



AGREEMENT BETWEEN
**SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT**
AND
AFSCME LOCAL 3993
(American Federation of State, County, and
Municipal Employees)

JULY 1, 2021 – JUNE 30, 2027



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*** SEE MINUTE CLARIFICATION, MEMORANDUM OF UNDERSTANDING AND/OR SIDE LETTER.**

1.0 GENERAL PROVISIONS

1.1 PURPOSE

The purpose of this Agreement is to provide orderly relations between the District and employees represented by the Union, to establish procedures for the disposition of grievances which may arise, to eliminate interruptions in service, and to provide for the efficient operation of the District.

The Union and the District agree to cooperate fully in the establishment and maintenance of harmonious and orderly relations and recognize the need for good working conditions, fair and impartial discipline and treatment of employees, and efficient operation.

1.2 DEFINITIONS

For the purposes of this Agreement:

- A. The terms “BART,” “District,” “Employer” and/or “Management” mean the San Francisco Bay Area Rapid Transit District.
- B. The term “Supervisory Unit” means the unit of supervisory employees described in the decision of the Director of the California Department of Industrial Relations, dated April 28, 1976: “Petition of BART Supervisory and Professional Association for Determination of Bargaining Unit as concerns the San Francisco Bay Area Rapid Transit District (BART).”
- C. The terms “Association” and/or “BARTSPA” mean the BART Supervisory and Professional Association, formerly, the bargaining agent for all employees in the Supervisory Unit described above. “BARTSPA” has been replaced by the American Federation of State, County and Municipal Employees, Local 3993 AFL-CIO (AFSCME) as described in “D” below.
- D. The terms “AFSCME” and/or “Union” mean the American Federation of State, County and Municipal Employees, Local 3993, which became the sole and exclusive bargaining agent for all employees in the Supervisory Unit described above, effective September 28, 1995.
- E. The terms “Employee” and/or “Employees” mean any person and/or all persons in the Supervisory Unit described above.

1.3 MUTUAL RIGHTS & RESPONSIBILITIES

The Union and the District agree that both have obligations and responsibilities to see that the statutory objective of the Bay Area Rapid Transit District law is attained and that the public receives a rapid and

efficient transit system. The District has the duty to execute the traditional responsibilities of Management to attain this goal and the Union recognizes those District responsibilities. The District, in turn, recognizes its responsibility to treat employees fairly and equitably.

1.4 MANAGEMENT RIGHTS

The District shall have the traditional prerogatives of Management, including, but not limited to, the right to continue to establish and enforce rules, regulations, and procedures implementing those prerogatives, to manage and direct the work and the work force and to determine assignments of work, with there being no exclusive “bargaining unit work.” Management shall also have the right to cross-train other employees in various categories of work, provided those employees shall not be in any represented bargaining unit of the District, unless the training is required for improved performance of their normal duties. The specific recitation of management rights is not intended to be a full enumeration of Management’s traditional prerogatives, not otherwise limited by this Agreement.

1.5 UNION RECOGNITION

Pursuant to an election conducted June 19, 1976 by the California State Conciliation Service, the District recognizes the Association as the sole and exclusive bargaining agent for all employees in the Supervisory Unit.

Pursuant to the Cross-Check Election conducted by the State Mediation and Conciliation Service on September 28, 1995, the District recognizes the American Federation of State, County and Municipal Employees (AFSCME), Local 3993, as the sole and exclusive bargaining agent for all employees in the Supervisory Unit.

I. CLASSIFICATIONS

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

| <u>CLASSIFICATION</u> | <u>PAY BAND</u> | <u>SALARY GRADE</u> |
|--------------------------------|------------------------|----------------------------|
| Access Administrator | * | * |
| Access Coordinator | E | * |
| Accounting Supervisor | G | 17 |
| Admin of Business Intel & Eval | | 19 |
| Applications Analyst | * | * |

| <u>CLASSIFICATION</u> | <u>PAY BAND</u> | <u>SALARY GRADE</u> |
|--|-----------------|---------------------|
| Asset Coordinator | F | 13 |
| Asset Data Manager | I | 21 |
| Assistant Logistics Program Manager | G | 13 |
| Assistant Manager of Revenue Control | * | * |
| Automotive and Equipment Maintenance Supervisor | E | 10 |
| Central Maintenance Supervisor | F | 13 |
| Communications Officer | I | 21 |
| Contract Specialist I | B | * |
| Contract Specialist II | D | 7 |
| Contract Specialist III | E | 13 |
| Crew Office Supervisor | G | 17 |
| Database Administrator | H | 22 |
| District Right-of-Way Surveyor | H | 17 |
| DMU System Rail Controller | G | 15 |
| Energy Analyst | * | * |
| Facilities/Utility Location Coordinator | * | * |
| Facilities Maintenance Supervisor | E | 10 |
| Financial Analyst I | C | 1 |
| Financial Analyst II | D | 7 |
| Fire Life Safety Compliance Administrator | H | * |
| Fire Life Safety Program Administrator | H | 17 |
| Government & Community Relations Representative I | * | * |
| Government & Community Relations Representative II | * | * |
| Industrial Hygienist | * | * |
| Information Systems Security Officer | F | * |
| Instructional Design Specialist | E | 12 |
| Insurance Analyst | F | 13 |
| IT Project Manager | I | 23 |
| Legal Office Supervisor | * | * |
| Liability Risk Analyst | F | 13 |
| Logistics Supervisor | * | * |
| Maintenance Support Administrator | D | 7 |
| Manager of Access Programs | H | 18 |
| Manager of Accounting | I | 21 |
| Manager of Acquisition Support | I | 20 |
| Manager of Ad Franchise Program | I | 20 |

