Preamble

December 20, 2013

The District agrees to recommend to its Board the ratification of the total package previously agreed upon, expressly omitting section 4.8 but including the attached tentative agreements, as modified by the District and the Letter of Understanding, as modified by the District.

The District agrees that it will present the contract package for ratification by its Board as soon as is practicable and that such ratification shall occur before the Unions' ratification vote. The Unions shall recommend ratification to the Board and its Union members. The District shall allow the Union bargaining teams one (1) week of paid release time for ratification.

Upon ratification the parties shall meet to resolve all current unfair labor practices litigation now pending before the Alameda Superior Court.

FOR THE DISTRICT:	FOR SEIU:
Bruce Conhain DATE	Josie Mooney DATE
Chief Negotiator Paul Oversier Assistant General Manager of Operations	Chief Negotiator Chief Negotiator Leah Berlanga DATE Chief Negotiator
Carter Mau Assistant General Manager, Administration & Budgets	John Arantes DATE President, BART Chapter
	Deslar Patten DATE President, BART Professional Chapter
	FOR ATU:

Antonette C. Brynt 2013
Antonette Bryant DATE
President/Business Agent, AFU Local 1555

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ATU/LOCAL 1555 and SEIU/LOCAL 1021 GENERAL NEGOTIATIONS TENTATIVE AGREEMENT – 4.2 Bereavement December 20, 2013

The San Francisco Bay Area Rapid Transit District ("BART") and SEIU/Local 1021 ("SEIU"), and ATU/Local 1555 ("ATU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership, ATU membership and the BART Board of Directors.

The parties agree to revise Section 4.2 as follows:

4.2 BEREAVEMENT

When a death occurs or appears imminent in the immediate family of an employee, the employee shall be granted up to a total of five (5) days for death of the employee's current spouse or eligible domestic partner per Board Resolutions 4455 and 4757, or other members of the employee's immediate family if the employee is on a five (5) day per week work week schedule or a nine-eighty (9/80) work schedule, four (4) days if the employee is on a four (4) day per week work week schedule. Such leave shall not be deducted from any other leave accrual. To be eligible for compensation for bereavement pay, the employee, upon his/her return, must provide written verification by the attending physician of death or imminence and indication of relationship of the member of the immediate family involved. False information given concerning the death, imminence, or relationship shall be cause for discharge. The immediate family of an employee is defined as spouse or an employee's eligible domestic partner, child, or a child of an employee's domestic partner, parent, brother, sister, grandparent, grandchild; and current, parent/step-parent of spouse/eligible domestic partner, step-parent, step-child and legal guardian.

"Domestic Partner" is defined in Section 1.9.

Only one (1) bereavement leave within a twelve (12) month period shall be granted an employee for each member of the immediate family.

In agreeing to continue existing language in this Section, the parties understand that alternate forms of leave, e.g., vacation, floating holidays, leaves of absence without pay, are available to employees who may wish to extend the bereavement period and such reasonable request for said extensions have been granted in the past and shall continue to be considered and granted in the same manner

FOR THE DISTRICT:

| Muce Oullain 12/21/13 | September 12/21/13 | Septem

Section 4.2 – Bereavement December 20, 2013 Page **1** of **2**

12/21/13

Assistant General Manager, Administration &

Budgets

John Arantes

DATE

President, BART Chapter

Deslar Patten

President, BART Professional Chapter

FOR ATU:

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ATU/LOCAL 1555 and SEIU/LOCAL 1021 GENERAL NEGOTIATIONS TENTATIVE AGREEMENT – 6.6 Additional PERS Option December 20, 2013

The San Francisco Bay Area Rapid Transit District ("BART") and SEIU/Local 1021 ("SEIU"), and ATU/Local 1555 ("ATU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership, ATU membership and the BART Board of Directors.

The parties agree to revise Section 6.6 as follows:

6.6 ADDITIONAL PERS OPTION

The District will amend its PERS contract to permit employees to purchase the following service credit options: Public Service Credit for California Senate Fellows, Assemby Fellowship, Executive Fellowship, or Judicial Administration Fellowship Programs; Public Service Credit for Periods of Layoff; Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service; and up to four (4) years of service credit for any continuous active military service prior to employment with BART pursuant to Government Code Section 20930.3. The employee will bear all costs for these PERS options.

