special Order, nor any memo or other form of oral or written directive/communication will violate any provision of the Agreement.

Section 6

The Employer will notify the Union of any proposed changes to differential pay or leave accrual rates. The Union may request negotiations in accordance with Section 3 of this Article.

Article 5 - Union and Employee Rights

Section 1

Each employee of the Bargaining Unit shall have the right freely and without fear of penalty or reprisal to join and assist the Union or to refrain from such activity, and each employee shall be protected in the exercise of this right. The right to assist any labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an

organization representative. The participation and representation rights described in this section do not extend to participation or representation that would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 2

Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Membership in the Union shall not be a condition of employment in the Police Department.

Section 3

This Agreement does not preclude any employee from bringing matters of personal concern to the attention of the Union or the Employer without fear of reprisal or intimidation. The Union has the right and responsibility to present its views in writing.

Section 4

An employee desiring to visit the Office of Human Resources, Management, a steward at his or her duty station or an on-site official concerning a complaint shall request permission from his or her supervisor in advance. It is not necessary for the employee to explain in full detail the reasons for the visit. The employee will be allowed a reasonable amount of official time for these visits. Approval for use of official time shall not be arbitrarily withheld.

Section 5

Activities concerned with the internal management of the Union, such as solicitation or campaigning for Union office shall not be conducted by Bargaining Unit employees while in a duty status or with employees who are in a duty status.

Section 6

Designated Union representatives have the right to meet with the Employer on official time and comment on appropriate personnel policies, practices, and working conditions. If either Party requests a meeting, the Parties will meet as soon as possible. A reasonable amount of official time will be allowed without loss of pay for the designated Union representatives for this purpose.

Section 7

For the purpose of negotiation, the Employer agrees to meet with designated representatives of the Union as prescribed by the ground rules established for negotiation. They are encouraged as a matter of good labor-management relations to express themselves on appropriate personnel policies, practices, and working conditions affecting Bargaining Unit employees.

Section 8

The Union will provide to the Employer, on a current basis, a complete list of all elected officers and authorized stewards, together with the specific organizational component within which each Union steward is authorized to act on behalf of the Union. Unless other individuals are previously approved, Union Officials and Shop Stewards are the only individuals authorized to represent the Union in dealing with Authority officials.

Section 9

A steward may be granted permission to leave his or her work assignment for a reasonable amount of time, when an employee requests assistance in the prompt and expeditious handling of a complaint or grievance. Approval for use of official time shall not be arbitrarily withheld. The steward will report to his or her immediate supervisor to request release from duty. The steward will contact the immediate supervisor of the employee concerned and state the general purpose of the visit. If the employee cannot be released from duty, the supervisor will inform the steward as soon as possible when the employee will be available. The employee will inform his or her supervisor when the steward's visit is over. The steward will inform his or her supervisor upon returning to duty. Stewards will represent only those employees in the Bargaining Unit.

Section 10

The Union recognizes its responsibility of representing the interest of all Bargaining Unit employees with respect to grievances, personnel policies, practices, and working conditions, without discriminating and without regard to Union membership.

Section 11

The Employer will furnish the Union a complete and up-to-date listing of employees in the Bargaining Unit, upon request, normally on an annual basis. The Employer will provide and the Union will distribute a copy of this Agreement to each Bargaining Unit employee.

Section 12

The Union representative shall be given the opportunity to be present at:

- a. Any formal discussion between one or more representatives of the Employer and one or more Bargaining Unit employees or their representatives concerning any grievance, proposed disciplinary action, or personnel policy or practice or general condition of employment (Equal Employment Opportunity complaints are excluded); and
- b. Any examination of a Bargaining Unit employee by a representative of the Employer in connection with an investigation (Equal Employment Opportunity complaints are excluded) if:
 - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (2) The employee requests representation.
- c. Supervisors will make reasonable efforts to discipline employees in private. If requested, employees may have a Union representative present during the imposition of formal discipline.

Section 13

- a. An employee or representative designated by him or her in writing, may ask to review the employee's Official Personnel Folder (OPF). Upon request, the Office of Human Resources will make the employee's OPF available to that employee or the representative in the presence of a representative of the Employer.
- b. Other files maintained by the Police Department regarding

the employee may likewise be reviewed by the employee or his designated representative in the presence of the supervisor on duty (Sergeant or above).

- c. Upon an employee's written request, a copy of his or her personnel file, excluding any Internal Affairs file, will be made available to the employee within 10 calendar days and in accordance with current law and regulations. Upon request, an employee may review his or her Internal Affairs file. A copy of an employee's Internal Affairs file may, upon written request of the employee or his or her representative, be made available to the employee or his/her representative for the sole purpose of arbitration.
- d. Upon written request, information from an employee's personnel records may be released to an outside agency for routine lawful purposes, and in accordance with the Airports Authority's Freedom of Information Policy. The Authority will ask the party requesting information from an employee's records to provide a written release signed by the employee. The Airports Authority may consider the nature of the request, the identity of the requesting party, and whether a signed release is provided in determining whether to release information from the personnel records.
- e. For any matter for which the employee has no right to appeal or grieve, the employee may submit a written statement disputing a memorandum maintained by the Airports Authority if he or she believes the information is incorrect. The statement will be attached to the memorandum in the employee's file.

Section 14

For Internal Affairs investigations :

- a. A short summary of the allegations that support the General Order violations will be included in the Notification of Complaint Investigation.
- b. Immediately prior to the start of the interview, the employee and his/her representative will have the opportunity to review and discuss the complaint. The employee who is the subject of the investigation will be notified of his/her Garrity rights.
- c. At the conclusion of the interview, or prior to the conclusion at the discretion of the investigator, the Union representative will be given the opportunity to make comments on the record.
- d. Employees who have been involved in a discharge of a firearm, or incident that results in serious injury or death, shall be investigated pursuant to General Order 1-300.05.

Section 15

Bargaining unit members may hold demonstrations or distribute leaflets pursuant to Airports Authority regulations so long as they are in civilian attire.

Section 16

The Union shall have the right to address any new airport police officers during orientation at a time designated by the Employer.