| <u>CLASSIFICATION</u> | <u>PAY BAND</u> | <u>SALARY GRADE</u> |
|---|------------------------|----------------------------|
| Manager of Automatic Fare Collection Maintenance | * | * |
| Manager of Automotive and Equipment Maintenance | H | 21 |
| Manager of Budget and Administration, Capital Corridor | I | 21 |
| Manager of Capital Project Support | I | 21 |
| Manager of Creative Services | I | 20 |
| Manager of Credit/Debit Fare Programs | G | * |
| Manager of Customer Services | H | 20 |
| Manager of Drafting & Configuration | I | 21 |
| Manager of Employee/Patron Safety | I | 21 |
| Manager of Environmental Review | I | 21 |
| Manager of Financial Analysis Administration | I | * |
| Manager of Inventory Management | G | 16 |
| Manager of Land Use Planning | I | 21 |
| Manager of Maintenance Administration | I | 21 |
| Manager of Operations Safety | I | 21 |
| Manager of Paratransit Programs | * | * |
| Manager of Parking Programs | I | 21 |
| Manager of Performance Analytics | I | * |
| Manager of Property Development Projects | I | 20 |
| Manager of Purchasing | I | 21 |
| Manager of Quality Assurance | I | 21 |
| Manager of Rail Planning, Link21 | I | 21 |
| Manager of Special Projects | I | |
| Manager of Strategic Project Support | | 19 |
| Manager of Sustainability Projects | | 20 |
| Manager of Technical Resources, Publications & Graphics | * | * |
| Manager of Time and Labor Administration | I | 21 |
| Manager of Track Geometry | * | * |
| Manager of Transit Vehicle Cleaning | H | 17 |
| Marketing Representative I | * | * |
| Marketing Representative II | E | * |
| Material Control Systems Supervisor | * | * |
| Multimedia Producer | | 15 |
| Operations Planner | D | 7 |
| Operations Supervisor Liaison | F | 13 |
| Operations Training Supervisor | G | 15 |

| <u>CLASSIFICATION</u> | <u>PAY BAND</u> | <u>SALARY GRADE</u> |
|---|------------------------|----------------------------|
| Parking Coordinator | E | 7 |
| Parking Program Administrator | * | * |
| Planner | C | * |
| Power & Way Controller | * | * |
| Principal Administrative Analyst | G | 17 |
| Principal Contract Specialist | G | 17 |
| Principal Energy Analyst | H | 17 |
| Principal E.G.I.S. Analyst | G | 15 |
| Principal Financial Analyst | G | 17 |
| Principal Government and Community Relations Representative | G | 17 |
| Principal Grants Officer | G | 17 |
| Principal Legislative Analyst | * | * |
| Principal Marketing Representative | H | 17 |
| Principal Operations Planner | H | 17 |
| Principal Operations Safety Specialist | H | 17 |
| Principal Performance Analyst | G | 16 |
| Principal Planner | H | 17 |
| Principal Property Development Officer | H | 19 |
| Principal Real Estate Officer | * | * |
| Principal Research Project Analyst | G | 15 |
| Principal Right of Way Officer | H | 19 |
| Principal Safety Specialist | H | 17 |
| Principal Sustainability Analyst | | 16 |
| Procurement Analyst | * | * |
| Procurement Support Manager | I | 21 |
| Program Control Administrator, Telecommunications Revenue | * | * |
| Project Support Manager | I | 21 |
| Property Manager | H | 20 |
| Public Information Officer | * | * |
| Purchasing Support Supervisor | * | * |
| Quality Assurance Supervisor | * | * |
| Query & Reports Specialist | F* | * |
| Rail Operations Controller | I | |
| Rail Systems Compliance Officer Capitol | G | 17 |
| Reliability Analyst | E | 13 |
| Research & Development Specialist | G | * |

| <u>CLASSIFICATION</u> | <u>PAY BAND</u> | <u>SALARY GRADE</u> |
|--|----------------------------|--------------------------------|
| Research Projects Supervisor | H | 17 |
| Road Supervisor of Engines | G | 15 |
| Safety Management System Manager | I | 21 |
| Safety Specialist | D | 7 |
| Scheduling Supervisor | F | 16 |
| Section Manager, Automatic Fare Collection Maintenance | * | 17 |
| Section Manager, Elevator/Escalator Maintenance | G | 17 |
| Section Manager, Power and Mechanical Maintenance | G | 17 |
| Section Manager, Structures Inspection and Maintenance | G | 17 |
| Section Manager, Structures Maintenance | G | 17 |
| Section Manager, Systems Maintenance | G | 17 |
| Section Manager, Track Maintenance | G | 17 |
| Senior Accounting Analyst | F | 13 |
| Senior Administrative Analyst | E | 13 |
| Senior Applications Analyst | H | 22 |
| Senior Budget Analyst | * | * |
| Senior Central Maintenance Supervisor | H | 19 |
| Senior Energy Analyst | F | * |
| Senior Environmental Compliance Specialist | * | * |
| Senior Financial Analyst | E | 13 |
| Senior Government and Community Relations Representative | E | 13 |
| Senior Grants Officer | E | * |
| Senior Inventory Control Analyst | D | 7 |
| Senior Logistics Supervisor | F | 12 |
| Senior Marketing Representative | F | 13 |
| Senior Operations Planner | F | * |
| Senior Operations Safety Specialist | G | 13 |
| Senior Operations Supervisor Liaisons | G | 17 |
| Senior Performance Analyst | F | * |
| Senior Planner | F | 13 |
| Senior Quality Administrator | G | 17 |
| Senior Real Estate Officer | F | 13 |
| Senior Research Projects Analyst | E | * |
| Senior Right-of-Way Officer | F | * |
| Senior Safety Specialist | F | * |
| Senior Systems Programmer | E | * |

| <u>CLASSIFICATION</u> | <u>PAY BAND</u> | <u>SALARY GRADE</u> |
|--|-----------------|---------------------|
| Senior Projects Coordinator | * | * |
| Senior Time and Labor Administrative Analyst | E | 13 |
| Senior Transportation Analyst | F | * |
| Special Projects Manager | G | * |
| Special Projects Manager, Systems Maintenance | * | * |
| Special Projects Manager, Track and Structures | H | * |
| Special Projects Manager, Maintenance & Construction | | 19 |
| Strategic Budget Administrator | * | 19 |
| Supervising Power and Way Controller | * | * |
| Supervisor, Business Systems Operations | I | 25 |
| Supervisor, LAN Administration | * | * |
| Supervisor, Technical Support and Graphics | * | * |
| System Service Supervisor | E | 10 |
| Systems Programmer | F | * |
| Technical Documentation Administrator | * | * |
| Technical Maintenance Support Coordinator | E | * |
| Transportation Supervisor | G | 17 |
| Vehicle Performance Analyst | F | 13 |

See Side Letter 18-01 and MOU 19-03

*** Minute Clarification**

The District will assign these classifications to pay bands in accordance with its job evaluation program prior to filling them.

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

Position currently not filled

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 Mediation and Conciliation Service (SMCS) under the jurisdiction of Public Employment Relations Board (PERB) to resolve whether the classification should remain in the AFSCME bargaining unit.
- E. The District or AFSCME may petition the SMCS 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 SMCS 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.

