

BART PROPOSALS

TO AFSCME/3993

MAIN BART-Sponsored Issues in Negotiations with AFSCME as of August 6, 2013

- Duration of Agreement: BART has discussed a 4 year agreement with AFSCME but has not passed a proposal on this matter
- Class and Compensation: Currently, BART has proposed 2% annual increases for Fiscal Year 2014, 2015, 2016 and 2017. BART has also proposed a Classification and Compensation structure that will provide \$1 million towards addressing pay discrepancies and creating a step-based compensation program. BART also asked AFSCME to contribute towards that program.
- Classifications: BART currently has a proposal that includes new job classifications and a provision for e-mail notification to the Union President of any contracting out by BART that could impact work normally performed by AFSCME-represented employees.
- Union Representatives: BART has a proposal outstanding that would require submittal of an Official Union Business form to the employee's supervisor at least 24 hours in advance of the requested leave for AFSCME's monthly Executive Board meeting. Under BART's proposal Union representatives are not to receive any premium or overtime pay for conducting approved Union business.
- Dental Insurance Coverage: BART proposes that retirees shall have the option to purchase the same dental coverage as listed in this section at no cost to the District.
- PERS Medical and Prescription Drug Benefits: BART proposes employees hired after 1/1/13 pay 6% of the premium cost for the plan beginning FY 2014, 8% in FY 2015, 9% of premium costs in FY 2016 and 10% in FY 2017. BART also proposes to retain the Money Purchase Pension Plan ("MPPP") for the life of the agreement.
- Vision Care Plan: BART proposes that retirees have the option to purchase the same vision coverage as listed in this section at no cost to the District.
- Educational Assistance Program: BART has an outstanding proposal increasing the amount it will provide to employees. It increases the amount of money available for employees pursuing an AA degree from \$750 in Fiscal year 2013, to \$950 for Fiscal Year 2014, increasing to \$1,500 for FY 2017. Reimbursement for those in programs beyond 60 semester units will see an increase from \$1,000 in FY 2013, to \$2,000 in FY 2017.
- Retirement Benefits: BART proposes that employees who began working for BART before 1/1/13 will be eligible to participate in the 2% at 55 PERS pension plan. Employees hired after 1/1/13 will be eligible for 2% at 62 PERS benefits. The District will retain its 1.627% of payroll contribution to the Money Purchase Pension Plan
- Workdays and Workweek: BART's outstanding proposal would preclude paying Overtime for working on a first or second Regular Day Off (RDO) unless an employee had worked 40 hours straight-time during their regularly scheduled workweek.

- Reduction in Force (New): BART's most recent counterproposal requires laid off employees to check BART job openings. Internal only postings would be communicated to the employee by BART.
- Special Provision Applicable to Operations Control Center - Extra Board: BART proposes Extra Board personnel be assigned to fill temporary job assignments on a work week basis. It also proposes to make a reasonable effort to schedule Extra Board personnel as close as possible to their bidded start times.
- Special Provisions Available to Line/Yard/SOS/OS Uniforms (PTA): BART is proposing to increase uniform maintenance allowances and has offered to provide a vouchers for employees to purchase uniforms and/or professional attire. Each year following the initial purchases, employees will receive \$250 checks to purchase replacement uniforms/professional attire.

DISTRICT COUNTER – 7/30/13

3.2 CLASSIFICATIONS

- A. The job classifications covered by the AFSCME bargaining unit include the following:

Classifications	Pay Band
Access Administrator	7
Access Coordinator	6
Applications Analyst	5
<u>Asset Coordinator</u>	<u>6</u>
Assistant Logistics Program Manager	7
Assistant Manager of Revenue Control	9
Automotive and Equipment Maintenance Supervisor	5
Central Maintenance Supervisor	7
Coordinator, Technical Maintenance Support	7
Data Base Administrator	7
District Real Estate Surveyor	8
District Right-of-Way Surveyor	8
Employee Patron Safety Administrator	7
Energy Analyst	4
<u>Project Enterprise Information Specialist</u>	<u>9</u>
Environmental Administrator	8
Facilities/Utility Location Coordinator	7
Facilities Maintenance Supervisor	5
Financial Analyst I	2
Financial Analyst II	4
Government & Community Relations Representative I	2
Government & Community Relations Representative II	4
Hazardous Material/Environmental Compliance Program Manager	7
Industrial Hygienist	7
Information Systems Security Officer	7
Insurance Analyst	5
Lead Marketing Representative	6
Legal Office Supervisor	4

Liability Risk Analyst	5
Logistics Program Administrator	7
Logistics Supervisor	5
Maintenance Support Administrator	6
Manager of Access Programs	8
Manager of Accounting	8
Manager of Automatic Fare Collection Maintenance	9
Manager of Automotive and Equipment Maintenance	9
Manager of Credit/Debit Fare Programs	9
Manager of Customer Services	8
Manager of Drafting & Configuration	9
Manager of Employee/Patron Safety	8
Manager of Inventory Management	8
Manager of Operations Safety	8
Manager of Paratransit Programs	8
Manager of Parking Programs	8
Manager of Quality Assurance	8
Manager of Special Projects	8
Manager of Special Projects, Analysis	8
Manager of Special Projects, TSD	8
Manager of Technical Resources, Publications & Graphics	7
Manager of Time and Labor Administration	8
Manager of Track Geometry	6
Manager of Transit Vehicle Cleaning	8
Marketing Representative I	2
Marketing Representative II	3
Material Control Systems Supervisor	6
Operations Supervisor	6
Operations Supervisor – Operations Liaisons Planner	4
Power & Way Controller	7
Principal Administrative Analyst	7
Principal Financial Analyst	7
<u>Principal Enterprise G.I.S. Analyst</u>	<u>7</u>
Principal Government and Community Relations Representative	7
Principal Legislative Analyst	7
Principal Marketing Representative	7
Principal Planner	7
Principal Property Development Officer	7
Principal Real Estate Officer	7

Principal Right of Way Officer	7
Procurement Analyst	3
Program Control Administrator, Telecommunications Revenue	8
Public Information Officer	7
Purchasing Support Supervisor	7
Quality Assurance Supervisor	6
Query & Reports Specialist	7
<u>Safety Specialist</u>	<u>5</u>
<u>Scheduling Supervisor</u>	<u>6</u>
Section Manager, Automatic Fare Collection Maintenance	7
Section Manager, Elevator/Escalator Maintenance	7
Section Manager, Power and Mechanical Maintenance	7
Section Manager, Structures Inspection and Maintenance	7
Section Manager, Structures Maintenance	7
Section Manager, Systems Maintenance	7
Section Manager, Track Maintenance	7
Section Manager, Track Maintenance and Wreckmaster	8
Senior Administrative Analyst	5
Senior Applications Analyst	7
Senior Budget Analyst	4
Senior Central Maintenance Supervisor	8
Senior Energy Analyst	7
Senior Environmental Compliance Specialist	6
Senior Financial Analyst	5
Senior Government and Community Relations Representative	5
Senior Inventory Control Analyst	4
Senior Logistics Supervisor	6
Senior Marketing Representative	5
Senior Operations Safety Specialist	7
Senior Operations Supervisor	8
Senior Operations Supervisor – Operations Liaisons	8
Senior Planner	5
Senior Real Estate Officer	6
Senior Right-of-Way Officer	6
Senior Safety Specialist	6
Senior Systems Programmer	7