Section 17

The Employer will grant reasonable duty time to Union representatives whose participation is necessary for the preparation of grievances and appeals, and for arbitration hearings.

Article 6 - Management Rights

Section 1

Subject to Section 2, nothing in this agreement shall affect the authority of any Management official:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the Airports Authority; and
- b. In accordance with applicable laws:
 - (1) to hire, assign, direct, layoff, and retain employees in the Airports Authority, or to suspend, remove, reduce in pay or grade, or take other disciplinary action against such employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (3) with respect to filling positions, to make selections for appointments from
 - (a) among properly ranked and certified candidates for promotion; or
 - (b) any other appropriate source; and
 - (4) to take whatever actions may be necessary to carry out the Airports Authority mission during emergencies.

Section 2

Nothing in this Article shall preclude the Employer and the Union from negotiating:

- a. Procedures which Management officials of the Airports Authority will observe in exercising any authority under this section; or
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section.

This constitutes the Union's impact and implementation bargaining rights.

Section 3

The Employer will exercise its rights as expressed in this Article in accordance with applicable laws, regulations, and policies.

Article 7 - No Strike Clause

An individual may not accept or hold a position in the Airports Authority if he/she participates in a strike against the Airports Authority. Strike means the concerted cessation, stoppage, or slow down of work, failure to report for duty, abstinence in whole or in part from the proper performance of the duties of employment.

Article 8 - Equal Employment Opportunity

The Parties agree that they will each prohibit discrimination on the

basis of race, color, religion, sex, national origin, age, or disability.

Article 9 - Safety

Section 1

The Employer shall make every reasonable effort to provide and maintain safe working conditions in accordance with the Virginia Occupational Safety and Health Administration standards by law. Except in emergencies, exposure to unhealthy or unsafe weather conditions shall be limited.

Section 2

The Employer recognizes the Chief Steward from each Police Unit (or his or her designee) as the Union Safety Representatives.

Section 3

An employee will notify his or her supervisor of all occupational injuries/illnesses within 24 hours, even if the employee believes medical attention is not required. The employer will provide Workers Compensation Forms or the electronic equivalent to the employee. The employee will properly complete and execute his/her portion of these forms and return them to his/her supervisor.

Section 4

Whenever an employee incurs a work-related injury which requires immediate medical attention, the Employer will assist the employee in seeking prompt medical attention. The employee shall obtain a diagnosis, prognosis, and expected date of return, addressing specifically the essential functions of the job, from the treating physician after each visit, and notify his/her supervisor of

his/her status when off due to a work-related injury/illness. This information shall be furnished at the request of the Employer. Supervisors will not allow employees to return to work without a medical release and not before the date of return indicated by the treating physician on the release. The employee must cooperate with vocational rehabilitation and other return-to-work efforts.

Section 5

An employee will not be required to operate equipment that he/she is not qualified to operate, except in response to an emergency.

Section 6

The Authority agrees to furnish appropriate protective clothing and safety equipment necessary for the performance of assigned work. Reasonable efforts shall be made to keep all equipment functional. Employees shall notify their immediate supervisor of any known equipment malfunctions. The Employer agrees to present at roll call any known hazardous conditions.

Section 7

The Employer will provide free HIV and hepatitis antibody testing and HBV vaccinations to all employees who are occupationally exposed to blood or other infectious material.

Article 10 - Job Description and Performance Appraisals

Section 1

Each employee will be given a copy of the job description for the position he/she is assigned.

Section 2

Performance evaluations will be in accordance with any Performance Management Partnership (PMP) agreement for the Bargaining Unit.

Article 11 – Duty Hours

Section 1

Time will be set aside each day for roll call.

Section 2

Tours of duty, within the regular work week, will be assigned consisting of five 8-hour days so as to allow 2 consecutive regular days off. Management will determine the start time for each Police Officer. The shift start times for Dulles are as follows:

<u>Shift 1</u> - 0600	<u>Shift 2</u> - 1400
0630	1430
0700	1500
<u>Shift 3</u> - 2200	
2230	
2300	

The shift start times for National are as follows:

<u>Shift 1</u> - 0600	<u>Shift 2</u> - 1400
<u>Shift 3</u> - 2200	

In the event the workload analysis indicates that the above hours are not meeting the needs of the Department, the Employer may alter the normal shift starting hours no more than 1 hour to accommodate workload requirements.

The Employer shall grant consultation rights to the Union with respect to a substantive change in duty hours. The Union shall provide a written statement to the Employer and be permitted reasonable time to present its views and/or recommendations regarding such changes. The Employer shall take into consideration the views and/or recommendations of the Union before making a written response.

Consultation rights are defined as the right of the Parties to exchange views, but does not extend to the duty to bargain or negotiate in good faith.

Article 12 - Duty Days and Workday Trades

Duty Days

Section 1

Police Officers assigned to airport command will be afforded the opportunity to request a change in their shifts and off-duty days. Bidding will be accomplished in December, April, and August of each year and new shift and days-off schedules will become effective January, May, and September. All else being equal, seniority will determine assignments. The affected officers will be notified 2 weeks before the effective date of the change.

Section 2

The bidding process outlined in Section 1 does not apply to members of special organizational units defined in Department General Order 1-105 or to probationary officers who have not completed field training.

Section 3

In the event that realignment of staffing becomes necessary at other than normal bidding periods because of staffing shortages or police operations, all officers shall be entitled to notification 2 weeks prior to the effective date. Volunteers will be sought and assignment will be based on seniority. If there are no volunteers, assignments will be decided based on the last bid sheets.

Section 4

The assigned duty hours/shifts of an employee may be changed to facilitate such activities as special details, training, or for operating in an emergency as determined by the Chief of Police or his/her designee.

Shift Exchanges/Work Day Trades

Officers will be permitted two (2) shift exchanges or work day trades per pay period. Unused shift exchanges cannot be accrued.

Officers on sick leave restriction will not be permitted to participate in shift exchanges. Officers will submit requests for shift exchanges as far in advance as possible, but in any event, not less than 72 hours prior to the shift exchange.