II. EVALUATION, ASSESSMENT AND REVISION OF JOB DESCRIPTIONS AND CLASSIFICATIONS

The parties agree, beginning September 2009, to meet in an effort to reach mutual agreement regarding an evaluation, assessment and revision of the job descriptions and classifications as outlined within the Siegel-based Classification & Compensation Study of 2007-2009 as it relates to the AFSCME bargaining unit, to be completed by no later than the end of 2009, and retroactive from July 1, 2009.

1.6 UNION REPRESENTATIVES

Thirteen (13) 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 three (3) of the thirteen (13) representatives shall be area representatives. The

parties further agree that one (1) of the thirteen (13) representatives shall be from the DMU System Rail Controller classification, only until such time as the DMU Rail System Controllers relocate to the OCC, upon which the one (1) DMU Rail System Controller representative will convert to an at-large representative. The Union agrees to select one (1) area representative from members working at each of the following three (3) line locations: A/L line, C and R line, and M/W line. If an area representative assignment is vacant for any reason the total number of thirteen (13) 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 Union business, 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 in advance. 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) 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 thirteen (13) 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 thirteen (13)) who attends the Union Management contract

negotiation meetings will be compensated for actual work time lost as a result of such meetings.

1.7 UNION MEMBERSHIP

- A. Membership in the Union is not compulsory. Employees shall have the right to join, not to join, maintain or drop their membership in the Union as they see fit. Neither party shall discriminate against any employee as regards such matters, including by the use of apparent District authority or by the use of superior District position.
- B. The Union is required to represent all employees in the Supervisory Unit fairly, without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all of the employees in the Supervisory Unit and not only for members of the Union. Accordingly, it is fair that each employee in the Supervisory Unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefits.
- C. The District shall notify the Union in writing prior to any person (or persons) placed in an AFSCME job classification in accordance with Section 1.4.
- D. In consideration of the District's entering into this Collective Bargaining Agreement, the Union hereby agrees to indemnify the District and hold it harmless from any and all claims, liabilities or costs to the District which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of said fees or dues as provided in Section 1.8.

1.8 DUES DEDUCTION

- A. In accordance with the terms set forth under Section 1.7, employees who are not members of the Union shall, as a condition of employment, pay to the Union an amount of money equal to the Union's initial administration fee which is for this purpose established by AFSCME Bylaws, and its regular and usual membership dues. For existing employees such payments shall commence on the effective date of this Agreement; and for new employees the payments shall commence thirty (30) days following the date of their employment.
- B. All current employees of the District shall continue to pay dues through payroll deduction. New hires, or those promoted to positions within the Unit as set forth in Section 1.2, Paragraph B of this Agreement shall

- execute a payroll deduction authorization in favor of the Union, in which the effective date of such authorization shall be the date of employment or promotion. The timely execution of such authorization shall be a condition precedent to continued employment with the District.
- C. Any member of the Union terminated from membership by virtue of non payment of dues shall be subject to the payment of a new administration fee, as described in Paragraph A above.
 - D. The District agrees to make payroll deductions from the pay of employees covered by this Agreement. Such deductions shall commence upon submission by the employee of a written authorization as provided above, reasonably satisfactory to the District. Deductions shall include monthly membership dues, or dues equivalent and initial administration fees, when applicable, and shall be forwarded monthly to the Union. Dues shall be uniformly applicable to all employees in the Supervisory Unit.
 - E. The District shall submit notice in writing at the time action is taken to the Union, the names of all new hires or those promoted to positions within the Unit as set forth in Section 1.2, Paragraph B of this Agreement.

1.9 UNION ACCESS TO WORK LOCATIONS

Non-employee Union representatives will be permitted access to District facilities for the purpose of conducting Union business. Where reasonable and practical, they shall notify area supervisors at least one (1) hour in advance of their intent to visit a given work location and of the approximate duration of their visit. They will be permitted entry upon presentation of acceptable identification and will be required to observe all safety and other rules and regulations of the District.

1.10 ACCESS TO PERSONNEL FILES

Union represented employees shall be provided a copy of all performance related memoranda (including Performance Evaluations) placed in their official personnel file.

The District will continue the practice of providing copies of derogatory material, with the exclusion of personnel transaction forms, reference checks, background investigation reports, and medical reports, to employees within twenty-four (24) hours from its placement in the personnel file.

An employee shall be permitted at any time during regular office hours to schedule an appointment to inspect his/her personnel file provided twenty-

four (24) hours advance notice is given to the Human Resources Department. He/she may also authorize in writing a Union representative to also schedule an appointment to inspect his/her personnel file provided the same twenty-four (24) hours advance notice is given. Such reviews shall be made in the Human Resources Department subject to the presence of a member of the Human Resources Department staff or its designee.

Material in personnel files shall be regarded as confidential and disclosed only in accordance with the provisions of the law.

1.11 SUCCESSOR RIGHTS

In the event the operations of the District, in whole or in part, are assumed by any other entity, public or private, the successor organization or organizations shall agree, as a condition precedent of said assumption, to all terms and conditions of this Agreement as though said Agreement were more fully set forth in the assumption agreement by and between the District and the assuming party or parties.

1.12 WAGE GUIDELINES

Both parties recognize this Agreement is the result of negotiations between the parties for represented employees and, in the event any wage increase or other benefit or condition provided in this Agreement results in any challenge or determination by any governmental agency, the parties agree to use their best efforts in a joint appeal to such governmental agency to uphold the validity and propriety of such provision.

Pending exhaustion of such appeal, the challenged provision shall be suspended except that, the parties may commence negotiations within thirty (30) days of such challenge to ensure that the superseded portion(s) shall be rewritten to conform legally as nearly as possible to the original intent.

In the alternative, the parties may negotiate an alternate provision not exceeding the cost of the provision challenged.

Should the parties fail to agree, the grievance procedure may be invoked in its entirety by either party.

1.13 NO STRIKES AND NO LOCKOUTS

A. It is the intent of the District and the Union to assure uninterrupted transit service to the public during the life of this Agreement. Accordingly:

1. No employee shall engage in, cause or encourage any strike, slowdown, picketing, concerted refusal to work or other withholding of

services, or other interruption of the District's operations for the duration of this Agreement. It shall be the responsibility of the District to ensure safe ingress and egress.