Senior Projects Coordinator	5
Senior Time and Labor Administrative Analyst	5
Special Projects Manager, Systems Maintenance	7
Special Projects Manager, Track and Structures	7
Supervising Power and Way Controller	8
Supervisor, Business Systems Operations	8
Supervisor, Data Center Operations	5
Supervisor, Facilities Maintenance Contract	5
Supervisor, LAN Administration	8
Supervisor, Technical Support and Graphics	6
Systems Programmer	6
System Service Supervisor	5
Technical Documentation Administrator	5
Technical Maintenance Support Administrator	7
Train Controller	8
Treasury Analyst	5
Vehicle Performance Analyst	7

Job descriptions shall be provided by the District to the Union by classification.

- B. If the District creates a new job classification or substantially revises an existing job classification, it shall provide AFSCME with a copy of the classification description at least fifteen (15) workdays prior to posting to fill a vacant position in the classification. If the classification is not designated by the District as an AFSCME represented classification and AFSCME believes that the classification should be AFSCME represented it shall notify the District in writing within fifteen (15) workdays after the union's receipt of the classification description.
- C. If the District performs an analysis of the duties of a position within a classification in the bargaining unit and determines that those duties are described more accurately by a classification description of a classification in another bargaining unit or in a non-represented status, the union may challenge the accuracy of that determination.
- D. If the District revises substantially an AFSCME represented classification or creates a new classification from a pre-existing AFSCME classification(s) and the District proposes to remove the classification from the bargaining unit, the union may proceed immediately to the State Department of Industrial Relations to resolve whether the classification should remain in the AFSCME bargaining unit.

- E. The District or AFSCME may petition the State Department of Industrial Relations to resolve whether the classification or positions therein are to be included in the AFSCME bargaining unit. However, if the classification encompasses duties performed, in whole or in part, by employees in the job classifications already assigned to another bargaining agent under the terms of the then-existing collective bargaining agreement between the District and the other bargaining agent, AFSCME may challenge such assignment only as provided under applicable state law.
- F. If the State Department of Industrial Relations decides or the parties mutually agree that the affected classification(s) or position(s) shall be AFSCME represented, any affected employee's dues, initiation fees and other terms and conditions of employment specified under the AFSCME agreement shall take effect on the first of the month following the date such determination is announced.
- G. The Union President shall be notified whenever the District is considering contracting work which is usually done by an AFSCME classification. The associated Department Manager shall fax or e-mail a Contract Notification Form to the President of AFSCME prior to awarding the contract. The Contract Notification Form will identify the date it is faxed or e-mailed. The Union shall have seven (7) workdays after the Contract Notification Form is faxed to provide any comments to the associated Department Manager. If comments are received within the seven (7) workday period, the Department Manager shall meet with the Union to discuss concerns which will be considered before making a decision to contract. The Department Manager's decision shall be final.

DISTRICT COUNTERPROPOSAL 7/30/13

8. UNION REPRESENTATIVES

Twelve (12) Union representatives, including the President, shall be recognized to assist employees in resolving grievances at the lowest possible administrative level, provided, however, the parties agree that ~~four (4)~~ three (3) of the twelve (12) representatives shall be area representatives. The Union agrees to select one (1) area representative from members working at each of the following ~~four (4)~~ three (3) line locations: A/L Line, G Line C and R Line, and M/W Line, and OCC. ~~Additionally, no more than one (1) union representative may come from each line location or from the Operations Control Center (OCC).~~ If an area representative assignment is vacant for any reason the total number of twelve (12) representatives is temporarily reduced accordingly until the area representative vacancy is filled. Representatives employed by the District shall be afforded reasonable time for the conduct of ~~the Union business~~; e.g., ~~investigation and processing of grievances, meetings with Management~~, without loss of pay or benefits, provided that an official Union Business for AFSCME Representatives Form #1499 is submitted to the union representative's supervisor at least 24 hours in advance, notification is given to, and approved by, their immediate supervisor. At no time will a union representative be paid a premium or overtime for conducting approved union business. "Union business," as used in this provision, consists of investigating and processing grievances at the lowest possible administrative level; attending meetings and trainings with management; and participating in arbitrations, including reasonable preparation time for such arbitrations.

The President during his/her respective term of office shall receive grave shift differential in recognition of his/her variable work schedule.

The President, during his/her respective term of office shall have two (2) ~~three (3)~~ paid designated days a week time off on Union Business subject to advance notification to his or her supervisor, as provided above. Requests for additional Union Business time shall not be unreasonably denied.

Upon formal designation by the Union, representatives employed by the District will not be transferred from the assignment, shift or location they hold by reason of their election or appointment, but at no time will the District be under obligation to retain a representative employed by the District because of his/her status for whom there is no work to perform or who cannot perform available work in a qualified and acceptable manner.

Representatives will be given the privilege of utilizing the District's inter-office

mail and existing telephone facilities as may reasonably be necessary in the conduct of Union business.

The twelve (12) union representatives will be released to attend the monthly Executive Board meetings held on the second Wednesday of the month.

Each member of the duly elected or appointed Union Negotiating Committee (not to exceed twelve (12) who attends the Union-Management contract negotiation meetings will be compensated for actual work time lost as a result of such meetings.

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28. DENTAL INSURANCE COVERAGE *

Present coverage for preventative care, restorative care, prosthodontic care, and orthodontic care will continue. Coverage will be as follows:

- A. **Preventative Care:** Insurance will pay one hundred percent (100%) of Usual and Customary charges.
- B. **Restorative Care:** Insurance will pay ninety percent (90%) of the Usual and Customary charges, with the employee paying the balance.
- C. **Prosthodontics:** Insurance will pay ninety percent (90%) of the Usual and Customary charges, with the employee paying the balance.
- D. **Orthodontics:** Insurance will pay seventy-five percent (75%) of the Usual and Customary charges, with the employee paying the balance.

Maximum benefit payable for a combination of preventative, restorative, and prosthodontics care is two thousand dollars (\$2,000) for each calendar year. Each calendar year, the employee may place the maximum benefit payable for preventative, restorative and prosthodontics care for each employee and dependent in a family bank. Maximum benefit payable for orthodontic care is three thousand five hundred dollars (\$3,500) lifetime maximum, with fifty dollars (\$50) deductible for employees and dependents.

Retirees shall have the option to purchase the same dental coverage as listed in this section at no cost to the District.