A shift exchange between two (2) officers is considered a shift exchange for each. The Officer accepting responsibility for a shift on a shift exchange shall be held responsible for attendance on that

shift, and will be charged with any sick time or other leave taken. Further, if the Officer accepting responsibility for the shift exchange fails to fill the shift exchange, the accepting Officer will be excluded from any further shift exchanges for six months. Shift exchanges that will cause the Employer to incur overtime will not be approved. Management reserves the right to approve or disapprove shift exchanges based on operational considerations.

Article 13 - Duty Assignments

Section 1

The overriding consideration in any assignment must always be the accomplishment of the Police Department goals. To accomplish these goals, it is necessary to ensure that assignments are made on the basis of qualifications. The Employer is responsible for assuring that resources, including personnel, are utilized to the best advantage of the Department. The Employer retains the prerogative of assigning personnel.

Section 2

Daily assignments and duty schedules will normally be posted 16 hours in advance. The shift supervisor may approve employees' requests to trade beat assignments with other employees on the shift.

Section 3

No Bargaining Unit employees shall be detailed to perform duties of an established position of a higher grade within the Department, in excess of 120 days without being promoted, if the employee otherwise meets the eligibility requirements for that position.

Section 4

All job openings and special assignments may be filled on an interim basis for 120 days without posting. The Union will be notified when an interim assignment has been filled. All job openings and special assignments for longer than 120 days shall be posted, including the requisite qualifications, at least 15 work days prior to being filled. All eligible employees shall be allowed to bid on any open position or special assignment.

Article 14 - Overtime Policy

Section 1

The Chief of Police or designee has the right to determine the need for overtime.

Section 2

Emergency Overtime: Overtime required to relieve an immediate hazard which endangers, or may endanger, life or property shall be considered "Emergency Overtime" and shall be assigned by the supervisor needing the employee in the manner which he/she deems most appropriate to expedite relief of the situation.

Section 3

Non-emergency overtime shall be assigned by the following rules. Employees on duty continuing an investigation or assignment into overtime hours are not affected by these rules.

Overtime Board and Overtime Ledger

- a. The Overtime Board is a roster of all officers in the command and the amount of accumulated overtime hours worked or declined by each. Headquarters officers must select a command Overtime Board on which to be included. All department officers will be listed on the Overtime Board. Upon written request, the Station Commander has the discretion to grant a temporary exception to an officer who, for compelling reasons, is unable to work overtime. The officer will be allowed a reasonable period of time to resolve the situation. When the officer's name is returned to the Overtime Board, he/she will be assigned an amount of hours equal to the average overtime hours for officers on that board.

No officer can be listed on two Overtime Boards at the same time. The Station Commander shall maintain the Overtime Board. A new Overtime Board shall start at the beginning of each shift bid. Each officer on the command Overtime Board shall have the opportunity to sign the Overtime Ledger.

- b. Overtime shall be assigned by referring to the command Overtime Ledger. The ledger lists each calendar date divided into the three shifts. In order to be scheduled for overtime, officers must sign the Overtime Ledger at least 96 hours prior to the date/shift they desire overtime. When overtime is required for a specific date/shift, a supervisor will refer to the ledger for that date/shift and assign overtime to the officer with the least amount of accumulated overtime. If more than one officer has the least amount of accumulated overtime, the supervisor will assign the overtime to the senior officer.

When there are more overtime requirements for a specific date/shift than there are officers who sign the Overtime Ledger at least 96 hours in advance, then the supervisor will assign overtime to officers who sign the Overtime Ledger

less than 96 hours prior to the date/shift, in the same manner. All schedules shall be posted 72 hours in advance. A supervisor will notify each officer of his/her overtime assignment.

Officers may delete their names from any date/shift in the Overtime Ledger by lining through their name and initialing and dating the strikeout.

An officer accepting or declining overtime shall have the actual number of hours worked or declined recorded on the Overtime Board. Officers attending court, on annual, sick or emergency leave, working during the time needed (police work), unable to be contacted, on holiday, on a shift trade, or on vacation are not eligible for overtime. A supervisor will notify each officer. If the officer has an answering machine, the supervisor should leave a message.

c. Supervisors with less than 2 hours notice shall offer overtime to officers as follows:

(1) to command officers on duty, in accordance with the Overtime Board rules (a refusal in this case will not be added to the Overtime Board);

(2) to employees who signed the Overtime Ledger in accordance with subsection (b) above;

(3) to employees on the Overtime Board, and then,

(4) if no employee accepts the assignment, the on-duty junior employee on the Overtime Board will be ordered to work.

d. If a supervisor is unable to obtain an overtime officer, he/she may require the on-duty junior command officer to work until the supervisor obtains a replacement officer to complete

the shift. At no time, except during emergencies, shall an officer be required to work more than 16 consecutive hours.

- e. All overtime worked shall be accounted for on the Overtime Board.
- f. Officers who have been assigned to a station after completing basic field training or who have been transferred between stations/units will be placed on the command Overtime Board and assigned an amount of hours equal to the average overtime hours of the officers on that Overtime Board.
- g. Officers will be permitted to work overtime at either airport in order to minimize the need to assign mandatory overtime. Contact relief will apply in this circumstance.

Section 4

Mandatory Overtime:

- a. Any officer on a scheduled day off will not be required to work Mandatory Overtime prior to or during his/her annual leave and/or scheduled days off, except in an emergency.
- b. Any officer who has scheduled court will not be required to work Mandatory Overtime on the shift before or immediately after the court appearance.
- c. If an officer covered under subsection a or b above refuses to work overtime, the hours will not be counted against the employee on the Overtime Board.
- d. An officer will not be required to work mandatory overtime if he/she is scheduled to work overtime within the following 24 hours or if he/she has been required to work mandatory

overtime twice within the same work week, unless no other qualified employee is available.

Section 5

From time to time, it is necessary to require an employee to return to his/her place of employment at a time outside of, and unconnected with his/her scheduled hours of work within the basic workweek, to perform unscheduled overtime work. When this occurs, the employee will be guaranteed a minimum of two hours overtime work. If the Employer determines that the employee's services are no longer needed prior to the end of 2 hours, the employee may request to terminate the overtime and will be paid for the actual time worked.