2. The District shall not lock out employees during the term of this Agreement.
3. In any case where employee conduct occurs in violation of this Section, the Union will promptly and actively encourage its members to return to work.
4. If the Union is sued by one or more AFSCME members challenging the legality of this Section, whether or not the District is made a party, the District shall hold the Union harmless concerning any judgment and concerning reasonable costs of defense.
5. It shall not be a violation and shall not be cause for discipline for a District employee voluntarily to refuse to enter upon any property involved in a primary bona fide labor dispute. It shall not be a violation of this section and shall not be cause for discipline of any employee by any party or other employee subject to this Agreement, should any employee voluntarily enter District property at a time when the District is involved in a primary labor dispute.

For purpose of this section, a primary labor dispute is defined as a dispute between BART and other BART employee organizations.

- B. In the event of any alleged violation of Paragraph A, either the District or the Union may seek immediate arbitration before an arbitrator to be selected in accordance with the arbitration procedures set forth in Section 12.2 of these provisions.
1. If immediate arbitration is requested, employee(s) shall immediately refrain from the acts and omissions identified in Paragraph A.1 and shall continue to refrain there from pending a decision by the arbitrator selected to decide the issue.
 2. The party seeking such arbitration shall use its best efforts to notify the other party and its counsel of the referral to arbitration by means of telephone or written notice including telegraphic, delivered to the party against whom the award is being sought.
 3. If notification cannot be accomplished, the party seeking arbitration may select any arbitrator from the list established by the parties to hear the matter in dispute.

4. The question in such arbitration shall be whether either party or any employee covered by this Agreement has engaged or is engaging in activities in violation of Paragraph A.
 5. The arbitrator shall have full equitable power to resolve the dispute, including the power to immediately issue an order (including the ex parte order) to terminate activities in violation of this Paragraph A. An ex parte order may be issued upon the showing of reasonable, thorough, and conscientious efforts to notify the other party and upon reasonable cause. Such awards shall be binding on both parties and all employees.
 6. The expenses of the arbitration shall be borne as provided in Section 12.2.
 7. Unless the parties agree that the arbitrator shall retain jurisdiction to decide the underlying dispute leading to or determined to be, the cause of the alleged violation of Paragraph A, it shall be referred to the appropriate grievance and/or arbitration procedures provided in this Agreement.
 8. If either party raises an issue of arbitrability of the dispute allegedly causing the violation of Paragraph A, said issue shall be decided first.
 9. It shall be the responsibility of the District to ensure safe ingress and egress to and from the arbitration site.
- C. Violation of this Section shall be cause for discipline up to and including discharge.

1.14 NON-DISCRIMINATION, AFFIRMATIVE ACTION

There shall be no discrimination in the application of the provisions of this Agreement. In recognition of such, the parties are committed to ensure these provisions are applied equally to all employees without regard to race, color, religion, disability, sex, sexual orientation, age or national origin and in a manner consistent with the stated Affirmative Action Policy of the District.

The intent of this Section is to continue efforts to provide equal employment opportunity for all persons and to establish methods for the resolution of equal employment problems.

Further, the intent is designed to meet the spirit and letter of the Federal Civil Rights Laws, Executive Orders and Amendments, and the State of California Fair Employment Practices Act.

No employee shall suffer discrimination because of his/her membership in the Union or participation in Union activities.

1.15 AGREEMENTS FURNISHED

- A. The District will ensure that copies of this Agreement are printed within sixty (60) days of receipt of the Union's concurrence with the proof copy following signing and will pay the full cost of printing such Agreements.
- B. The District will provide twenty (20) copies of the Agreement to the Union.
- C. The District will provide a copy of the Agreement to all current employees within two (2) weeks of receipt of the printed copies.
- D. New employees will be provided a copy of the Agreement upon employment.
- E. Copies of any side letters or other modifications agreed to within the life of the Agreement shall be provided by the District to the Union for attachment to each copy.
- F. The Agreement and all attachments thereto shall be provided in a format acceptable to both parties.
- G. The District shall provide a copy of the disk(s) containing the Agreement to the Union accordance with Subsection C.

1.16 LOST ARTICLES

All lost property shall be handled in accordance with the following procedures:

- A. If given to an employee by other than another employee, the name and address of the finder shall be obtained and he/she shall be notified of the procedures under this Section.
- B. If found by an employee, it will be returned on the same day if possible but without delay to the owner or, if unable to do so, turned into the District not later than the following day. When an employee is of the opinion such property is valuable, he/she shall immediately report the same to the supervisor, and it shall be properly identified and turned over by the supervisor to the Lost and Found office.
- C. The District Lost and Found office will maintain a record of such property, including the name of the employee turning in the property,

and if unclaimed after a prescribed period, the property shall be sold at public auction pursuant to regulations established by the District not in conflict with this Section. Employees shall be permitted to bid at such auction.

- D. The Union shall be provided a copy of the public notice of auction at the time such notice is published.
- E. Lost property turned in by an employee may be returned to the employee finding same following the prescribed retention period if such return is permitted by law.
- F. The District agrees to furnish any information to the employee finding lost property as to its final disposition upon request from the employee.
- G. Any property found that is suitable for an employee welfare or recreation program, or for other District purposes, shall be retained by the District after the period of retention has expired and allocated to such purpose.

1.17 CONTRACTING OUT

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 email 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 emailed. 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.

2.0 EMPLOYMENT & WORK PROVISIONS

2.1 OBJECTIVES AND MARKET RELATIONSHIPS

A. Objectives

1. The objective of the compensation program is to permit the District to recruit and retain a highly qualified workforce, including those represented by AFSCME.
2. Recruitment and retention will be done:
 - a) In a cost effective manner;

- b) In a manner that fosters internal career development; and,
 - c) In a way that maintains a balance between internal equity and the external market-place. Internal equity includes consideration of the relationship between the pay of AFSCME represented employees and non-represented employees. It also concerns the interface of these positions with those whose compensation is determined in relation to different principles and procedures.
3. In keeping with the District's commitment to a competitive posture within the relevant recruiting pools, the District's objective is to maintain the midpoints of its pay ranges slightly higher than those of the external market. Compensation objectives exist within the larger context of District fiscal priorities and realities, and these issues are among the considerations that bear on the establishment and/or periodic revision of pay scales.
 4. As a matter of principle, the parties believe that job performance is a proper element in establishing compensation and we are committed to further refining performance pay programs to accomplish this objective in a manner that equitably rewards performance and advances District programs.

