

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
300 Lakeside Drive, P. O. Box 12688, Oakland, CA 94604-2688

NOTICE OF SPECIAL MEETING AND AGENDA
BOARD OF DIRECTORS

January 2, 2014
9:00 a.m.

President Keller has called a Special Meeting of the Board of Directors on Thursday, January 2, 2014, at 9:00 a.m., in the BART Board Room, Kaiser Center 20th Street Mall – Third Floor, 344 – 20th Street, Oakland, California.

The purpose of the Special Board Meeting is to consider and take such action as the Board may desire in connection with:

1. CALL TO ORDER
 - A. Roll Call.
 - B. Pledge of Allegiance.
2. Public Comment on Item 3 Only.
3. CLOSED SESSION (Room 303, Board Conference Room)
 - A. CONFERENCE WITH LABOR NEGOTIATORS
Designated representatives: Grace Crunican, General Manager; Paul Oversier, Assistant General Manager, Operations; Rudolph Medina, Department Manager – Labor Relations; and Bruce Conhain.
Employee Organizations: (1) Amalgamated Transit Union, Local 1555;
(2) American Federation of State, County and Municipal Employees, Local 3993;
(3) BART Police Officers Association;
(4) BART Police Managers Association;
(5) Service Employees International Union, Local 1021; and
(6) Service Employees International Union, Local 1021, BART Professional Chapter
(7) Unrepresented employees (Positions: all)
Government Code Section: 54957.6
4. OPEN SESSION
 - A. Public Comment on Items 4-A and 4-B only.
 - B. Resolution Ratifying Collective Bargaining Agreement with the Amalgamated Transit Union, Local 1555.* Board requested to authorize.
 - C. Resolution Ratifying Collective Bargaining Agreement with the Service Employees International Union, Local 1021, including the BART Professional Chapter.* Board requested to authorize.

Please refrain from wearing scented products (perfume, cologne, after-shave, etc.) to this meeting, as there may be people in attendance susceptible to environmental illnesses.

BART provides services/accommodations upon request to persons with disabilities and individuals who are limited English proficient who wish to address BART Board matters. A request must be made within one and five days in advance of a Board meeting, depending on the service requested. Please contact the District Secretary's Office at (510) 464-6083 for information.

December 24, 2013

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

Memorandum

TO: Board of Directors

DATE: December 24, 2013

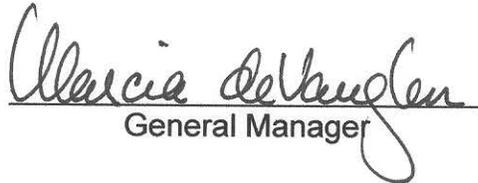
FROM: General Manager

SUBJECT: Ratification of the 2013-2017 Labor Agreements with ATU and SEIU

The Board is scheduled to vote on whether to approve the recently negotiated labor agreements with ATU, Local 1555, and SEIU, Local 1021 at its January 2, 2014 Special Board meeting.

The District's negotiating team has prepared the attached overview of changes to highlight the revisions to the agreements resulting from the tentative agreements reached on October 21 and December 21, 2013. Also attached are the Resolutions that will be put before the Board at the meeting, copies of the tentative agreements, and an outline describing the financial impact to the District of the tentative agreements signed on December 21, 2013.

If you have any questions, please contact Paul Oversier at 510-464-6710.


General Manager

Attachments

cc: Board Appointed Officers
Deputy General Manager
Executive Staff

**BEFORE THE BOARD OF DIRECTORS OF
THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

In the Matter of Ratifying the 2013 - 2017
Collective Bargaining Agreement between the
District and the Amalgamated Transit Union

Resolution No. _____

BE IT RESOLVED that the Board of Directors of the San Francisco Bay Area Rapid Transit District hereby ratifies the 2013 - 2017 Collective Bargaining Agreement between the District and the Amalgamated Transit Union, Local 1555, as generally described in the attached Summary of Major Elements of Proposed Agreement, dated December 24, 2013; and

BE IT FURTHER RESOLVED that the General Manager is authorized to execute the Agreement on behalf of the District.

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Adopted _____

2013-2017 District-ATU Tentative Agreements

Summary of Changes from 2009-2013

This document represents a summary of the changes negotiated with the Union. As the specific contract language is not present, it should not be relied on as providing every detail. It is merely descriptive. In the event there is any inconsistency between this summary and the labor agreement, it is the language and intent of the labor agreement which governs.