Section 6

When an employee reports for scheduled overtime on one of his/her assigned days off and circumstances within the control of the Employer prevent the performance of the anticipated work, Management will ensure that at least four hours of productive overtime work are provided. The employee may request to terminate the overtime and will be paid for the actual time worked.

Section 7

Where an appearance in court is directly related to an employee's position with the Airports Authority, and he/she is not scheduled for duty, he/she shall be paid in accordance with the overtime policy.

Section 8

The supervisor may excuse an officer from working overtime if, in the judgment of the supervisor, there is a compelling reason.

Section 9

Employees serving a modified duty status shall be eligible to work an overtime assignment according to the overtime rules. The department will make reasonable efforts to make an assignment available that can be worked by the officer on modified duty.

Article 15 - Reassignment of Personnel

Section 1

When one or more employees must be assigned from one airport to the other to meet staffing requirements, the Employer may consider the concerns and interests of the employee(s) prior to making the reassignment. First, qualified volunteers, ranked in order of seniority, shall be utilized. Should a reassignment become necessary where there are no volunteers, selection will be based on the least senior qualified person. Management may reassign for bonafide operational reasons. The Employer may not reassign employees for disciplinary purposes. Employees with special qualifications may be transferred in reverse order of seniority among those employees with the special qualifications. Management will inform the employee of the reason for the transfer.

Section 2

Police Officers reassigned from one organizational unit to another will receive 2 weeks advance notice, except in an emergency as determined by the Chief of Police or his/her designee, or when the employee consents to the reassignment without advance notice.

Section 3

Seniority will not be affected, unless the reassignment is in the middle of a prior bidding process. Seniority will be restored at the next and/or earliest bidding time.

Section 4

Travel concerning Airports Authority business, details, or training shall be compensated in accordance with Airports Authority policy.

Section 5

Employees in the bargaining unit may volunteer to exchange duty stations between airports. All such requests shall be in writing. The Employer will provide a written response approving or denying the request.

Section 6

To the extent that there is no conflict with any clause of this Agreement, transfers/reassignments shall be made in accordance with General Order 1-105.

Article 16 - Annual Leave

Section 1

The employee shall plan and request annual leave from his/her supervisor in advance. However, if circumstances do not permit, the employee will contact any on-duty supervisor no later than one hour after the shift starting time. The employee will explain the circumstances which prevented him/her from contacting the supervisor in advance and will advise the supervisor of his/her

return date. If the employee's absence exceeds the expected return date, the employee will contact his/her supervisor regarding the return date. In the event no supervisor is available to receive the call, the employee will explain why he/she is not able to report for duty and that he/she will call back to request leave from his/her supervisor.

Section 2

Leave periods will be considered for the current leave year only. Vacation leave is defined as any annual leave that is requested for a period of 5 or more consecutive workdays. Requests for vacation leave will be submitted on or before February 15 of each year, for the succeeding twelve (12) months. Whenever possible, vacation leave requests will be granted. However, if there are conflicting or duplicate requests for the same vacation period within the shift where only limited requests can be granted, the most senior shift employee, based on continuous service as an Airports Authority Police Officer, will receive his/her choice of leave. An employee who has received his/her first choice from his/her priority ranking will not receive his/her next possible choice until all other employees on the shift have received their highest next possible choice. Changing a shift will not affect approved scheduled vacation leave.

Section 3

Requests for vacation leave received by the Employer after February 15 of each year will be considered in the order received and normally will not take precedence over any vacation leave request received on or before February 15. If an employee cancels his/her scheduled leave period, an employee located at the same Airport and in the same squad will be given the opportunity to request the exact leave period canceled. Any employee(s) wishing to request the leave period must submit an application for leave to

the appropriate supervisor. Approved leave records are available to the Officers and the Union.

Section 4

Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection, if doing so would disturb the choice of another. Established annual leave schedules shall be adhered to except in emergencies. When a change in vacation plans made by an employee is required, the employee shall have the right to reschedule his/her vacation. Conflicts will be handled as described in Section 2.

Section 5

The Chief of Police or his designee may cancel annual leave in an emergency.

Section 6

- a. Scheduled excess leave which has been forfeited by reason of the following may be restored in accordance with the Airports Authority policies:
 1. The Airports Authority's urgent business
 2. administrative error
 3. the employee's illness or injury or use of Family and Medical Leave or
 4. the employee's use of Military Leave
- b. Unscheduled excess leave, which has been forfeited, may be considered for restoration if the employee was precluded from scheduling the annual leave for one of the reasons in (a) above.
- c. Restored excess leave shall be placed in a separate account and must be used within one year of restoration.

Article 17—Sick Leave

Section 1

An employee will submit a request in advance to his/her supervisor for the purpose of nonemergency doctor or dental appointments. In the case of illness, the employee shall contact any supervisor on duty to request leave in advance of the time he/she is scheduled to report for duty. The employee must call in no later than 1 hour prior to the beginning of his/her shift. The employee is expected to call personally. The employee will state the general nature of the illness and when he/she expects to return to duty. In the event no supervisor is available to receive the call, the employee will explain that he/she is not able to report to duty and that he/she will call back to request leave from any supervisor on duty. If the employee's absence is to exceed the expected return date, the employee will contact his/her supervisor to advise him/her of the new return date and request appropriate leave. When the employee intends to return to work he/she must call in at least 3 hours prior to the start of his/her shift. Sick leave may also be granted to care for an immediate family member in accordance with the current Authority procedures.

Section 2

Unscheduled sick leave is sick leave that is not requested by the employee and approved by the supervisor prior to the date of the employee's absence. Unscheduled sick leave is authorized for the reasons specified in the Absence and Leave Directive (e.g., illness, injury, care for a sick immediate family member, etc.).

Sick leave abuse refers to sick leave usage that appears to occur under circumstances that do not qualify as authorized absences.

Unscheduled sick leave for authorized purposes would not support that sick leave abuse is occurring. Absences on sick leave in conjunction with statutory rights, e.g., under the Family and Medical Leave Act, cannot be considered in determining whether sick leave usage constitutes sick leave abuse.