B. Market Relationships and Pay Band Structure

1. Marketplace comparisons will primarily be based on the relationship of pay ranges, rather than the actual pay, and will be adjusted to match San Francisco Bay Area cost of living.
2. Comparators primarily will be public transit agencies but will also include local public service agencies and other organizations that compete with the District for employees.
3. In general, individual jobs are compensated only in accordance with the District's job-evaluation program as it is adjusted to the external market from time to time. However, classifications and/or job titles may be singled out for marketplace adjustment when the external market considerations make it difficult to recruit and retain at the levels derived solely through job evaluation.
4. The District's job evaluation program groups within a single pay range all classifications whose duties and responsibilities are within the specified limits. Classifications are not differentiated for pay purposes based on whether the job-evaluation points are "high" or "low." The entire pay range is available for all classifications within a given pay range.

C. Market Surveys and Procedures

1. The District will conduct a market survey of compensation in comparable transit, public service, and other relevant organizations no less than every two (2) years; an annual survey may be appropriate in a rapidly changing economic environment or when specific occupations' relationships appear to be in flux in the relevant labor market(s).
 - a) A market survey may include benchmark classifications for the entire District pay plan or may isolate one (1) or more specific classifications for attention.
 - b) Prior to conducting salary surveys, representatives of the Human Resources Department shall meet with the Union President to review and discuss benchmark job descriptions or survey jurisdictions before a survey may be conducted and used to establish salary ranges.
2. While a survey of a particular classification may occasionally be warranted outside the regular survey process, studies more frequent than an annual cycle are not expected.
3. A Department Manager or the Union President have the opportunity to request that particular classifications be reviewed, either for market comparability and/or for reallocation within the job-evaluation program, subject to approval by the Human Resources Department Manager. These requests will, as a rule, be included in the statement of work for each successive market study. Such situations rarely arise on an emergency basis, and it is intended that such work will not be undertaken in an ad hoc manner. Likewise, managers should assign only work that is within an employee's classification description, so retroactive changes will not ordinarily be expected. (Classification descriptions can, of course, be developed at any time, and employees can then be moved into the resulting positions through the usual competitive process.)
4. Market surveys will assess the relationship between pay ranges assigned to the District's benchmark classifications and their counterparts elsewhere, as adjusted to a common San Francisco Bay Area cost-of-living base. A market study will include not only market data but also recommendations to the General Manager/Board of Directors as to what – if any – changes to the pay plan are warranted in order to best carry out compensation policy objectives. All changes made in response to market surveys –

whether to pay ranges, the assignment of classifications to ranges, or the institution or removal of a special market adjustment – will include documentation that articulates the analysis on which it is based, and the rationale.

5. Any and all provisions including the provisions of Section 2.1 (C) above, which require BART to perform salary surveys, shall be suspended; however, upon request by the Union, BART may agree to perform a salary survey. Nothing herein shall preclude BART from reviewing pay rates and the salary structure of any BART position including those represented by AFSCME.

D. Adjustments in District Pay Ranges and Employee Pay Rates

1. Range adjustments may involve either minimums, maximums, or both. Generally speaking, pay adjustments suggested by market studies will apply the same percentage adjustment to the pay plan as a whole. However, these studies may also highlight classifications that have experienced extraordinary movement, which may require a separate market adjustment or other modifications, such as reallocation to a different pay range.
2. Adjustment to the pay plan based on market studies establish the minimum and maximum rates of pay that constitute the District's pay plan; they do not change rates of pay for employees.
3. With the exception of circumstances involving special market adjustments and other special situations as designated by the General Manager, no employee will receive base pay in excess of the maximum of the pay range to which his/her classification is assigned. Similarly, no employee will receive base pay less than the minimum for the classification to which s/he is assigned.
4. Special Market Adjustments:
 - a) A special market adjustment to a particular occupation may be warranted when, although job duties have remained consistent with the job evaluation, positions in a classification pose persistent and severe recruitment and retention problems, which shall be documented as part of the decision process preceding the adjustment. Any such market adjustment is a temporary adjustment to the pay ranges for a classification, which does not alter its job-evaluation ranking.
 - b) A special market adjustment can be established for one or more classifications on the basis of a market study that indicates that

such an adjustment is the appropriate solution for recruiting and retention issues.

- c) A special market adjustment will generally be expressed as a percentage increase in pay range and actual base pay assumptions for the classification. Special market adjustments automatically adjust the pay of individuals in the adjusted classifications by the same percentage as the range.
 - d) A special market adjustment will be applied to all occupied positions in the classification, as well as to new hires, transfers and promotions into the classification for as long as the special market adjustment is applied.
 - e) At such time as market studies indicate that the special adjustment is no longer required, the adjustment will be removed for new entrants into the classification. Individuals who have achieved a higher rate of base pay as a result of a special market adjustment to the classification will retain that rate of base pay, so long as they remain in the classification.
 - f) An employee's pay may exceed the maximum of the pay range to which the classification is assigned when a special market adjustment is applied. Once the special market adjustment has been removed, however, individuals whose pay rose above the range as a consequence of the adjustment will receive no further increases until they can be accomplished with the range of pay for the classification.
 - g) A special market adjustment has significant and lasting consequences. A special market adjustment is not warranted solely on the basis that a preferred candidate requires a greater starting pay than can be otherwise offered.
5. Rates in excess of the top of the pay grade:
- a) Employees receiving performance ratings of "effective" or higher are eligible for general rate increases as negotiated by the parties. An amount over the top of the pay grade will be paid over the following twelve (12) month period in equal pay-period installments. However, amounts over the top of the pay grade will be discontinued at the conclusion of the twelve (12) month period. Further, the calculation of all benefits, (except PERS) and other compensation will be based on the employee's base pay that is the top of the range, and not any portion of salary that is above the top of the pay grade. The treatment of that portion

of salary that is above the top of the range will be subject to PERS rules for pension purposes.

- b) In the event that the top of the range is increased due to range movement prior to the conclusion of the initial twelve (12) month period, the employee's base pay will be increased up to the full amount of the increase previously granted, but not to exceed the new top of the range.
- c) Under the appropriate circumstances, including transition to a modified pay plan accommodating reorganization or restructuring of work, and other situations, the General Manager is authorized to establish additional exceptions to the general rule that pay cannot exceed the top of the applicable pay range. Such exceptions will be discussed with the Union President prior to implementation.