*** Minute Clarification**

Employees shall have the option to purchase, at their own expense, an enhanced dental plan. Benefits and premiums shall be established by the District annually, based on plan experience. Premiums for this benefit will be paid through payroll deduction.

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33. PERS-MEDICAL & PRESCRIPTION DRUG BENEFITS *

A. PERS Medical & Prescription Drug Benefits

The District will provide group medical and prescription drug benefits, as provided below, through the Public Employees' Retirement System (PERS). The PERS rules, regulations and plan documents will control on all issues concerning benefits, including the types and levels of benefits offered and eligibility for those benefits.

The Union acknowledges that it understands these benefits may not equate to benefits previously available to employees and retirees through the various optional medical plans and the Prescription Drug Plan. Because coverage will be provided through PERS, the District and the Union understand that PERS may terminate or change covered expenses, benefit payments and co-payments on covered benefits, deductibles, lifetime and/or annual maximums and may implement various cost control features.

Except for Survivors Benefits, as provided for in Section 41, the Union waives the right to any group medical or prescription drug benefit granted expressly or implied under other sections of this Agreement, or by any other agreement between the parties or by any District guideline, policy or practice if that benefit is not offered through the PERS medical plan.

~~Employer Contributions for Health Insurance.~~

B. Employee and Retiree Contributions for Health Insurance.

1. All employees eligible for PERS medical benefits who enroll for such benefits shall be responsible for a premium contribution towards the District's premium cost for the plan and level chosen except as further defined in Section C as follows: in the amount of twenty four dollars and fifty eight cents (\$24.58) per month, except as provided below.
 - a. Commencing no later than January 1, 2014, employees shall be responsible for a contribution of six (6%) of the premium cost for the plan and level chosen or a monthly contribution of ninety three dollars and sixty two cents (\$93.62), whichever is greater;
 - b. Commencing FY 2015, such contribution shall increase to eight percent (8%) of the premium cost for the plan and level chosen or a monthly contribution of ninety three dollars and sixty two cents

(\$93.62), whichever is greater;

c. Commencing FY 2016 such contributions shall increase to nine percent (9%) of the premium cost for the plan and level chosen or a monthly contribution of ninety three dollars and sixty two cents (\$93.62), whichever is greater; and

d. Commencing FY 2017, such contribution shall increase ten percent (10%) of the premium cost for the plan or level chosen or a monthly contribution of ninety three dollars and sixty two cents (\$93.62), whichever is greater.

~~1. The employee's twenty-four dollars and fifty eight cents (\$24.58) monthly employee contribution toward the medical insurance premium shall increase by fifty dollars and forty two cents (\$50.42) on January 1, 2006. Each January 1 thereafter, the monthly employee contribution shall increase by an escalator amount of three percent (3%). For example, the total monthly employee contribution on January 1, 2007 will be seventy seven dollars and twenty five cents per month. (The calculation that arrives at this number is as follows: $\$24.58 + \$50.42 = \$75 \times 1.03 = \77.25 .) The employee contribution amounts provided by this subsection shall be the maximum employee premium contribution through June 30, 2034. The employee contribution amounts provided below shall be in addition to any costs for coverage excess of the amounts specified in paragraph C. below.~~

<u>DATE</u>	<u>Maximum Employee Monthly Contribution</u>
01 Jan. 06	\$75.00
01 Jan. 07	\$77.25
01 Jan. 08	\$79.57
01 Jan. 09	\$81.95
01 Jan. 10	\$84.41
01 Jan. 11	\$86.95
01 Jan. 12	\$89.55
01 Jan. 13	\$92.24
01 Jan. 14	\$95.01
01 Jan. 15	\$97.86
01 Jan. 16	\$100.79
01 Jan. 17	\$103.82
01 Jan. 18	\$106.93
01 Jan. 19	\$110.14
01 Jan. 20	\$113.44

01 Jan. 21	\$116.85
01 Jan. 22	\$120.35
01 Jan. 23	\$123.96
01 Jan. 24	\$127.68
01 Jan. 25	\$131.51
01 Jan. 26	\$135.46
01 Jan. 27	\$139.52
01 Jan. 28	\$143.02
01 Jan. 29	\$148.02
01 Jan. 30	\$152.46
01 Jan. 31	\$157.03
01 Jan. 32	\$161.74
01 Jan. 33	\$166.60
01 Jan. 34	\$171.59

2.2. Each eligible retiree shall pay the same premium contribution as active employees. Employees' premium contributions will be paid for through tax-exempt payroll deductions. Retiree premium contributions will be deducted from the retirement allowance paid by PERS. If a retiree's retirement allowance is not sufficient to pay the entire contribution, the retiree must pay the balance due on such premium contribution directly to PERS. If such payment is not received by the due date, health care coverage will automatically, immediately and permanently cease. These rules are intended to comply with the premium contribution procedures established by PERS, which may be modified by PERS. The District, Unions and employees shall comply with the PERS procedures in effect from time to time.

C. Maximum District Contributions for Health Insurance

Beginning January 1, 2010, ~~the District's maximum shall contribution shall be the remainder of the premium above the employee's contribution for the an amount up to the applicable plan and level of plan participation (i.e. one party, two party, or family) and the same Medicare status as elected by the eligible employee or retiree capped by equal to the Bay Area Basic Premium Rates for the PERS HMO Blue Shield Access+ and/or PERS HMO Kaiser Plan, whichever is greater, less the employee and retiree contributions provided for in 33.B above.~~ This District contribution shall be the District's maximum payment toward employee health insurance premiums. Employees and retirees electing a coverage with a cost greater than the District's maximum contribution shall have the difference deducted automatically from the unit member's pay or as set forth in 33.B.1. above, in addition to amounts to be deducted in

accordance with subsection B above.

D. Retiree Insurance Funding.

~~1. Beginning July 1, 2007, the District shall contribute into its Retiree Health Benefit Trust (RHBT) amounts that, at minimum, reflect an eight (8) year "ramp up" to District payment of the full Government Accounting Standards Board (GASB) compliant Annual Required Contribution (ARC) beginning July 1, 2013 using an open group valuation method with a closed thirty (30) year amortization schedule for unfunded liability ending June 30, 2034. Except as provided in paragraph 3 below, each pay period the District shall contribute to the RHBT an amount equal to the below-listed percentages of straight time bargaining unit base pay paid to bargaining unit members in that pay period into the RHBT. (For example, if base pay in the pay period in FY '07 is one million dollars (\$1,000,000), the District will contribute \$34,900 into the RHBT for that pay period).~~

<u>Date</u>	<u>Percentage</u>
July 1, 2007 (FY 08)	3.49%
July 1, 2008 (FY 09)	3.64%
July 1, 2009 (FY 10)	3.79%
July 1, 2010 (FY 11)	3.94%
July 1, 2011 (FY 12)	4.10%
July 1, 2012 (FY 13)	4.27%