One or more consecutive days of unscheduled sick leave for the same condition constitute a single unscheduled absence. Management may properly direct supervisors to discuss with an employee, or all employees, using two instances of unscheduled sick leave during a three month period as a trigger, the circumstances surrounding the absences, as appropriate. During such a discussion, the supervisor may not require disclosure of personal health information, and no adverse inference may be drawn from an employee's failure or refusal to provide such information. Such discussion is not a disciplinary action or counseling.

If the supervisor determines that an unscheduled sick leave absence constitutes sick leave abuse or believes it likely, the supervisor shall follow this three-step process for administering unscheduled sick leave:

Step 1: When there is a pattern, chronic or habitual use of unscheduled sick leave, the employee will be counseled that abuse of sick leave could result in sick leave restriction. The supervisor may counsel the employee more than once prior to imposing sick leave restriction. The employee may, upon request, have a union representative at the counseling session.

Step 2: After counseling, if there is sick leave abuse, the employee may, by written notice, be placed on sick leave restriction. An employee on sick leave restriction must provide a medical certificate signed by a physician or medical provider for each sick leave absence. When a sick leave restriction has been issued, it will be reviewed within six months of the date of the restriction to

determine whether the behavior giving rise to the original sick leave restriction has continued and, therefore, whether the medical certificate requirement must be continued. The employee will be notified in writing whether the requirement will be continued or not.

Step 3: Continued sick leave abuse may result in discipline.

Section 3

In the event an employee is absent from duty because of a non-work-related illness or injury and does not obtain professional medical attention, a signed statement from the employee giving facts about the absence and reasons for not consulting a physician may be accepted by the leave-approving official in lieu of a medical certificate.

Section 4

Employees who are injured while on duty shall be made aware of the provisions of the Virginia Workers' Compensation Act by the Employer.

Section 5

When employees become ill on the job and are allowed to go home by their supervisor, they shall not be required to furnish a medical certificate to substantiate that day's absence unless suspicious circumstances justify requiring a medical certificate.

Section 6

All employees' time and attendance records and leave balance records will be disclosed only to person(s) who have an official need to know. These records may be disclosed to a Union official who is responding to a complaint by a member of the Bargaining Unit. The employee must authorize, in writing, disclosure to the

Union official, except that the Union shall have access to all records which are necessary for conducting representational duties.

Section 7

If an employee's accumulated sick leave balance is inadequate to cover the entire period of absence, the difference shall be charged to annual leave. If the annual leave balance also is inadequate, the Employer will inform the employee about both short and long term disability, as well as the donated leave program. The employee will also be advised of the leave without pay policy.

Section 8

The Employer recognizes there may be occasions when a Bargaining Unit employee will not be able to perform the full range of his/her duties through illness or injury of a temporary nature. Within FMLA and ADA provisions, if an employee wants to work rather than use leave, he/she must furnish a medical statement from his/her physician specifying any limitations or restrictions which the physician places on the employee's activities along with a full diagnosis, prognosis, and expected date of return to full duties. In consultation with the Employer, an Airports Authority Medical Officer shall review the medical certificate and determine if, in view of the specified limitations or restrictions, there is work available which may be assigned to the employee. The Employer reserves the right whether to assign such work to the employee. If such work is not available at the employee's current duty station, the employee is not entitled to travel expenses.

Article 18 - Excused Absence

Section 1

Short periods of excused leave, not to exceed 60 hours per year for no more than three Union representatives, may be granted to recognized Union representatives to attend Union-sponsored training concerning matters within the scope of the Labor Code and of mutual benefit to the Parties. The Union representative will submit the agenda to the Chief of Police and request training at least 2 weeks in advance.

Section 2

Approved excused absences for a period of not more than 4 hours may be granted to employees who donate blood. An employee will furnish proof indicating donation to his/her supervisor upon return to duty if the donation was not made on the Employer's premises.

Article 19 - Leave Without Pay

Leave Without Pay (LWOP) may be requested for up to 1 year. Each request for extended LWOP shall be examined closely to assure that the value to the Airports Authority, or the serious needs of the employee, are sufficient to offset the costs and administrative inconveniences the absence will cause. Such leave shall be requested in writing and shall be subject to approval of the Chief of Police.

Article 20 - Court Leave

Section 1

Court leave for other than regularly assigned duties shall be granted in accordance with Airports Authority policy.

Section 2

All witness or jury fees paid to employees while they are on duty or court leave status shall become the property of the Airports Authority and shall be surrendered to the Airports Authority's payroll department.

Article 21 - Military Leave

Section 1

All employees covered by this Agreement who are members of the National Guard or the United States Military Reserve shall be entitled to military leave from their respective duties in accordance with Federal laws and regulations, specifically the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC, Ch. 43). Employees accrue 120 hours paid leave per year for military duty. Employees scheduled for military duty may be permitted to change their days off. Military leave may be used for both weekend training drills and active duty.

Section 2

When possible, requests for military leave shall be made on a leave form and forwarded to the appropriate supervisor at least two (2) weeks prior to the date requested.

Article 22 - Reduction-In-Force

Bargaining Unit employees are covered by the Airports Authority Layoff and Reduction-in-Force (RIF) Directive, upon conclusion of impact and implementation bargaining.

Article 23 - Training and Employee Development

Section 1

The Employer encourages employees to undertake programs of self-development and to volunteer for on-the-job training. The Employer will determine training requirements for all employees. All job-related training will be recorded.

Section 2

All aspects of career development will be carried out in a fair and impartial manner and without regard to race, color, sex, religion, disability, national origin, or age.

Section 3

Officers will receive timely notice, normally 2 weeks in advance, of their selection for a training program. An employee can waive a two-week notice to be able to attend training.

Section 4

The Airports Authority will pay for job-related training, based on the needs of the organization and within the limits of the approved budget. Training is job-related when specific learning relates to the duties which an individual is performing or those which would reasonably be expected of an individual in the future in his/her current position.