2.2 PROBATIONARY PERIOD

- A. New or rehired District employees shall, for the first one hundred eighty (180) calendar days of employment with the District, be considered probationary employees. Upon completion of the probationary period such new or rehired employees shall be credited with continuous District service from their date of hire or rehire.
- B. Employees promoted or who voluntarily transferred to a position in a different classification shall serve a one hundred eighty (180) day probationary period in the classification into which the employee was promoted or into which the employee voluntarily transferred.
- C. For employees requiring certification, the probationary period will cover the entire certification period even if it exceeds the 180 day probationary period outlined in Sections A and B above.
- D. Employees will receive any increase associated with a promotion or voluntary transfer (separate from general contractual increases) beginning with the effective date of the promotion and/or voluntary transfer.
- E. During any initial probationary period new or rehired employees are terminable at will and cannot grieve a termination. Nothing herein shall preclude the union from challenging through the grievance procedure on grounds of prohibited discrimination the District's decision to terminate an employee during initial probation or probation pursuant to promotion or voluntary transfer where discrimination, as defined elsewhere in the Agreement is alleged.

- F. Employees on a probationary period due to promotion or a voluntary transfer to a different classification may be terminated from such classification at the District's discretion during the probationary period. In the event that a promoted or voluntary transfer employee is terminated during the probationary period, s/he shall revert to his/her former position, unless s/he is terminated by the District for cause. The union may appeal such "for cause" dismissal from District service through Section 12.2 – Grievance Procedure.
- G. If the union prevails in grieving a for cause dismissal and the arbitrator reinstates the employee to the classification held at the time of the dismissal, the employee will serve the balance of the probationary period that had not been served at the time of the dismissal.
- H. The reversion rights, if any, of employees promoted or transferred from another bargaining unit will be governed by the applicable collective bargaining agreement. Notwithstanding the foregoing, employees promoted or who voluntarily transferred to the Train Controller classification from an AFSCME represented classification will revert to an AFSCME position for which they are qualified of similar classification to their prior position.

2.3 TRANSFER/REASSIGNMENT

The District recognizes the Union's interest that employees be given consideration for voluntary lateral transfer/reassignment. The Union recognizes the District's right to laterally assign personnel system-wide shall not be unduly restricted and is an essential element in managing the operations of the District.

Employees are encouraged to inform Management of their interest in voluntary lateral transfer/reassignment. Such requests for voluntary transfer/reassignment shall be considered by Management in filling vacancies wherever practicable and consistent with operational and or administrative requirements as determined by the District. Compensation and benefits in such lateral transfer/reassignment shall be commensurate with the level of work to which the employee is assigned.

The parties recognize that involuntary lateral transfers/ reassignments may occur. In such instances, the transfer/ reassignment shall be based solely on the operational needs of the District and not for punitive or disciplinary reasons. Selection of individuals for involuntary transfer/reassignment shall be based on consideration of his/her qualifications, experience, and wherever practical and feasible, the interest of the employee shall be taken

into account. The involuntary transfer/reassignment shall not result in a loss of seniority to the employee. The reasons for the involuntary transfer/reassignment shall be explained to the affected employee.

The parties further recognize that nothing in this understanding precludes the District from making involuntary demotions or downgrades of positions which may result in a reduction in pay and benefits to the affected employee.

2.4 JOB POSTINGS

Vacancies to be filled which are not filled by voluntary or involuntary lateral transfer/reassignment, upgrading or downgrading as a result of classification audits, shall be posted by job announcements on District bulletin boards or, by electronic posting on any District Job site on the Internet and or Intranet job site, for a minimum period of one (1) week. Job announcements shall include:

Job title, a brief description of job duties and responsibilities, minimum qualifications, salary, deadline for filing applications and to the extent practical and feasible, hours of work, RDOs, location and supervisor.

Nothing in this Section prevents the District from filling job vacancies by other procedures when there are less than five (5) satisfactory qualified applicants, or no qualified applicants respond to job announcements. The District reserves the right to appoint from among the best qualified applicants.

First time or revised job postings shall be sent to the Union for informational purposes prior to posting.

2.5 PERFORMANCE MANAGEMENT AND EVALUATION

A. The performance management and evaluation process is used to assure that employees are aware of the performance requirements for their position, to assist them in meeting those requirements and to measure and evaluate the results. The performance management and evaluation process is also used to determine an employee's eligibility for a general rate increase.

B. The employee's immediate supervisor:

1. Should develop a "performance plan" with or without the participation of the employee, but s/he must discuss the plan with the employee at the beginning of the evaluation period;

2. Is responsible for assuring that documentation of the employee's review of the plan is maintained and available in the event that it is required later; and,
 3. May initiate discussions modifying the plan throughout the year, as may the employee - any changes to the plan should be documented.
- C. The performance plan:
1. Should reflect major issues – either specific goals or defined work characteristics, or both – for the employee's work for the twelve (12) month period;
 2. Should be limited to six (6) to twelve (12) items;
 3. Should indicate not only what is to be done, but how it is to be measured; and,
 4. Should be discussed with the employee at the same time his/her future development and career directions are discussed.
- D. During the twelve (12) month period, the employee's immediate supervisor should provide the employee with periodic feedback concerning their performance, within the context of the plan.
- E. The annual evaluation:
1. Should reflect the whole year's work;
 2. Should include specificity relative to the measures articulated in the plan; and,
 3. Should include a face-to-face discussion with the employee.
- F. The following ratings may be given:

| | |
|----------------|---|
| Outstanding | Regularly exceeds performance requirements. |
| Superior | Regularly meets performance requirements and frequently exceeds them. |
| Effective | Meets all performance requirements most of the time. |
| Marginal | Frequently fails to meet some performance requirements. |
| Unsatisfactory | Frequently fails to meet many performance requirements. |

2.6 PERFORMANCE REVIEW BOARD

- A. Employees shall not have recourse to the grievance procedure to dispute their performance evaluation scores. However, employees receiving a less than "effective" score shall have recourse to the

Performance Review Board (PRB) for disputes regarding their performance evaluations in matters concerning procedural issues, and allegations of bias and/or discrimination. However, employees shall discuss their concerns regarding performance evaluations with their immediate supervisor and the Department Manager. If dissatisfied with the results of these discussions, the employee shall present their concerns to the Union. The Union shall decide if the issue involving the performance evaluation shall be taken to the PRB.