~~2. In addition, on or before June 30, 2009 the District shall, at minimum, contribute into the RHBT an amount equal to three and twenty-two one-hundredths percent (3.22%) of straight time bargaining unit base pay paid in FY '06 and three and thirty-six one-hundredths percent (3.36%) of straight time bargaining unit base pay paid in FY '07. These figures represent the "ramp up" percentages for these fiscal years.~~

~~3. The District shall perform an actuarial study of the retiree medical insurance plan liabilities and funding needs (including the Annual Required Contribution "ARC") after the end of each calendar year but before the beginning of the next fiscal year for which the results provide guidance. For each fiscal year beginning with FY 2007, the actuaries shall adjust the above "ramp up" percentages for the fiscal year for which the study was prepared and for each remaining fiscal year in the "ramp up" period. The last such adjustment will be in the study performed prior to July 1, 2013 for FY 2013. The revised percentages shall be the percentages contributed by the District to~~

~~the RHBT for those years, except that the District shall pay no less than the percentages specified in subsections 1 and 2 above.~~

4.1. Beginning July 1, 2013, the District shall, at minimum, contribute to the RHBT each pay period an amount equal to the full GASB compliant Annual Required Contribution (ARC) percentage of straight time base pay paid to bargaining unit members during that pay period using an open group valuation method with a closed thirty (30) year amortization schedule for unfunded liability ending June 30, 2034. (For example, if the base pay during the pay period is one million dollars (\$1,000,000) and the ARC percentage is fourteen percent (14%), the District will contribute one hundred forty thousand dollars (\$140,000) to the RHBT for that pay period.)

5.2. ~~Effective July 1, 2013, the District shall continue to retain the 1.627% MPPP contribution for the term of this agreement, referred to in subsection C.2 above. Commencing July 1, 2017 that contribution shall be retained to the extent necessary to compensate the District for paying the difference between the actual ARC and the baseline ARC described below. The District shall retain this amount through June 30, 2034. In any year in which the actual ARC does not exceed the baseline ARC by an amount equal to the amount of the retained 1.627% MPPP contribution, the District shall pay the appropriate portion of the 1.627% into the employees' MPPP accounts, but only to the extent that the difference between the actual ARC and the baseline ARC is less than the dollar value of the retained MPPP 1.627%.~~

EXAMPLE: Assume that the actual ARC is fifteen percent (15%) in the particular year, the baseline ARC is fourteen percent (14%) in the particular year, and that the difference between the two is one million dollars (\$1,000,000). Assume further that the value of the retained 1.627% is one million five hundred thousand dollars (\$1,500,000). The District would then pay a total of five hundred thousand dollars (\$500,000) into the employees' collective MPPP accounts. These payments would be prorated in the same manner as would result from full payment of the 1.627% into the employee accounts.

The baseline ARC is as follows:

FY Year Beginning

Baseline ARC

7/1/13	11.88%
7/1/14	11.94%
7/1/15	12.00%
7/1/16	12.06%
7/1/17	12.12%
7/1/18	12.18%
7/1/19	12.24%
7/1/20	12.30%
7/1/21	12.36%
7/1/22	12.42%
7/1/23	12.48%
7/1/24	12.54%
7/1/25	12.60%
7/1/26	12.66%
7/1/27	12.72%
7/1/28	12.78%
7/1/29	12.84%
7/1/30	12.90%
7/1/31	12.96%
7/1/32	13.02%
7/1/33	13.08%

6. 3. Effective July 1, 2013 the District shall direct the Trustee of the RHBT to pay retiree health insurance premiums from the RHBT. No premiums will be paid from the RHBT prior to July 1, 2013.

~~E. One Time Payment~~

~~The District shall pay each bargaining unit member a one-time lump sum payment of three hundred dollars (\$300) gross in January 2006 to offset the increased employee's health insurance cost.~~

~~F. Alternative Plans~~

- ~~1. Between July 15 and November 15, 2005 the District and Union will meet to discuss possible proposals for alternative retiree health insurance plan legislation that would apply to employees hired after the effective date of the legislation. If the parties mutually agree on such proposals, they will jointly request that the state legislature and the Governor approve such legislation on an urgency basis. If the proposal becomes law the District will amend its contract with PERS to adopt the new program effective January 1, 2007 or as soon thereafter as possible for employees hired after the plan takes effect,~~

~~subject to satisfaction of the following conditions. First, all other District bargaining agents must agree to amend their respective labor agreements to accommodate the change under the same overall terms as for the SEIU and ATU bargaining units. Second, District actuaries must certify that using the same actuarial assumptions, contribution assumptions and "ramp up" percentages set forth above:~~

- ~~a. The actuarial projection of the ARC under the new program by the District's actuaries demonstrates that it will not rise above the ARC under the existing program at any time and that the District's unfunded liability for retiree medical insurance will not increase at any time.~~
- ~~b. It will not diminish budgetary savings during the "ramp up" period described above.~~

~~In addition, if the new plan otherwise meets the conditions set forth above, but produces additional savings as determined by the District's actuaries, the parties shall offset employee medical contributions to the extent of such savings at the time they occur.~~

~~If there are remaining projected savings after the elimination of the above employee contributions, the District and Union shall meet to discuss further distribution of the savings for employee benefit costs.~~

G.F. E. In Lieu of Medical Payments

During any open enrollment period after July 1, 2009, an eligible employee who has medical coverage under a spousal or other alternate plan may elect, in accordance with procedures established by the District to opt out of the group medical and prescription drug benefits covered under Section 33.A.

The District shall make a monthly payment of ~~\$100.00~~\$350.00 "in lieu of medical" to each eligible employee who opts out of 33.A. coverage.

Tax treatment of these payments will be subject to applicable Internal Revenue Code (IRC) and Internal Revenue Service (IRS) rules. The payments will be made in a manner that will not impact the income tax status of medical premiums under IRC requirements and to allow an employee to receive the amounts as cash monthly payments.

An eligible employee who opts out of 33.A. coverage may subsequently

enroll in such coverage as permitted under the terms of the plan(s) described in Section 33.A.

H. F. **Trust Review Committee.**

1. The District's five (5) unions shall each appoint one (1) member to serve on a trust review committee (TRC). The District Labor Relations Manager and Human Resources Manager shall serve on the TRC for the District. The TRC shall meet quarterly. Employee members of the TRC will be released from regularly scheduled duty with pay for quarterly TRC meetings.
2. The District will direct the Trustee of the Trust to provide the Unions with quarterly reports of all RHBT operations, including audited and unaudited financial statements and investment performance reports, and other consultant reports in advance of the quarterly TRC meeting. (The parties acknowledge that audited financial statements are performed only once per year.)
3. The Trustee will attend the TRC meeting to answer questions concerning the information provided to the TRC. However, the TRC shall in no way attempt to assist, direct, or otherwise involve itself in matters concerning the investment of Trust assets. However, the TRC may advise the Trustee on other Trust matters to the extent such advisory activity does not affect the legal status of the Trust. It shall be within the sole discretion of the Trustee whether to follow or not follow such advice.
4. The TRC members shall be released from regularly scheduled duty with pay to attend meetings of the Human Resources Manager and Labor Relations Manager with the District's actuaries and other professionals to discuss assumptions to be included in annual GASB valuation studies, the preliminary and final results of such studies, etc. Such studies shall include ARC projections through at least the year 2035. The District will provide the unions with a copy of the final version of such study on or before February 1st each year or as soon thereafter as is practicable.