Section 5

Recognizing the mutual benefits derived from personal growth and increased work competence, the Airports Authority provides financial assistance under the provisions of the Tuition Assistance Program (TAP), within the limits of the approved budget, to

employees interested in furthering their formal education. An employee must work full-time in order to be eligible for TAP. An employee must obtain approval from the Deputy Chief of the Support Services Bureau prior to course enrollment to ensure that reimbursable funds are available. Approval will be in accordance with guidance provided by the Office of Human Resources. Upon course completion, in accordance with TAP, a reimbursable claim may be submitted for the cost of tuition, registration, and laboratory fees, based on the grade obtained.

Article 24 - Uniform and Grooming Standards

Section 1

The Employer shall issue and replace articles of uniform clothing required for wear, as defined in General Order 3600.13, at no expense to the employee or the Union. Except that, an employee shall be financially liable for any loss or damage to uniform clothing if the loss or damage was the result of negligence, or willful or deliberate misconduct, of the employee.

Section 2

The Union will select a member to participate on the Department's uniform committee. The Employer will consider the Union's comments and recommendations when sample uniform clothing is tested by employees.

Section 3

The Employer will maintain all uniforms and essential accessories. The Authority will provide alterations of all uniforms and will provide dry cleaning for all Honor Guard uniforms. The Employer will reimburse each employee up to \$120 per year for uniform shoes which are in compliance with General Order 3-600, or

resoling of uniform shoes. If an officer incurs cost for uniform shoes or resoling exceeding \$120 in any year, then that officer may carry over up to \$120 of the cost by presenting the original invoice in the succeeding year for reimbursement.

Article 25 - Use of Facilities and Bulletin Boards

Section 1

Union representatives may request the use of facilities occupied by the Police Department for Union meetings. Requests for the use of space must be made to the respective Station Commander. Such requests may not be arbitrarily denied. The Union will exercise reasonable care in using the space provided, and the area will be left in a clean and orderly condition.

Section 2

MAPA Local 5004 shall have the exclusive use of the MAPA bulletin boards in each station and in headquarters. A Union official shall sign all notices posted by the Union. The contents of the material must be related to the activities of the Union and may not contain personal attacks or attacks against the Airports Authority.

Section 3

The Union may use Departmental mailboxes.

Section 4

The Union shall be permitted to use available space at each station for conducting official representational duties. Such use of space will be on an as-needed basis and cannot interfere with police department operational needs. The Union shall request prior approval from the Station Commander or designee. Normally, the space will be equipped with a desk or table and chairs and a door. Additionally, the Union may have reasonable use of Airports Authority telephones and copying machines for representational activities. The Union may place a file cabinet at each station in an area approved by the Station Commander. The Airports Authority shall provide the Union a list of all Police Department telephones being recorded. The telephones shall be labeled as recorded lines.

Section 5

Subject to operational needs, the supervisor conducting roll call may provide the Union an opportunity to make announcements, which are submitted prior to the beginning of roll call.

Section 6

The Airports Authority shall provide lockers and combination locks/keys (depending upon the type of locker) to all Bargaining Unit employees. No substitute locks shall be permitted. The station commanders and the Commander, Professional Standards Bureau for Headquarters, will maintain combinations/spare keys, with access limited to those commanders and their superiors. An employee and his/her representative shall be given a reasonable opportunity to be present during an Airports Authority search of his/her locker.

Section 7

Bargaining unit employees shall have reasonable access to a break room, subject to space limitations.

Article 26 - Parking

Section 1

Bargaining Unit employees shall, upon payment of the prevailing periodic fees, be entitled to a secure parking location adjacent to each station at either Airport without additional charge. However, the employees must obtain the appropriate hangtag.

Article 27 - Adverse Weather Conditions

Section 1

Bargaining Unit employees are emergency employees. They are required to report for duty and may be required to remain on duty when activities of the Employer are affected by adverse weather conditions.

Employees shall be considered on duty when required to remain at work by a supervisor. If the employees are required to remain at work by a supervisor for more than 24 hours, the employer will provide a rest area for sleeping.

Article 28 - Outside Employment

Outside employment shall be governed by General Order 7-004 and the Airports Authority Code of Ethics for Employees.

Article 29 - Promotions

Section 1

Promotions will be made on a competitive basis after an evaluation of each individual's qualifications.

Section 2

All vacancy announcements shall be posted no later than ten days prior to the deadline for submitting applications. All eligible employees will be allowed to apply for any vacancies.

Section 3

- a. When filling Sergeant vacancies, Management shall evaluate all applicants based on the same criteria.
- b. When evaluating employees for other positions, the Employer may consider the following factors:
 - (1) Performance at an oral interview panel, ranked by impartial evaluators;
 - (2) A validated measurement instrument tailored to the position, and
 - (3) The experience and seniority of employees applying for the position.
- c. Management may rank the eligible candidates according to the above factors. Management may select employees for the vacancies based on this eligibility list.

Section 4

If the Employer establishes a new promotion program, or changes an existing one which covers employees in the Bargaining Unit, it will advise the Union prior to implementation and the Union may request negotiations concerning the matter.

Article 30 - Discipline

Section 1

Bargaining Unit employees who have completed their probationary period may not be disciplined or removed except for just cause.

Section 2

Discipline shall be handled in accordance with Departmental General and Operational Orders, and the Airports Authority Conduct and Discipline Policy. If a conflict exists among these orders and policy then the General Orders shall govern.

Section 3

a. **Advance Written Notice.** In cases involving termination, suspension, demotion or written reprimands, written notice must be received by the employee at least 15 working days before the effective date of the proposed action. The reasons for the proposed action must be stated in sufficient detail to enable the employee to prepare a reply. The employee shall be allowed to review the investigatory files in preparing the reply.

b. **Employee Reply.** Employees may reply to the proposed action orally, in writing, or both. The employee must be allowed 15 working days to reply. The Deciding Official may meet with the employee and the representative to discuss the proposed action

during the 15 working day time period. The Deciding Official may grant a reasonable time extension if requested by the employee.

c. **Written Decision.** A written notice of decision will be issued in all cases. The written notice of decision must state the effective date of the action and inform the employee of the grievance rights. The Deciding Official may decide to take the proposed action, not take the proposed action, or take lesser action.