If PERS does not offer Long Term Care Insurance, the District shall provide employees with an option to purchase, at employees' expense, Long Term Care Insurance outside of PERS.

FOR THE DISTRICT:	FOR SEIU:	
Muce Conham 12/21/13 (Bruce Conhain DATE	Josie Mooney	12-24-13 DATE
Chief Negotiator	Chief Negotiator	
Paul Oversier DATE Assistant General Manager of Operations	Lean Berlanga Chief Negotiator	12-21-13 DATE
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Intohn 12/21/13	And April	1 2- 12-21-13
Carter Mau DATE	John Arantes	DATE
Assistant General Manager, Administration & Budgets	President, BART Chapter	
	Wester Patter	12/21/13
	Deslar Patten	DATE
	President, BART Profession	al Chapter

Section 6.6 Additional PERS Option

Page 1 of 2

FOR ATU:

Antonette Bryant

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ATU/LOCAL 1555 and SEIU/LOCAL 1021 GENERAL NEGOTIATIONS TENTATIVE AGREEMENT – SECTION 9.1 F December 20, 2013

The San Francisco Bay Area Rapid Transit District ("BART") and SEIU/Local 1021 ("SEIU"), and ATU/Local 1555 ("ATU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership, ATU membership and the BART Board of Directors.

The parties agree to revise Section 9.1 F as follows: Section 9.1 Sick Leave – F.

FMLA/CFRA

An employee on FMLA/CFRA qualifying leave may elect to use any accumulated leave as may be permitted by Federal and State law and regulations (i.e. sick leave, vacation, floating holidays or compensatory leave) or elect to take the leave unpaid in any order and at the employee's discretion. Employees who would otherwise qualify for short term disability while on FMLA /CFRA leave will not qualify for that disability until all of the employee's sick leave is exhausted.

FOR THE DISTRICT:	FOR SEIU:	
Bruce Conhain DATE Chief Negotiator	Josie Mooney DATE Chief Negotiator	13
Paul Oversier DATE Assistant General Manager of Operations	Lean Berlanga DATE Chief Negotiator	13
Carter Mau DATE Assistant General Manager, Administration & Budgets	John Arantes DATE President, BART Chapter	>
	Deslar Patten 12/20/13 Deslar Patten DATE	

Section 9.1 F December 20, 2013 Page 1 of 2

President, BART Professional Chapter

FOR ATU:

21 dec 2013

Antonette Bryant

DATE

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT SEIU/LOCAL 1021 SUPPLEMENTAL NEGOTIATIONS TENTATIVE AGREEMENT – 17.5 Training Schedule December 20, 2013

The San Francisco Bay Area Rapid Transit District ("BART") and SEIU/Local 1021 ("SEIU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership and the BART Board of Directors.

The parties agree to revise Section 17.5 as follows:

17.5 TRAINING SCHEDULING

The District will assign employees to attend training classes, providing a sufficient number of volunteers are unavailable subject to departmental or section scheduling.

When Training classes are of a duration of one (1) week or more, the employee will have two (2) RDOs on the days immediately following that training week.

If, as a result of the training schedule, an employee who ordinarily works a 5/8 schedule is required to work more than five (5) consecutive days, then such an employee shall be eligible for overtime as specified in Section 14.1 on the sixth and seventh consecutive day worked. If, as a result of the training schedule, an employee who ordinarily works a 4/10 schedule is required to work more than four (4) consecutive days, then such employee shall be eligible for overtime as specified in Section 14.1 on the fifth and sixth consecutive day. Employees who are ordinarily on a 4/10 schedule shall not receive overtime pay for more than two days during the training week. Employees in training shall continue to receive any shift differential, for which the employee is ordinarily entitled to receive in accordance with Section 14.2.

A training week for purpose of this Section shall consist of five (5) consecutive days.