I. G. **Retiree Health Benefits Trust.**

Within one hundred twenty (120) days after the signing of this agreement by the parties hereto, the District shall amend the Trust Agreement to provide that:

1. Trust assets shall be held for the sole and exclusive purpose of

providing health benefits to eligible BART retirees and to defray the reasonable expenses of administering the RHBT.

2. The only District benefit plans for which payments may be made from the RHBT shall be those retiree health benefit plans offered to eligible District retirees as a result of its collective bargaining agreements, or District policy which extends such plans to non-represented employees. In addition, for District personnel on a District plan that is no longer generally offered to District employees, payments may be made from the RHBT. However, the District shall ensure sufficient separate funding and the Trustee shall separately account for benefits paid for such personnel.
3. The District may terminate the RHBT, subject to its duty to bargain in good faith to agreement or impasse over such termination with the Union. If the District gives the Union notice of the termination of the RHBT, the Trust shall not terminate until the assets then remaining are exhausted. Such assets shall be used only as provided in paragraph 1 above.

H. Retiree Medical Insurance Eligibility

The parties agree that with respect to District employees first hired after July 1, 2013, the District shall make no contribution for postretirement health benefits on behalf of such individuals with less than ten years of credited service with the District, and that the full District contribution for postretirement health benefits shall be made only on behalf of individuals who have completed a minimum of fifteen years of credited service with the District. Eligibility for this benefit is, in addition to the specified criteria, subject to current provisions which require that the employee retire from CalPERS within one hundred and twenty (120) days of separation from the District.

The parties agree that:

1. This provision applies to unrepresented employees, members of the Board of Directors to the extent they are eligible under existing law, and members of any unit of employees whose terms and conditions of employment are determined through collective bargaining and who agree that it should apply to its members.
2. Contributions shall be subject to:
 - a. Credited years of District service
 - b. An agreement with all represented employees mutually agreed upon through collective bargaining;

3. The District contribution shall be a percentage of the employer contribution for applicable credited years of service as follows: 10 years – 50 %, 11 years – 60%; 12 years- 70%; 13 years – 80%; 14 years – 90% and 15 years 100%.
4. The full contribution level shall be available for postretirement health benefits for those employees who are approved for and exercise a disability retirement with at least five years of credited service with the District.
5. This section shall only apply to District employees or Board members who are first hired by the District or newly elected to the Board and first serve on or after July 1, 2013. or, if so specified in an applicable agreement, to District employees first hired by the District on or after the date specified in such agreement.
6. Any agreement to adopt these provisions by any collective bargaining unit shall apply only if the agreement is expressly incorporated into or made a part of a memorandum of understanding.
7. This provision shall not apply to any employee who retires before the effective date of the memorandum of understanding referenced above. In the event that the memorandum of understanding establishes a retroactive effective date, this section will govern, limiting its applicability only to prospective retirements.
8. The District shall provide, in the manner prescribed by CalPERS, a notification of each agreement established pursuant to this section and any additional information necessary to implement it.

The Parties recognize that implementation of this agreement requires statutory changes to the California Government Code and agree to jointly seek a sponsor for and support the passage and signing into law of the provisions as set forth herein. If the law is not successfully passed, then the Parties agree to mutually agree on alternative provisions.

3. _____

The District reserves the right to terminate or change any part or all of the health benefits program at any time with respect to active or retired employees, however, any such action will be taken only after the District has satisfied its obligations under applicable Collective Bargaining Agreements. The District's obligation to provide health benefits coverage to retired employees shall terminate upon the expiration of this Agreement. By providing benefits to retirees, the parties do not intend to vest retirees with such benefits.

*** Minute Clarification**

The parties mutually understand that the only obligation to continue the health benefits of active employees after the expiration of the Agreement is that which may arise from the general legal duty to bargain in good faith.

DISTRICT PROPOSAL 7/31/13

34. VISION CARE PLAN *

The District will continue to provide and pay for a Vision Care Plan for employees, an employee's eligible domestic partner (per Board Resolutions 4455 and 4757) and their eligible dependents providing the following:

Coverage	Intervals
Visual Examinations	12 months
Lens Replacement	12 months
Frames Replacement	24 months

There shall be a ten dollar (\$10) deductible.

Retirees shall have the option to purchase the same vision coverage as employees and eligible dependents.

*** Minute Clarification**

Employees shall have the option to purchase, at their own expense, an enhanced Vision Care Plan. Benefits and premiums shall be established by the District annually based on plan experience.

District Counterproposal-7/25/2013

36. EDUCATIONAL ASSISTANCE PROGRAM

The District's Educational Assistance Program will be continued during the life of this Agreement. Employees who wish to enroll in job-related and promotion oriented courses which will improve their job knowledge and performance will be compensated by the District for expenses as follows:

- A. When an employee is in the process of acquiring a sixty (60) semester unit or a ninety (90) quarter unit degree (e.g., Associate of Arts Certificate of Achievement), or when an employee is properly authorized to enroll in a Certificate of Achievement Program, correspondence course and/or a specific course of study that may not result in a degree, said employee shall be reimbursed ~~up to a maximum of seven hundred fifty dollars (\$750) per fiscal year as follows:~~ In fiscal year 2014, a maximum of nine hundred fifty dollars (950.00); in fiscal year 2015, a maximum of eleven hundred fifty dollars (\$1,150.00); in fiscal year 2016, a maximum of one thousand three hundred fifty dollars (\$1,350.00); and in fiscal year 2017, a maximum of one thousand five hundred dollars (\$1,500.00).
- B. When an employee exceeds sixty (60) semester units or ninety (90) quarter units and is enrolled in upper division course work, said employee shall be reimbursed ~~up to a maximum of one thousand dollars (\$1,000) per fiscal year.~~ as follows: In fiscal year 2014, a maximum of one thousand two hundred fifty dollars (\$1,250.00); in fiscal 2015, a maximum of one thousand five hundred dollars (\$1,500.00); in fiscal year 2016, a maximum of one thousand seven hundred fifty dollars (\$1,750.00); and in fiscal year 2017, a maximum of two thousand dollars (\$2,000.00)
- G. The maximum amount that an employee may be reimbursed under this program in any fiscal year is ~~one thousand dollars (\$1,000).~~ two thousand dollars (\$2,000.00)

Out-of-pocket expenses for required textbooks and course materials may be included for reimbursement within the above dollar limits. Textbooks may be retained by the

employee upon completion of the course. Courses must be taken at an accredited institution or through correspondence courses or other approved vendors, whether training is delivered in-person or on-line, if comparable courses are not available in local schools or if the work assignment of the individual is such that it does not permit regular classroom attendance. Approval of other vendors under this section and the establishment of criteria for successful completion, when those listed below are inapplicable shall be at the discretion of the Department Manager of Human Resources or designee.