Article 31 - Grievances

Section 1

The grievance procedure provides a prompt and equitable method for settling or resolving grievances.

- a. A grievance means any complaint:
- (1) by an employee concerning any matter relating to his/her employment; or
 - (2) by the Union concerning any matter relating to the employment of any Bargaining Unit employee, or
 - (3) by an employee, the Union, or the Employer concerning:
 - (a) the interpretation or claim of breach of this Agreement, or
 - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or policy affecting conditions of employment.

(4) Except that a grievance shall not include a complaint pertaining to:

- (a) retirement, life insurance, savings plans, health insurance, long or short-term disability;
- (b) any examination, certification, or appointment;
- (c) the classification of any position that does not result in a reduction in grade or pay of the employee;
- (d) anything pertaining to wages and benefits and the calculation thereof; or
- (e) any matter for which the Employee Relations Council has established an appeal procedure.

b. The grievance procedure shall be the exclusive process available to the Union, the Employer and the Bargaining Unit for resolving grievances not involving disciplinary actions.

c. An employee may present and advance a grievance on his/her own behalf through the appropriate grievance process. Only the Union or the Employer may invoke arbitration.

d. When several employees have the identical grievance, the Union will select one case for processing under the procedure and the results will apply to the other employees concerned. The Union will provide the Employer, in writing, the employee's grievance to be processed and the names of the other employees concerned.

e. In the event either Party declares a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended

to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

f. The filing of a grievance should not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

g. Reasonable official time during working hours will be allowed for employees and recognized Union representatives to present grievances, including attendance at meetings with Management officials.

h. Failure of Management below the Chief of Police to meet any time requirements of this grievance procedure will mean that the employee/Union may proceed to the next step. Failure of the grievant or the Union to proceed with a grievance within the specified time limits shall render the grievance settled on the basis of the last decision. Neither party will deny a reasonable request for a time extension.

Section 2 - For Other Than Disciplinary Actions

Management and employees are strongly encouraged to resolve their concerns prior to submitting grievances under this section.

Step 1. The employee or Union will have ten (10) business days from the event giving rise to the grievance or from when the employee or Union reasonably should have known of the event to initiate an oral grievance with the Station Commander/Professional Standards Bureau Commander. Employees are strongly encouraged to notify the Union at the earliest before the Step 1 grievance must be initiated. The Station Commander/PSB Commander shall meet with the employee and the Union

representative not later than two (2) business days from the initiation of the oral grievance. The employee and his/her representative will be granted reasonable official time to present the oral grievance. The Station Commander/PSB Commander shall give an oral response within two (2) business days of the meeting.

Step 2. If the grievance is not resolved at Step 1, the employee or the Union may submit a written grievance to the Chief of Police or designee within ten (10) business days following the receipt of the Step 1 response. The written grievance shall contain the name of the grievant, the alleged violation (including the Articles/Sections of the Agreement, policies, laws or general orders alleged to be violated, etc.), the corrective action desired, and the name of the Union representative. If requested, the Chief of Police or designee shall, prior to making a decision, meet with the employee and/or Union representative. The employee and his/her representative will be granted reasonable official time to present the grievance. The Chief of Police or designee shall issue a written decision to the employee and Union representative within ten (10) business days following receipt of the written grievance or the Step 2 meeting, if held.

Step 3. If the grievance is not resolved at Step 2, the employee or the Union may appeal to the Vice President for Public Safety within ten (10) business days of the Chief's response. The written grievance along with the response/statement that no response was given, will be filed with the Vice President for Public Safety. The Vice President for Public Safety, or designee, will respond to the grievance within ten (10) business days of receipt. If not settled or resolved at Step 3, only the Union may advance a grievance to arbitration.

Section 3 - For Disciplinary Actions

The grievance procedure for disciplinary actions is as follows:

a. When the Deciding Official is the Vice President for Public Safety:

- (1) The employee has ten (10) business days after receipt of the disciplinary decision to file a grievance and request a meeting/discussion with the Vice President for Public Safety.
- (2) The meeting/discussion must be held within five (5) business days of receiving the request.
- (3) The Vice President for Public Safety must issue a written decision on the grievance within ten (10) business days after the meeting/discussion.
- (4) The Union has ten (10) business days after the employee's receipt of the decision to request in writing that the disciplinary action be submitted to arbitration.

b. When the Deciding Official is the Chief of Police:

- (1) The employee has ten (10) business days after receipt of the disciplinary decision to submit a written grievance to the Vice President for Public Safety.
- (2) The Vice President for Public Safety must issue a written response within ten (10) business days after receipt of the grievance.
- (3) If the grievance is not resolved, the Union has ten (10) business days after the employee's receipt of the written response to request in writing that the disciplinary action be submitted to arbitration.

- c. The Parties may agree to extend the time limits in the grievance procedure for disciplinary actions.

Section 4 Employer Grievances

The Employer may file a grievance within ten (10) business days of the actual or constructive notice of the event giving rise to the grievance. The grievance will be filed in writing to the Union President. The President will have ten (10) business days in which to respond to the grievance in writing. If the grievance is not settled, the Employer may, within ten (10) business days of receipt of response, or if there is no response, advance the grievance to arbitration.

Section 5

After a notice of intent to arbitrate has been filed with the other Party, the Employer or the Union may request a final meeting to attempt to resolve the case.

Section 6

The Employer/Union shall, upon request, provide the other Party with necessary information from the Employer's official records or the Union's documents/files to aid in resolving specific grievances insofar as permissible without violating law or regulations, if the request is reasonable and timely.

Article 32 – Arbitration

Section 1

If a grievance processed under the grievance procedure is not resolved or settled, either the Employer or the Union may submit the matter to arbitration within ten (10) days after receipt of the final grievance decision. Within seven (7) calendar days from the date of receipt of a valid arbitration request, the Parties shall jointly request either the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of seven arbitrators. The Parties shall meet, normally within five (5) business days after receipt of a list of arbitrators. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of seven and repeat this procedure until one arbitrator remains who shall be the duly-selected arbitrator.