1.2 Term of Agreement: The agreement will take effect on July 1, 2013 and terminate on June 30, 2017, (four years).

1.3 Agreements Furnished: The agreement will be printed within 75 days of signing rather than 60 days.

1.5 Beneficial Practice: The Beneficial Practices provision has been revised to allow the District to make technological and equipment changes without mutual agreement. The District must meet and confer with the unions regarding the impact of the change.

1.9 Domestic Partners: Clarifies the definition of domestic partners.

2.4 Dues Deduction: Requires electronic transfer of payment information from the District to Union for collection of union dues.

2.5 Bulletin Boards: Language update correcting department name and clarifying right to remove materials from bulletin boards.

3.1 Investigation of Employees: Requires District to provide Union with all findings that relate to employee investigations within five (5) days after completion.

3.2 Access to Personnel Files: Permits employees to access their own personal medical files upon written request to the Human Resources Department.

3.5 Educational Assistance Program: Program modified to include Certificate of Achievement and language programs. Also provides for an increase in educational assistance reimbursement cost.

4.2 Bereavement: Adds grandchild and step-parent to list of "immediate family" covered by this Section.

4.4 Pregnancy and Bonding Leave: Updated to ensure that employees are provided with leave

as required by State and Federal law.

5.2 PERS Medical & Prescription Drug Benefits: Increase in medical premiums each year of the contract by \$37/month to be taken from employees' 1.627% contribution to MPPP. Further reduces the 1.627 MPPP by .0888% which is retained by District. Increases coverage opt out to \$350/month. Modifies Retiree Medical eligibility to require 15 years employment and parties agree to jointly sponsor legislation to permit that change.

5.3 Dental Plan: Allows retirees to purchase same coverage as current employees.

5.4 Vision Care Plan: Allows retirees to purchase same coverage as current employees.

5.5 Group Life: Increases employees' life insurance to two (2) times annual regular rate of pay.

5.12 Healthcare Cost Containment Committee: Establishes a joint Union/District committee to investigate and take action to control medical costs.

6.0 Retirement Benefits: Provides a reopener to bargain the impact if it is determined that transit workers are subject to PEPR.

6.2 PERS Pick Up: Employees contribute 1% per year into pension, up to a maximum of 4%. The District shall increase the base pay by 0.7214% for each 1% employee contribution to PERS. Specifies the dates of the increased contribution reaching 4% by 1/1/17.

6.6 Additional PERS Option: Adds service credits options that employees may elect to purchase at their own expense. Also the District will offer Long Term Care Insurance if not offered by PERS, which shall be paid at employees' own expense.

8.1 Pay Periods: Employee must provide written authorization to deduct overpayment. If employee does not respond to request within set time limit, District may deduct overpayment.

8.2 Cost of Living/Wage Adjustment: Updates dates only.

9.1 Sick Leave: Revises sub-section F. Sick Leave Payment to add an additional paragraph:

FMLA/CFRA

Employees have the option to use any accumulated paid leave or unpaid leave, and may take such leave (paid or unpaid) in any order.

Employees who would otherwise be eligible for short term disability while on FMLA/CFRA must first exhaust all their sick leave before they can become eligible. Updates buy back dates.

12.0 Seniority: Updates classification listing to include new "Time and Labor Administration Analyst" position and remove obsolete "Operations Support Analyst" position.

13.4 Choice of Shifts/Sign-Ups: Updates line designations to include the "S" line which will be all stations south of Fremont. Also modifies dates for start of system bids.

13.7 4-10 Work Week/Station Agents: Modified to reflect S28.1 "Overtime" limitations.

13.8 Station Agent Parking: Update to reflect 2013-2017 parking payment amount provided by the District. Also continue current parking practices for extra board/overtime.

14.3 4-10 Work Week/Train Operators: Modified to reflect S28.1 "Overtime" limitations.

15.4 Uniforms: TAS' (Transportation Administration Specialists) are not required to wear uniforms. Smocks will be provided for staff in Lost and Found.

15.9 Crew Office Staffing: Scheduling Analyst no longer is authorized to staff the Crew Office.

15.14 4-10 Work Week/Crew Office: Modified to reflect S28.1 "Overtime" limitations.