Except for unusual circumstances, employees will not be granted time off from their regular work schedule to attend courses taken under this Section.

Courses must be approved by the employee's Department Head prior to enrollment. Reimbursement shall be made after presentation of proper receipts and upon completion of the course with at least a "C" grade or its equivalent.

At the employee's option, an advance may be secured by payroll deduction of the amount of the advance if:

1. Satisfactory evidence of completion of the course taken is not provided to the District within thirty (30) days following completion of the course, or
2. The course is not completed with at least a grade "C" or its equivalent, or
3. The course is failed, or
4. The employee voluntarily drops the course for any reason, including voluntary shift change or termination of employment with the District.

If the employee's course is not completed due to a District required shift change or reduction in force, repayment of the advance will not be required.

Definitions

- a. District required shift change: a reorganization or

District mandated classification rebid resulting in an involuntary shift change due to the seniority of an employee or as the result of a promotion.

- b. District required reduction in force: reduction in force action as described in Section 69 of this Agreement, resulting in employee being placed in lay-off status with recall rights.
- c. Voluntary shift change: any shift change in which the individual has the ability to control movement affecting him/her adversely, i.e., advance bid, promotion, reverting to his/her former position, system bids, line/yard bids, lateral bids, etc.

DISTRICT PROPOSAL - AUGUST 1, 2013

39. RETIREMENT BENEFITS

- The District shall continue its present participation in the Public Employees' Retirement System (PERS) to provide the two percent (2%) at 55 retirement option for miscellaneous members who commenced employment with the District prior to January 1, 2013 and for those employees who are eligible as "classic" members as defined by PERS at existing levels.
- A. Employees commencing employment with the District on or after January 1, 2013, and who have not previously been employed by a PERS agency or an agency for whom reciprocal rights are provided, shall be provided the two percent (2%) as age 62 retirement formula.
- B. Effective January 17, 1982, the District discontinued Employer-paid additional contributions to PERS. Effective January 18, 1982, the District began contributions of one point six hundred twenty-seven thousandth's percent (1.627%) of payroll to the District's Money Purchase Pension Plan.
- C. ~~The District shall continue to contract with the Public Employees' Retirement System (PERS) to provide the two percent (2%) at 55 retirement option. To partially offset the cost of the 2% at 55 retirement benefit, effective July 1, 1992, the District shall retain its contribution of one and six hundred twenty-seven thousandth's percent (1.627%) of payroll to the District's Money Purchase Pension Plan on behalf of members in the bargaining unit. The retention of the one and six hundred twenty-seven thousandth's percent (1.627%) contribution shall remain in effect to and including June 30, 2012.~~
- D. Additional PERS Option. Upon execution of this Agreement, the District will permit employees to purchase up to four (4) years of service credit for any continuous active military service prior to employment with BART pursuant to Government Code Sections 20930.3 and 20930.33. The employees will bear all costs for this PERS option.

47.8 ~~Salary and Lump-Sum Payments~~

A. ~~Fiscal Year 2010~~ 2014 (first year):

~~Effective upon ratification of this contract the base salary August 1, 2009 and continuing until June 30, 2010, the base salary for bargaining unit Supervisory Unit employees shall remain the same as the Fiscal Year 2008-2009 base rate of pay members shall be increased by two percent (2%) over the prior base rate of pay. The prior base rate of pay includes the one percent (1%) conditional wage increase, provided for in the 2009-2013 Agreement, effective July 1, 2013.~~

B. ~~Fiscal Years 2015, 2016 and 2017~~ 2011 (second year):

~~Effective July 1 of FY 2015, 2016 and 2017, the base salary for bargaining unit members shall be increased by two percent (2%)., 2010 and continuing until June 30, 2011, the base salary rate for Supervisory Unit employees shall remain the same as the 2008-2009 base rate of pay.~~

C. ~~Fiscal Year 2012 (third year):~~ Effective July 1, 2011, and continuing until June 30, 2012, the base salary for Supervisory Unit employees shall remain the same as the 2008-2009 base rate of pay.

~~1. No later than July 1, 2011, the District shall pay each Supervisory Unit employee in active paid status on June 1, 2011, a one-time lump sum payment of one thousand dollars (\$1,000). The District shall have no obligation to make a similar payment on any future date.~~

~~D. Fiscal Year 2013 (fourth year):~~ Effective July 1, 2012, and continuing until June 30, 2013, the base salary rate for Supervisory Unit employees shall remain the same as the 2008-2009 base rate of pay.

~~A. No later than July 1, 2012, the District shall pay each Supervisory Unit employee in active paid status on June 1, 2012, a one-time, lump sum payment of one thousand and five hundred dollars (\$1,500). The District shall have no obligation to make a similar payment on any future date.~~

47.9 ~~Potential One Percent (1%) Schedule Improvement~~

~~A. Potential One Percent (1%) Schedule Improvement~~

~~If all criteria set forth in Subsection 47.9B are met and no extraordinary unplanned expenses as set forth in Subsection 47.9C have occurred, then effective at the end of this Agreement on June 30, 2013, the District shall increase the salary/wage schedule by one percent (1%) over the 2008-2009 salary schedule. These calculations shall be made on or before March 31, 2013, and shall be effective on July 1, 2013 (FY 14). The calculations for FY 13 will be based on the data available on March 31, 2013. All references to FY 13 in Section 47.9 shall include only the period of July 1, 2012 through March 31, 2013.~~

~~B. On or before March 31, 2013, the District shall calculate and apply the following criteria:~~

~~1. Sales Tax Revenue Growth Rates:~~

~~Determine the FY 11, FY 12 and FY 13 percentage increase in annual sales tax growth over the prior Fiscal Year. To meet this criterion, the 3-year average annual increase in sales tax growth for FY 11, FY 12 and FY 13 must be 5.0% or more growth in sales tax revenue funded and received.~~

~~2. Ridership Growth Rates:~~

~~Determine the FY 11, FY 12 and FY 13 percentage increase in annual ridership growth over the prior Fiscal Year ridership. To meet this criterion, the 3-year average annual increase in ridership for FY 11, FY 12 and FY 13 must be 4.7% or more growth.~~

~~3. Specific Increased Expenses:~~

~~Determine whether the following specific District expenses have increased on annual basis greater than stated:~~