Section 2

The arbitration hearing will be held, if possible, during the regular day-shift hours, Monday through Friday. When otherwise in a duty status, the grievant, the Union representative, and employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be on official time while attending the hearing. The Employer may change the schedule of an employee witness who will attend so that he/she is on duty the day of the hearing. The number of witnesses summoned at any one time during the hearing shall be limited to those who can be spared from their duties without interfering with the mission of the Police Department.

Section 3

The arbitrator will issue a decision to the Employer and the Union as quickly as possible, but in any event, no later than 30 days after the conclusion of the hearing. The decision of the arbitrator shall

be final and binding on both parties unless on its face it is contrary to law or to an Airports Authority regulation applicable to all Authority employees and mandated by law; or unless the award has been obtained by corruption, fraud, evident partiality, misconduct prejudicing the rights of a party, or any other undue means. The arbitrator shall have no authority to add to or modify any terms of this Agreement and will confine the hearing to the specific issue(s) in dispute. The arbitrator will first resolve any issues of grievability or arbitrability before proceeding on the merits.

Section 4

The employer and the Union will share the arbitrator's fees and expenses equally. Transcripts may be taken of all arbitration hearings. The parties shall share the cost of the arbitrator's transcript. However, if the reporting service charge includes two transcripts (one for the arbitrator and one additional copy) and only one party requests a transcript, the party requesting the transcript shall pay two-thirds of the total charge. If both parties request a transcript, the total charge shall be shared equally.

Article 33 - Dues Check Off

Section 1

The Dues Allotment procedures are covered in the Memorandum of Understanding for Voluntary Allotment for Dues Payment agreed to by the Parties on December 9, 1996.

Section 2

The Union agrees to indemnify and hold the Airports Authority harmless against any and all claims, suits, orders, and judgments

brought and issued against the Airports Authority as a result of any action taken or not taken by the Airports Authority under the provisions of the Memorandum of Understanding referenced in Section 1 above.

Section 3

The Union may request, no more than once a year, to have the amount of Union dues increased or decreased.

Section 4

The employer will be held harmless against any and all claims, demands, suits, or any other liability arising out of its good faith actions to implement the memorandum of understanding referenced in section 1 above.

Article 34 - Holidays

The following days may be considered holidays for purposes of this provision:

- | | |
|---|--|
| (a) Independence Day | (g) New Year's Day |
| (b) Thanksgiving Day | (h) Memorial Day |
| (c) Columbus Day | (i) Veterans' Day |
| (d) Christmas Day | (j) Martin Luther King's
Birthday |
| (e) Labor Day | (k) Inauguration Day (every
4 th year where appropriate) |
| (f) Presidents Day | |
| (l) Any other holiday declared by the Airports Authority
President | |

Article 35 – Pay Review

The Employer intends to conduct a review of the Washington Metropolitan Area to determine comparable pay. Upon completion of the review, the Employer shall promptly forward that portion of the review that applies to the Bargaining Unit to the Union.

Article 36 - General Provisions

Section 1

If the Employer establishes a committee and the function of that committee will affect the working conditions of Bargaining Unit employees, the Employer will consider selecting a Union representative recommended by the Union, to serve on the committee.

Section 2

The Airports Authority recognizes that problems such as stress, alcoholism, drug dependency, family or emotional conflicts, and legal or financial difficulties can affect job performance. Accordingly, the Airports Authority provides services to employees under the Employee Assistance Program (EAP). The EAP Manager is available to assist employees and their families on a confidential basis.

Section 3

The Employer will ensure sufficient copies of the following updated materials are available and readily accessible to all members of the bargaining unit: General Orders, Special and

Operational Orders, relevant titles of the Virginia Code, FAA and TSA Regulations, and personnel policies and regulations.

Article 37 - Duration of Agreement

Section 1

This Agreement will remain in full force and effect for 3 years from the date it is approved by the Chief Executive Officer of the Metropolitan Washington Airports Authority or designee. However, either Party may give written notice to the other, not more than 120 calendar days or not less than 60 calendar days prior to the first and/or second anniversary dates to request renegotiation of no more than five Articles of this Agreement. During these renegotiations, all provisions of the Agreement will remain in full force.

Section 2

Either Party may give written notice to the other, not more than 120 or not less than 60 days prior to the 3-year expiration date, for the purpose of renegotiating this Agreement. The present Agreement will remain in full force during the renegotiations and until such time as a new Agreement is approved.

Section 3

If neither Party serves timely notice to renegotiate this Agreement, this Agreement shall automatically be renewed for a 3-year period.

Section 4

Termination of this Agreement will not in and of itself terminate the exclusive recognition granted the Union.

Section 5


This Agreement may be terminated (a) by mutual consent of both Parties, and (b) at any time it is determined and established that the Union is no longer entitled to exclusive recognition under the Metropolitan Washington Airports Authority Labor Code.

Signed at 1 Aviation Circle, Washington, DC, this 21st day of December 2010.

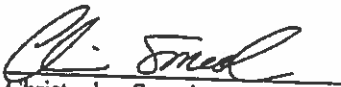
For the Metropolitan Washington
Airports Police Association
IUPA, Local 5004, AFL-CIO



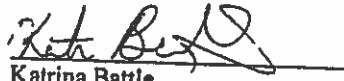
Aaron Nisenson
Chief Negotiator



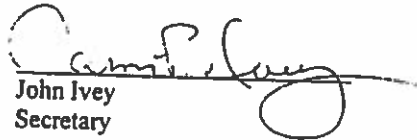
Joseph Spina
President



Christopher Smeal
Vice President, IAD



Katrina Battle
Vice President, DCA

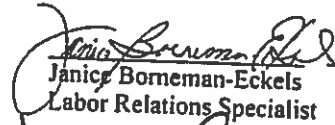


John Ivey
Secretary

For the Metropolitan Washington
Airports Authority



John M. Tapajcik
Chief Negotiator



Janice Borneman-Eckels
Labor Relations Specialist



Michael Czlonka
Deputy Chief of Police



Brian Kaister
Major



Stephen Holl
Chief of Police

APPROVED:



Lynn Hampton
President and CEO

Metropolitan Washington Airports Authority

DATE: 2/14/11