15.15 Vacant Assignments: Provision provides TAS with sequence for filling of vacancies in the Training Department and Lost and Found. TAS shall receive Training Clerk rate of pay plus any applicable shift differential when filling that position.

15.16 Uniforms: Section S29.0 "Uniforms" shall apply to TAS who bid Lost and Found at a System Bid.

18.0 Special Provisions-Operations Support System Analyst and Senior Operations Support System Analyst: Updates classification language only. Changes the "Operations Support System Analyst" classification to "Time and Labor Administration Analyst."

18.1 Vacation: Updates classification language only. Change "Operations Support System Analyst" to "Time and Labor Administration Analyst."

19.7 Foreworker in Tower/Yard Control Functions: Provides an additional 10% premium pay for Richmond Tower secondary swing shift.

23.0 Systemwide Extra Board: Modifies the order of vacancies filled in Lost and Found and Training Center.

28.1 Overtime: Limits overtime on employees' regular days off. Employees are not entitled to overtime rate of pay if they have not completed forty (40) hours in paid status or if they have taken any sick leave for which they did not have sick leave available.

29.1 District Program/Regulations: District provided uniforms will have a preference for made in America. Review of vendor qualifications to limit award where vendors have not performed. There is a fifteen dollar (\$15) penalty a month for late uniform delivery.

29.5 Uniform Allowance: Increase in uniform allowance of five dollars (\$5) per year for a maximum of fifty dollars (\$50).

34.6 Station Agent Safety: Upgrade of one SA booth with bullet proof glass and Dutch Doors, with agreement to evaluate success upon completion. Install Dutch doors, height marker, and safety film over glass in all other booths. Agree to discuss core staffing assignments to address early morning/late night safety concerns.

34.7 Transportation Peer Support System: Peer counseling program for frontline employees involved in a traumatic event in the workplace.

35.0 Union Representatives: Permanent cap on UB Usage limited to 8320 hours per fiscal year. Paid release time for negotiations to begin sixty (60) days before expiration of contract through ratification by the Board of Directors. Vice President shall be on full time paid release.

39.7 Job Abandonment: Expands definition of what constitutes job abandonment.

44.0 Special Provisions-Part-Time Train Operators/Station Agents: Expands contractual provisions applicable to Part-Time T.O.s/S.As to include removal of prohibition on other full-time employment, immediate eligibility for dependent passes, movement between Part-Time and Full-Time positions on a yearly basis, and other provisions of the contract which previously only affected full-time employees.

47.0 Base Wage Schedule: Changes Operations Support Analyst to Time and Labor Administration Analyst.

47.1 Salary/Wages for 2013-2017: 1.8607% wage increase effective July 5, 2013 and Jan 1, 2014; 3.7214% Jan 1, 2015 and Jan 1, 2016; 2.1107% July 1, 2016 and Jan 1, 2017. Wage increases include a pension swap of .7214 wage increase for each 1% pension contribution.

For each half of FY 2014 only, employees may be eligible for conditional lump sum performance incentive payments based on following District determined criteria: for each 1% that actual growth exceeds projected growth in the first half of FY 2014, employees will receive \$250, up to \$500. This performance incentive will be calculated in the same manner for the second half of FY 2014. However, in calculating whether performance goals have been met, each half of the fiscal year will be considered separately.

For FY 2015-2017, conditional lump sum payments of \$500-\$1,000, based on ridership, shall apply.

All conditional lump sum payments subject to cap on specific increased expenses:

- District PERS miscellaneous pension contribution rates increased by no more than 16%,
- Average health insurance premiums (Kaiser and Blue Shield) increased by no more than 10%,
- No extraordinary, unplanned expenses exceeding 2.5% of the District's adopted expense budget.

ATU/SL-8-8 Extensions Testing Program: Deleted from contract.

ATU/SL-9-2 A/B/C/Car Rehab/AATC Testing Program: Deleted from contract.

ATU/SL-1-08 Scheduling Analyst and Senior Scheduling Analyst: Deleted. Language incorporated into S12.0, S17.0 and S47.0.

ATU/SL-1-09 Transportation Administration Specialist, Senior Transportation Clerk: Deleted. Language incorporated into S12.0, S15.0 and S47.0.