- B. The PRB shall consist of two (2) members appointed by the District, and two (2) members appointed by the Union. The appointed members will form a standing committee with the Labor Relations Department staff's assistance.
- C. The PRB will convene to investigate allegations, interview pertinent witnesses and review documents. Recommendations of the PRB shall be made by consensus of all Board members and will be prepared for the General Manager's review.
- D. The General Manager or designee will determine what action will be implemented within twenty (20) days of receipt of the report. The General Manager's decision will be sent to the Union President and to the Labor Relations Department Manager. The General Manager shall not unreasonably overturn recommendations made by the PRB. The decision shall be final and binding on all parties.
- E. PRB Procedure:
 - 1. Purpose of the PRB
 - a) The purpose of the PRB is to determine the validity of a disputed performance evaluation score, relative to matters concerning procedural and substantive issues.
 - b) Discussions regarding the meeting will be limited to the PRB members and evidence presented at the proceedings. Discussion among the PRB members will be confidential.
 - 2. Objectives of the PRB
 - a) The first objective is to determine compliance with written policies, procedures and guidelines, including but not limited to this Agreement.
 - b) If there is compliance with policies, procedures, guidelines and the Agreement, the second objective is to judge the validity of the performance evaluation score through evaluation of the testimony

and evidentiary documentation incorporated as part of the evaluation.

3. Convening the PRB

- a) The PRB shall determine the date, time and location that the PRB will convene to investigate allegations, interview pertinent witnesses and review documents.
- b) The PRB will schedule a date in which all the advocates will be available and will grant a continuance if a key witness is unavailable.
- c) The PRB will notify the Union President and Labor Relations Department Manager in writing as to the date, time and location of the meeting.
- d) The PRB shall commence by blocking out one (1) full day, but not limited thereto, to hear the case.

4. Tape Recording the Proceedings

- a) The PRB will take record of the proceedings.
- b) A copy shall be made available to the Union and the District, upon request.

5. Advocates

- a) The Union President and Labor Relations Department Manager will select the respective advocates.
- b) Each party may have a “second chair” attend the meeting.

6. Presentation and Marking of Evidence

- a) Each advocate will inform the PRB as to how s/he will present or mark her/his evidence prior to the opening statement, using one (1) of the following methods:
 - All at once, at the beginning of the meeting after the PRB has convened;
 - Present and mark the evidence as witnesses testify, as determined by the advocates; or
 - A combination of the above.
- b) Each advocate will provide seven (7) copies of each exhibit (four (4) copies for the PRB, one (1) copy for the witnesses and two (2) copies for the opposing advocate(s)).

7. Opening Statements

- a) The District will present its opening statement first.
- b) The Union will then present its opening statement.

8. Presenting the Case

- a) The District will present its case first. The Union will have an opportunity to cross-examine each witness.
- b) The Union will then present its case. The District will have the opportunity to cross examine each witness.
- c) Both the District and the Union shall have the opportunity to rebut testimony.
- d) The PRB will have the opportunity to ask clarifying questions at the end of the examination of each witness. The intent is to allow witnesses to testify without interruption.

9. The Grievant shall be released to attend the entire PRB.

10. Witnesses/Advocates

- a) The Union and the District shall exchange a list of witnesses/advocates and provide said list to the PRB and Labor Relations for the purposes of scheduling the meeting and arranging release time at least one (1) week prior to the scheduled meeting.
- b) Labor Relations shall be responsible for notifying the witness'(es)' supervisor for release time.
- c) The witness(es) shall be sequestered until called by their respective advocates except for the grievant and advocate that may testify.
- d) Additional witnesses may be called by the PRB as a result of information presented at the proceedings.

11. Closing Statements

- a) The District will present its closing statement first.
- b) The Union will then present its closing statement.

12. Report of the PRB – Recommendations

- a) Based on the objective(s) of the PRB, the PRB will prepare a report for the General Manager's review, including the PRB's recommended course of action.

- b) Recommendation of the PRB shall be made with the consensus of all PRB members; however, if the PRB cannot reach consensus, then the PRB shall submit one report to the General Manager with a factual analysis containing separate recommendations.
- c) The PRB's report and recommended course of action(s) shall be submitted to the General Manager no later than two (2) weeks from the conclusion of the proceedings. The PRB members will sign the report without identifying their respective recommendations.
- d) The PRB's report shall indicate that the General Manager's decision will be sent to the Union President and the Labor Relations Department Manager.
- e) Copies of the PRB's report shall also be sent to the Union President, Union Advocate, Labor Relations Department Manager and the District Advocate.

13. General Manager's Decision

- a) The General Manager or designee will determine what action will be implemented within twenty (20) days after receipt of the report.
- b) The General Manager shall not unreasonably overturn a consensus recommendation made by the PRB.
- c) The General Manager's decision shall be final and binding on District and Union.
- d) The General Manager's decision will be sent to the Union President and Labor Relations Department Manager.

2.7 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.

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 reorganization/reduction in force decision has been made. At that time, the employee will be told 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 ten (10) 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 five (5) 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. 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 laid-off as a direct result of valid reorganizations or reduction in force, shall be entitled to reinstatement to open positions for which qualified for a period not to exceed eighteen (18) months from the date of layoff. 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 eighteen (18) months from the date of layoff an internal-only posting is created, the District will contact laid-off employees to determine their interest in applying for the job.

The District's obligations under this subsection shall cease immediately upon rejection of any offer of reinstatement and/or employment by the District.

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

3.0 WAGE PROVISIONS

3.1 SALARY FOR FISCAL YEARS 2022-2025

Salaries shall be within the pay bands specified in Section 1.5. Pay bands shall be adjusted by the amount of all contractual general wage increases as set forth herein.

A. Fiscal Year 2022 (“FY22”)

Effective July 1, 2021, and continuing until June 30, 2022, the base salary for bargaining unit members shall remain the same as the base rate of pay following the January 1, 2021 pay progression. In other words, the 2021-2022 base rate of pay shall not be increased over the rate of pay effective on January 1, 2021, and the provisions of Section 3.2. A. Pay Progression Program shall be suspended during FY22.

B. Fiscal Year 2023 (“FY23”)

The provisions of Section 3.2 Pay Progression shall be suspended during FY23.

Effective July 1, 2022, the base salary/wage schedule for bargaining unit members shall be increased by three and one-half percent (3.5%).