FOR THE DISTRICT: FOR SEIU:

Bruce Conhain

Chief Negotiator

e Connain DA

DATE

osie Mooney

Chief Negotiator

DATE

Paul Oversier

DAIL

Leab Berlanga

Chief Negotiator

DATE

Assistant General Manager of Operations

Section 17.5 – Training Schedule December 20, 2013

Page **1** of **2**

Carter Mau

Assistant General Manager, Administration &

Budgets

John Arantes

President, BART Chapter

DATE

Deslar Patten

President, BART Professional Chapter

December 20, 2013, Letter of Understanding

RE: Employee Breakrooms

The District and ATU agree as follows:

The District will immediately begin the process of constructing break rooms in Daly City and Millbrae specifically for station agents and will construct a break room at West Oakland. It is mutually understood that this construction shall take priority over but not replace those projects already scheduled. The parties each expressly reserve their rights and positions regarding pending break room grievances.

FOR	THE	DIS ₁	RICT:

Bruce Conhain

D/

Chief Negotiator

FOR ATU:

Antonette Bryant

∕DATE

President/Business Agent, AFU Local 1555

Paul Oversier

DATE

Assistant General Manager of Operations

Carter Mau

DATE

Assistant General Manager,

Administration & Budgets

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ATU/LOCAL 1555 and SEIU/LOCAL 1021 GENERAL NEGOTIATIONS TENTATIVE AGREEMENT - SECTION 47 (ATU) AND SECTION 28 (SEIU) December 20, 2013

The San Francisco Bay Area Rapid Transit District ("BART") and SEIU/Local 1021 ("SEIU"), and ATU/Local 1555 ("ATU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership, ATU membership and the BART Board of Directors.

The parties agree to revise Sections 47 and 28 as follows:

*Amend Section 47 (ATU) and Section 28(SEIU) to add the following minute clarification:

For FY14 only, the District shall determine employees' eligibility for conditional lump sum payments based on the extent to which the actual average weekday core system ridership exceeds the SRTP forecast in each half of the fiscal year, without regard to the other half of the fiscal year. For example, for each one (1) percent that the actual growth exceeds projected growth in the first half of the fiscal year, employees shall receive \$250, up to a maximum of \$500; and for each one (1) percent that the actual growth exceeds projected growth in the second half of the fiscal year, employees shall receive \$250, up to a maximum of \$500. The first half of FY 2014 is July 1, 2013 to December 31, 2013, the second half of FY 2014 is January 1, 2014 to Jun30, 2014.

FOR THE DISTRICT:	FOR SEIU:
Jule Conhair 12/21/13 Bruce Conhain DATE	Josie Mooney DATE
Chief Negotiator	Chief Negotiator
Faul Coeiner 12/21/1.	3 Sa ht 12-21-1
Paul Oversier DATE	Leah Berlanga DATE
Assistant General Manager of Operations	Chief Negotiator (
Carter Mau Assistant General Manager, Administration & Budgets	John Arantes DATE President, BART Chapter
Duugets	Meslar Patter 12/21/13 Deslar Patten DATE

Sections 47(ATU) and 28 (SEIU) December 20, 2013

President, BART Professional Chapter

Page 1 of 2

FOR ATU:

Antonette Bryant

itonette Bryant

President/Business Agent, ATU Local 1555

Sections 47(ATU) and 28 (SEIU)

December 20, 2013

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SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ATU/LOCAL 1555 and SEIU/LOCAL 1021 GENERAL NEGOTIATIONS TENTATIVE AGREEMENT – Flexible Spending Accounts December 20, 2013

The San Francisco Bay Area Rapid Transit District ("BART") and SEIU/Local 1021 ("SEIU"), and ATU/Local 1555 ("ATU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership, ATU membership and the BART Board of Directors.

The parties agree to revise sideletters ATU/SL 9-4 and SEIU 6-7 as follows:

<u>During the 2013 successor agreement bargaining the parties agree that the District shall provide the maximum carryover amount permitted under IRS guidelines.</u>

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FOR THE DISTRICT:	FOR SEIU:
Bruce Conhain DATE Chief Negotiator Paul Oversier DATE Assistant General Manager of Operations	Josie Mooney Chief Negotiator DATE Chief Serlanga Chief Negotiator DATE DATE
Carter Mau DATE Assistant General Manager, Administration & Budgets	John Arantes DATE President, BART Chapter
	Deslar Patten 12/21/13 Deslar Patten DATE President, BART Professional Chapter FOR ATU:
	Antonette (Sugnet 2013 Antonette Bryant DATE

Section 4.2 – Flexible Spending Accounts
December 20, 2013
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