ATU/SL-9-4 Medical Spending and Dependent Care Accounts: The District shall provide the maximum carryover amount permitted under IRS guidelines.

ATU 12/21/13 LETTER OF UNDERSTANDING: District will "immediately" begin the process of constructing break rooms in Daly City and Millbrae for Station Agents and will construct a break room in West Oakland. This construction shall take priority over, but not replace, other projects already scheduled. The parties maintain their respective rights and positions regarding pending break room grievances.

**BEFORE THE BOARD OF DIRECTORS OF
THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

In the Matter of Ratifying the 2013 - 2017
Collective Bargaining Agreement between the
District and the Service Employees' International Union

Resolution No. _____

BE IT RESOLVED that the Board of Directors of the San Francisco Bay Area Rapid Transit District hereby ratifies the 2013 - 2017 Collective Bargaining Agreement between the District and the Service Employees' International Union, Local 1021, as generally described in the attached Summary of Major Elements of Proposed Agreement, dated December 24, 2013; and

BE IT FURTHER RESOLVED that the General Manager is authorized to execute the Agreement on behalf of the District.

###

Adopted _____

2013-2017 District-SEIU Tentative Agreements

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4.2 Bereavement: Adds grandchild and step-parent to list of "immediate family" covered by this Section.

4.4 Pregnancy and Bonding Leave: Updated to ensure that employees are provided with leave as required by State and Federal law.

5.2 PERS Medical & Prescription Drug Benefits: Increase in medical premiums each year of the contract by \$37/month to be taken from employees' 1.627% contribution to MPPP. Further reduces the 1.627 MPPP by .0888% which is retained by District. Increases coverage opt out to \$350/month. Modifies Retiree Medical eligibility to require 15 years employment and parties agree to jointly sponsor legislation to permit that change.

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5.12 Healthcare Cost Containment Committee: Establishes a joint Union/District committee to investigate and take action to control medical costs.

6.0 Retirement Benefits: Provides a reopener to bargain the impact if it is determined that transit workers are subject to PEPRA.

6.2 PERS Pick Up: Employees contribute 1% per year into pension, up to a maximum of 4%. The District shall increase the base pay by 0.7214% for each 1% employee contribution to PERS. Specifies the dates of the increased contribution reaching 4% by 1/1/17.

6.6 Additional PERS Option: Adds service credits options that employees may elect to purchase at their own expense. Also adds that District will offer Long Term Care Insurance if not offered by PERS, which shall be paid at employees' own expense.

8.1 Pay Periods: Employee must provide written authorization to deduct overpayment. If employee does not respond to request within set time limit, District may deduct overpayment.

8.2 Cost of Living/Wage Adjustment: Updates dates only.

9.1 Sick Leave: Revises sub-section F. Sick Leave Payment to add an additional paragraph: FMLA/CFRA Employees have the option to use any accumulated paid leave or unpaid leave, and

may take such leave (paid or unpaid) in any order.

Employees who would otherwise be eligible for short term disability while on FMLA/CFRA must first exhaust all their sick leave before they can become eligible. Updates buy back dates.

11.2 Joint Union/Management Safety & Health Committee: Three (3) separate Safety Sub Committees will be established to address the feasibility of opening the underground bathrooms, determine baseline lighting for the entire District, and recommend appropriate action for mitigation of potential vegetation problems based on an annual report from a District retained arborist.

Additionally, an Electronic Safety Tracking System will be developed to track all Safety Notices and make them available for review and research on WebBART.

12.2 Uniforms: The District will replace individual uniform items as they become worn or in need of replacement.

The semi-annual cleaning allowance was increased from \$50 to \$100.

In areas where the District has contracted out the cleaning of uniforms, employees will not be eligible for uniform maintenance allowance.

12.3 Safety Shoes: The annual allowance will be increased by \$10/year for four years, not to exceed \$165.

12.4 Safety Glasses: Additional costs incurred which exceed the District allotment shall be deducted from the employee's paycheck.

12.5 Payroll Deductions: Clean up language eliminating the reference to the "BAP" system. This will not change payroll operations.

13.4 Meal Periods – Clerical: Employees in the Clerical Sub Unit will be able to take 30 minute unpaid meal periods.

14.5 Leadworker: The premium paid to employees assigned to lead other bargaining unit employees increased from 75¢ per hour to \$1.00 per hour.