~~a. District's Employer PERS miscellaneous pension contributions increased by an average of more than 10.5% per year over FY 11, FY 12 and FY 13; or,~~

~~b. District contributions toward medical insurance premiums required by Section 33.B of this Agreement increased by an average of more than 10% annually during FY 11, FY 12 and FY 13.~~

~~4. If either of the average increases listed in Subsection 47.9B3 are exceeded, then the criterion for Section 47.9 has not been met.~~

~~C. Extraordinary, Unplanned Expenses:~~

~~On or before March 31, 2013, the District shall determine whether an extraordinary, unbudgeted and unanticipated expense exceeding 2.5% of the District's adopted operating budget has occurred during Fiscal Years FY 10, FY 11, FY 12 or FY 13, other than those specified~~

~~in Subsection 47.9B above. In the event that such an extraordinary, unbudgeted, unanticipated expense outside the control of the District has occurred during FY 10, FY 11, FY 12 or FY 13, the District shall have no obligation to increase the salary/wage schedule by one percent (1%) as specified above.~~

~~D. All Conditions Must Be Met:~~

~~The District shall have no obligation to increase the salary/wage schedule by one percent (1%) effective on July 1, 2013 or at any time in the future unless all of the conditions set forth in Subsection 47.9B are met and the conditions set forth in Subsections 47.9C do not occur.~~

~~E. One-Time, Non-Precedent Setting Increase /Definition of "Status Quo:"~~

~~The salary increase described in Section 47.9 is provided on a one-time, non-precedent setting basis that does not constitute a past practice. During negotiations for any successor Agreement, the salary/wage criteria described in Section 47.9 shall not define the status quo for salary/wage increases. During the negotiations for succeeding term after June 30, 2013, the District shall not assert that the 1.0% increase is included as part of any increased wage offer made by the District for the succeeding contract.~~

Dist. Proposed

5/22/13

AFSCME PROPOSAL REVISION 1

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61. WORKDAYS AND WORKWEEK

A workweek which has been assigned to an employee will be that employee's scheduled workweek. The five (5) workdays in that workweek, regardless of shift assignment, will be the employee's scheduled workdays and the two (2) days off will be the scheduled days off. No premium shall be paid for Saturday and/or Sunday work if such days are scheduled workdays. All hours worked on the first and second off-duty day shall be compensated at the overtime rate set forth herein; provided that the employee has worked forty (40) straight-time hours during their regularly scheduled workweek,

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An employee shall be assigned a workweek which shall consist of five (5) consecutive workdays within a seven (7) day period and two (2) consecutive days off. A workday for Foreworker IIs, Transportation Operations Supervisors and Transportation Senior Operations Supervisors shall consist of eight (8) consecutive hours of work with a scheduled starting time inclusive of meal periods and breaks. All other employees are entitled to an unpaid lunch break of

VTF

forty-five (45) minutes duration which shall extend the consecutive hours of work by that amount of time except where this agreement otherwise expressly provides ~~expressly for a paid lunch.~~

When any employee is assigned to a shift, he/she shall not thereafter be assigned to another shift which does not permit the employee at least ~~transfer~~ ~~elapse~~ ^{12 1/2} hours elapsed time from the end of the previous work assignment, including overtime.

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Subject to other provisions of this Agreement governing choice of shifts, notice of changes in shift assignment shall be given as far in advance as practicable.

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DISTRICT COUNTER 7/30/13:

69.1 TERMINATION REORGANIZATION/REDUCTION IN FORCE PROCEDURES

An employee may be terminated from employment as a result of a valid reorganization and/or a reduction in force. ~~or discharged for cause. If the District terminates a non-probationary employee for cause as defined in subsection A below, it shall notify the employee of such action by delivering written notice to the employee directly or by mail to his or her last address on record with the District Human Resources Department. If, within one (1) business day after such notice is tendered the union shall deliver a notice of appeal to the Labor Relations Department challenging the termination, the termination shall be stayed for fourteen (14) days from the effective date of termination set forth in the termination notice and shall thereafter take effect.~~

A. ~~Cause shall include but is not limited to:~~

- ~~1. Performance below reasonable expectations.~~
- ~~2. Improper conduct discrediting the District.~~

B. Reorganizations/Reductions-In-Force Terminations as a result of valid reorganizations or reductions in force shall be accomplished in accordance with the following procedure:

1. **Notification**

An employee shall be informed personally by the Department Head or designee as soon as possible after a termination reorganization/reduction in force decision has been made. At that time, the employee will be told ~~the reason for termination~~, the scope and purpose of this procedure, and furnished a copy of the tentative schedule of future events affecting him/her.

2. **Resume**

The employee shall have five ten (510) working days from notification to prepare and submit a current resume for inter-departmental distribution. Assistance in resume preparation may be requested from the District's Human Resources Department staff or a consultant selected by the District.

3. **Distribution**

If a resume is submitted, it will be distributed within three five (35) working days of receipt to all District Department Heads and to Division Managers within large departments along with a letter indicating the name, the functional and pay classifications of the affected employee, and information concerning his/her availability. If no resume is submitted, this procedure shall move directly to step seven (7) as if all responses were negative.

4. **Responses**

Department Heads/Division Managers shall respond within ten (10) working days by returning resumes to the originating Department Head with a response either positive or negative indicated thereon. The responses shall indicate present and foreseeable vacancies which may be developing within the next six (6) months.

5. **Results**

The employee shall be informed within three (3) working days of the result of this process by the originating Department Head or designee.

6. **Positive Response**

If positive responses are received, the employee shall be given five (5) working days to confer with the department(s) involved; and to indicate a preference. The District shall ensure that the conference occurs within that time period.

- a. If the employee selects a position, a personnel action to affect a transfer shall be initiated by the original Department Head. The effective date of transfer shall be as mutually agreed by the Department Heads involved. Salary adjustments, if any, shall be determined through discussion between the receiving Department Head and the Human Resources Department staff prior to any discussion with the employee.
- b. If the employee rejects all positive responses, he/she shall be terminated in the same manner as if all responses were negative.

7. **Negative Responses**

If all responses are negative, the employee shall be given notice that the District is unable to place him/her in another position and that he/she will be terminated at the end of ten (10) working days, in accordance with the District's separation procedures.

8. **Termination Severance Compensation**

Employees shall receive, in addition to compensation for accrued and unused vacation and accrued compensatory time, severance compensation based on two (2) weeks' pay for each full year of service with the District. Final compensation, calculated pursuant to this subsection shall be paid in lump sum.

Employees shall not be permitted to remain on the payroll for any periods based on factors in that calculation and continuous service with the District shall terminate concurrent with issuance of the lump sum final compensation.

9. **Placement Assistance and Employment Counseling**

Placement assistance and employment counseling shall be provided employees to include reproducing a reasonable number of resumes at the District expense, arranging for letters of recommendation, if requested, and counseling by the District's Human Resources Department staff as to the local and transit industry job market. This phase shall be completed within the ten (10) working day period in Paragraph 7 above.