14.6 Special Pay Premiums: The premium paid to employees who are assigned to special work increased from 75¢ per hour to \$1.00 per hour.

Two additional special pay categories were added:

1. System Service/Utility Workers required to perform biological cleanup of human remains
2. Electrical work in excess of 34.5kv

14.8 Compensatory Time Off: All shift differential and/or special premium pay earned will be paid in the pay period for which the hours were worked even if the employee elects to receive compensatory time off.

15.1 Seniority & Selection: Bids can be done electronically if available and according to Union preference.

17.1 General Provisions: The District will pay for all materials stated in the course syllabus when taking approved training courses.

17.4 Employment Development Specialists: Specifies process to be used in the recruitment, testing, and selection of EDS personnel, generally codifies the process currently being used.

17.5 Training Scheduling: Employees in training whose regular schedule is a 5/8 shall be eligible for overtime pay for working a sixth and seventh consecutive day. Employees regularly on 4/10 schedules shall be eligible for overtime pay for working a fifth and sixth consecutive day, but they shall not receive overtime pay for more than two days during the training week. Employees in training will continue to receive shift differentials for which they would ordinarily receive, in accordance with S 14.2.

17.7 Change Development and Training Oversight Committee: Committee size was reduced to 10 members, meetings reduced to once per month.

Committee will be charged with establishing criteria including aptitude, performance and attendance for participation in District sponsored training programs.

19.1 Staff Assistants, Clerical and Engineering Aides: Employees in the Clerical Sub Unit will be able to take 30 minute unpaid meal periods.

Language clean up to address FLSA requirements when on a 9/80 schedule.

19.3 9/80-5/8 Work Schedule (for Treasury Department Maintenance Personnel): Establishes a 9/80 work week option for Maintenance unit employees who work in the Treasury department.

20.1 Union Representatives: Establishes May 1 as the first day of paid full release time for Union Bargaining Team. All bargaining team employees will be placed on a Monday through

Friday schedule.

21.2 Grievance Procedure: The parties agreed to move all old grievances to a mediation process overseen by a federal mediator. Grievances not resolved within 6 months may be moved to mediation.

22.4 Job Abandonment: Broadens the definition of what qualifies as job abandonment.

24.4 System Wide Position Award: Codifies the practice of time stamping bid forms when they are submitted to Human Resources and requires that seniority rosters and list of successful bidders be provided to Union Officers.

24.8 Eligibility Bidding Pools: District may require that employees re-qualify after five (5) years on the eligibility list. (Previously employees would remain on the eligibility list indefinitely).

27.3 Part-Time Employment and Temporary Agency Employment: Part time employment is for a limited and specified duration, part time employees who work 3500 hours shall qualify for full time employment.

All current Part Time track workers shall be converted to Full Time track workers

28.0 Classification & Pay: For each half of FY 2014 only, employees may be eligible for conditional lump sum performance incentive payments based on following District determined criteria: for each 1% that actual growth exceeds projected growth in the first half of FY 2014, employees will receive \$250, up to \$500. This performance incentive will be calculated in the same manner for the second half of FY 2014. However, in calculating whether performance goals have been met, each half of the fiscal year will be considered separately.

For FY 2015-2017, conditional lump sum payments of \$500-1,000, based on ridership, will apply.

All conditional lump sum payments subject to cap on specific increased expenses:

- District PERS miscellaneous pension contribution rates increased by no more than 16%,
- Average health insurance premiums (Kaiser and Blue Shield) increased by no more than 10%,
- No extraordinary, unplanned expenses exceeding 2.5% of the District's adopted expense budget.

28.2/28.4 Job Classifications/Professional Chapter Base Wage Schedule: Provides housekeeping updates and adds Pay Grade 16 for professional chapter.

The requirement that new employees be hired at Step 1 will be waived for the Senior Computer Coordinator classification.

28.2B Functional Classification - Quality Team Leader (QTL): All preventative maintenance teams will have a QTL assigned to the team. QTLs are only eligible for QTL overtime. Before a QTL is assigned to more than one team another QTL will be called in for overtime.

28.2K Functional Classification – eBART: The District recognizes SEIU as the bargaining agent for those employees within the system that would ordinarily be classified within the core BART SEIU unit.

Parties will also meet to establish the terms and conditions of employment applicable to eBART employees. The “Guiding Principles” from 2009 will be the basis for those negotiations.

28.2L Functional Classification – OAC: The District recognizes SEIU Local 1021 as the exclusive bargaining agent for employees who are assigned at the OAC transfer platform and station.

28.4 Base Wage (All Bargaining Unit members): 1.8607% wage increase effective July 5, 2013 and Jan 1, 2014; 3.7214% Jan 1, 2015 and Jan 1, 2016; 2.1107% July 1, 2016 and Jan 1, 2017.

Wage increases include a pension swap of .7214 wage increase for each 1% pension contribution. Also conditional additional bonus payments based on ridership of \$500-\$1000.

28.4 Base Wage – Electronic/Electro-Mechanical Assembler: EEM who hold a Surface Mount Technique certification will receive \$1 above the Maintenance Worker I

28.4 Base Wage – Utility Worker and System Service Worker: Increase the rate of pay by .25¢/year of the contract. The top 32 most senior System Service Workers will continue at the MWI rate (and do not receive the additional .25¢).

Appendix A Job Descriptions: Electronic/Electro-Mechanical Assembler: Update to the pay grade from MWI to EEMAI.

Appendix A Job Descriptions: Electronic/Electro-Mechanical Assembler II: Update to the pay grade from MWI to EEMAI. Add requirement for surface mount certification.

Appendix A Job Descriptions: Structures Worker: Remove roofing installation and maintenance from examples of duties.

Appendix A Job Descriptions: System Service Worker: Updated examples of duties to include Oakland shop break rooms, locker rooms, etc.

Appendix A Job Descriptions: Quality Team Leader: Update in definition of the job

classification to specify that the term scheduled maintenance refers to preventative maintenance and major vehicle modifications only.

Side Letter: Vehicle Inspectors Bidding and Reversion Rights: Upon execution of this contract all remaining Vehicle Inspectors will have two options: 1) reclassification to a Transit Vehicle Mechanic or 2) Assignment to Hayward Shop Day Shift.

Three Receiving Inspector positions will remain.

Side Letter 6-7: Flexible Spending Account: The District shall provide the maximum carryover amount permitted under IRS guidelines.

Letter of Understanding: Employee Shuttles: The District will establish a 120 day pilot program to run a shuttle from Lake Merritt station to Oakland Shops and back during commute hours.

Letter of Understanding: 4/10 Schedules on Projects: The District can create 4/10 shifts for the purpose of staffing new project crews of limited duration.

Letter of Understanding: Safety Vests: Employees who are required to wear safety vests in the course of their regular job duties shall not be required to wear them in areas that do not present a safety hazard.

Tentative Agreements - Financial Impact to District

4.2 Bereavement

Extends bereavement leave for immediate family to include grandchild and step parent of spouse/eligible domestic partner. Minimal cost, if any, to be covered within existing budget.

6.6 Additional PERS Service Credit Options

Cost to purchase additional service credit to be borne by employee. Annual CalPERS actuarial valuations to determine overall program costs. Additional future costs, if any, anticipated to be minimal.

9.1 FMLA/CFRA

Employee has discretion to take unpaid leave for qualifying FMLA/CFRA. Minimal cost, if any, to be covered within existing budget.

17.5 Training Schedule

District will incur cost of the overtime premium for SEIU Employees who work over 5 consecutive days (4 days for employees on 4/10 schedules) due to training. Training occurs once every three years, except for new employees (who are trained in the year of hire). Based on training schedule, annual cost is estimated at \$87,500, based on training for 342 employees in 23 job classifications. Cost to be covered within existing budget.

Letter of Understanding - Employee Breakrooms

Reprioritization and scheduling of previously planned projects. No additional cost to District's capital or operating budget.

ATU Section 47/SEIU Section 28 - Conditional Lump Sum Payments

Modification of previously proposed contract language that splits Fiscal Year 2014 conditional lump sum payments and evaluation periods. Employees' potential lump sum payment to be reduced by 50% for each evaluation period. If conditions are met, additional revenue above budget projections would be available to cover lump sum payments.

Flexible Spending Accounts

Modifies employee funded flexible spending account plan to allow carryover amount permitted under Internal Revenue Service guidelines. No additional administrative or budget costs anticipated.