10. Employees terminated laid-off as a direct result of valid reorganizations or reduction in force, shall be entitled to reinstatement to open positions for which they are qualified for a period not to exceed eighteen (18) months from the date of ~~termination~~ lay-off. Laid off employees are responsible for checking job openings with the District and advising the District of their interest in positions for which they believe they are qualified by the posted closing date. However, if within the eighteen (18) months from the date of lay off an internal-only posting is created the District will contact laid off employees to determine their interest in applying for the job.

~~Reinstatement consideration shall be limited to those specific positions of interest identified by the employee, in writing, prior to the date of termination.~~ The District's obligations under this subsection shall cease immediately upon rejection of any offer of reinstatement and/or employment by the District.

This procedure may be altered by mutual agreement of the parties.

74. SPECIAL PROVISIONS APPLICABLE TO OPERATIONS CONTROL CENTER - EXTRA BOARD

- A. There shall be a day/night Extra Board. Extra Board shift and rest days will be selected in conjunction with regular shift selections.
- B. Day Extra Board personnel shall be those who perform work starting between 0001 and 1200 hours; night Extra Board personnel shall be those who perform work starting between 1201 and 2400 hours.
- C. The next day's Extra Board assignments, if different from the Extra Board person's normal shift, will be posted in the Operations Control Center no later than 1200 hours for the day Extra Board and no later than 2200 hours for the night Extra Board.
- D. The Extra Board shall be posted no later than 1300 hours each Friday. Once posted the RDOs cannot be changed.
- E. Extra Board personnel may be transferred from their selected Extra Board position (day or night) only to fill temporary job vacancies on a work week basis. To fill such vacancies, the Extra Board will be polled in classification seniority for volunteers. In the event there are no volunteers, assignments will be made by inverse classification seniority.
- F. Extra Board personnel will first be used to fill vacancies in the Operations Control Center. If no vacancies exist in the Operations Control Center, Extra Board personnel may be utilized elsewhere in any appropriate manner. If a vacancy occurs in the Operations Control Center after a shift starts, every effort will be made to fill it with an appropriate Extra Board person.
- G. Extra Board personnel will fill vacancies on a one-for-one basis; that is, if a Train Controller position is vacant, the Extra Board person will fill that position. Reasonable effort will be made to schedule Extra Board personnel as close as possible to their bidded start times.
- H. Extra Board positions will be titled as to primary purpose, i.e., day-to-day, vacation, training relief, special assignment (Central Liaison), if appropriate. Persons in vacation and training relief positions shall be free

to work any shift.

- I. The District shall create a bank of no less than forty (40) hours of compensatory time per quarter (bid). Twenty (20) of these hours shall be reserved for the day Extra Board and twenty (20) for the night Extra Board. The purpose of this bank is to pay the Extra Board four (4) hours of compensatory time for each sixth (6) and/or seventh (7) day worked. Time will be drawn from the appropriate bank until that bank is exhausted. In the event there remains any unused hours at the end of a quarter (bid), that time will be used to compensate any Extra Board who worked a sixth (6) and/or seventh (7) day but whose respective bank was exhausted. Any remaining hours not used in the quarter (bid) after the above steps have been followed, will expire. If the Extra Board increases in size (above five [5] positions) an additional eight (8) hours of compensatory time will be added to the appropriate day and/or night Extra Board, per additional position.

DISTRICT'S COUNTER PROPOSAL 7/26/2013

85. SPECIAL PROVISIONS APPLICABLE TO LINE/YARD SENIOR OPERATIONS/ OPERATIONS SUPERVISORS - UNIFORMS

- A. A Uniform Committee ~~will consist~~consisting of two (2) AFSCME representatives appointed by the Union and two (2) District representatives appointed by the District, ~~will meet within one hundred twenty days (120) after ratification of the contract to~~ The Uniform Committee will develop recommendations to the Chief Transportation Officer ("CTO") or Transportation Manager designee concerning the number, design, replacement schedule, and cost of uniforms that afor Line/Yard Senior Operations/Operations Supervisors needs, their design, functional requirements, and the replacement schedule and cost that would be required for such uniforms. The Chief Transportation Officer or Transportation Manager CTO or designee will consider such recommendations and provide each January will submit a uUniform budget amount to the Uniform Committee to establish a payment process to for Operations Supervisors and Senior Operations Supervisors, hHowever, the initial final decision on such mattersuniforms and the right to revise such decisions from time to time shall is remain within his or her the CTO's or designee's exclusive discretion.
- B. ~~Uniforms provided pursuant to section A, above will become the property of the employee after six (6) months of active service.~~
- C.B. Line/Yard Senior Operations Supervisors/Operations Supervisors shall maintain their uniforms in a neat and clean condition, except in circumstances not reasonably within their control.
- D.C. Line/Yard Senior Operations Supervisors/Operations Supervisors who are required by the District to wear uniforms shall will be provided a uniform maintenance allowance of twenty five dollars (\$25)thirty-five (\$35) per month to be included as a separate line item in the employee's paycheck each month.
- D. Employees receiving a uniform under this Section shall beare required to wear the complete District-approved uniform and/or professional attire, as deemed appropriate by the District's Transportation management, at all times while on duty. Employees who fail to comply with this regulation Section may be subject to disciplinary action. Such employees may also be relieved from duty, and if relieved, shall forfeit compensation for the balance of that shift.

E. Uniform Allotment: Initial Issue of a Uniform Voucher

1. A uniform allotmentThe Initial Issue of a Uniform Voucher will be given to each Line/Yard Senior Operations Supervisor/ and Operations Supervisor under this provision commencing. The allotment will commence fiscal year July 1, 2013 fiscal year 2014. The allotment consists of an Initial Issue in subsequent years of the contract, employees will receive followed with by a monetary \$250 check the each subsequent years of the contract. and no uniform issue.

2. Initial Issue*:The Initial Issue for fiscal year 2014 shall consist of a uniform voucher for each Line/Yard Senior Operations Supervisor/Operations Supervisor for the purchase of uniforms from a vendor selected by the District. The employee is responsible for obtaining the following items from the District approved vendor:

- a. Two (2) Blazers with BART logo
- b. Seven (7) pants/skirts - navy/black
- c. Eight (8) dress shirts for men/blouses for women with BART logo
- d. Two (2) sweater sets (for women or navy vests with BART logo
- e. One (1) all weather outer jacket with BART logo
- f. Two (2) name tags
- g. No \$250 check

*Initial Issue is only a guide, and may be adjusted by the Uniform Committee as needed.

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F. Fiscal Years 2015, 2016, and 2017 Payment:

An annual payment for the purchase of additional replacement uniform/professional attire garments in the amount of \$250 will be made in the month of November of each subsequent fiscal year on a separate check.