Additionally, there shall be the potential for wage increases which shall be dependent upon the average weekday ridership, calculated as a percentage of Pre-COVID Average Weekday Ridership, which was 410,000 riders. The Average Weekday Ridership shall be evaluated on July 1, 2022 and January 1, 2023 based on the preceding three (3) months. The calculation of the potential for an increase on July 1, 2022 shall be based on the average weekday ridership for April 2022 through June 2022 (FY22 Q4), and the calculation for the potential for an increase on January 1, 2023 shall be based on the average weekday ridership for October 2022 through December 2022 (FY23 Q2).

Any potential wage increases based on average weekday ridership shall cumulatively be no greater than the total percentage available based on the ridership. Therefore, if the ridership results in a wage increase in July and there is an increase in ridership between July and January sufficient to obtain a higher percentage wage increase for the year, the increase effective January 1 will be the difference between the prior increase and the amount associated with the ridership from FY23 Q2. The combination of the July and January increases may not exceed the wage increase amount associated with the higher of the two (2) ridership numbers from FY22 Q4 and FY23 Q2.

Wage increases based on average weekday ridership for FY23 shall be based on the table below:

| % of Pre-COVID Ridership (410,000) | Average Weekday Ridership | FY23 Wage Increase |
|---|----------------------------------|---------------------------|
| 60% | 246,000 | 0.40% |
| 65% | 266,500 | 0.50% |
| 70% | 287,000 | 0.75% |
| 75% | 307,500 | 1.00% |
| 80% | 328,000 | 1.20% |
| 85% | 348,500 | 1.40% |
| 90% | 369,000 | 1.60% |
| 95% | 389,500 | 1.80% |
| 100% | 410,000 | 2.00% |

C. Fiscal Year 2024 (“FY24”)

The provisions of Section 3.2 Pay Progression shall be suspended during FY24.

Effective July 1, 2023, the base salary/wage schedule for bargaining unit members shall be increased by three percent (3.0%).

Additionally, there shall be the potential for wage increases which shall be dependent upon the average weekday ridership, calculated as a percentage of Pre-COVID Average Weekday Ridership, which was 410,000 riders. The Average Weekday Ridership shall be evaluated on July 1, 2023 and January 1, 2024 based on the preceding three (3) months. The calculation of the potential for an increase on July 1, 2023 shall be based on the average weekday ridership for April 2023 through June 2023 (FY23 Q4), and the calculation for the potential for an increase on January 1, 2024 shall be based on the average weekday ridership for October 2023 through December 2023 (FY24 Q2).

Any potential wage increases based on average weekday ridership shall cumulatively be no greater than the total percentage available based on the ridership. Therefore, if the ridership results in a wage increase in July and there is an increase in ridership between July and January sufficient to obtain a higher percentage wage increase for the year, the increase effective January 1 will be the difference between the prior

increase and the amount associated with the ridership from FY24 Q2. The combination of the July and January increases may not exceed the wage increase amount associated with the higher of the two (2) ridership numbers from FY23 Q4 and FY24 Q2.

Wage increases based on average weekday ridership for FY24 shall be based on the table below:

| % of Pre-COVID Ridership (410,000) | Average Weekday Ridership | FY24 Wage Increase |
|---|----------------------------------|---------------------------|
| 60% | 246,000 | 0.75% |
| 65% | 266,500 | 0.85% |
| 70% | 287,000 | 1.00% |
| 75% | 307,500 | 1.25% |
| 80% | 328,000 | 1.50% |
| 85% | 348,500 | 1.75% |
| 90% | 369,000 | 2.00% |
| 95% | 389,500 | 2.25% |
| 100% | 410,000 | 2.50% |

D. Fiscal Year 2025 (“FY25”)

The provisions of Section 3.2 Pay Progression Program shall be suspended during FY25.

Effective July 1, 2024, the base salary/wage schedule for bargaining unit members shall be increased by three percent (4.0%).

E. Fiscal Year 2026 (“FY26”)

Effective July 1, 2025, the base salary/wage schedule for bargaining unit members shall be increased by two percent (2.0%).

Effective January 1, 2026, the base salary/wage schedule for bargaining unit members shall be increased by two percent (2.0%).

F. Fiscal Year 2027 (“FY27”)

Effective July 1, 2026, the base salary/wage schedule for bargaining unit members shall be increased by two percent (2.0%).

Effective January 1, 2027, the base salary/wage schedule for bargaining unit members shall be increased by two percent (2.0%).

3.2 PAY PROGRESSION

A. Pay Progression Program

Effective July 1, 2013, employees will move to the thirty percent (30%) pay band model, with pay bands as provided below. Future adjustments to the pay bands will be in accordance with Section 2.1. Pay bands shall be adjusted by three tenths percent (0.3%) at the same time the pay progression increases are received each fiscal year.

Employees are brought into a pay band at the time they are assigned to a position within a classification in that pay band – whether from the outside or as a result of a promotion, in accordance with the provisions of Section 3, Wage Provisions, including Sections 2.1(D) and 3.4(A).

Effective July 1, 2013, and after the first general rate increase provided in B, below, existing employees whose pay is less than the minimum for his/her assigned pay band will be moved to the minimum of the assigned pay band and, if the increase to reach the minimum is below one and two-tenths percent (1.2%), such employees will also receive an increase of seventy-five one hundredths of one percent (0.75%).

Effective July 1, 2013, and after the first general rate increase provided in B, below, other employees whose base pay is within his/her assigned pay band will receive a percentage increase based upon the quartile in which their base pay (inclusive of the general rate increase in B) falls in their assigned pay band, as provided below.

| <u>QUARTILE</u> | <u>PERCENTAGE</u> |
|---|----------------------|
| First Quartile (minimum of pay band to < 25%) | 1.50% of base salary |
| Second Quartile (25% to < 50%) | 1.0% of base salary |
| Third Quartile (50% to < 75%) | 0.5% of base salary |
| Fourth Quartile (75% to maximum of pay band) | 0.3% of base salary |

Effective July 1 in each Fiscal Year beginning in FY 2015, and on January 1, of each Fiscal Year beginning in FY 2018, after application of a general wage increase, if any, employees will receive the percentage increases based upon pay band quartile. Each such increase is subject to the employee's achieving an overall performance rating of "effective" or better on his/her most recent annual performance evaluation, and provided that the employee has no active discipline involving an attendance component.

Eligibility for the percentage increases shall also be subject to the limitations provided in subsections B.2 and C, below.

The parties mutually understand that the continuation of the annual pay progression described herein is subject to collective bargaining between the parties upon expiration of the agreement.

B. General Rate Increase and Pay Progression

1. Employees whose most recent annual overall performance evaluation is “effective” or better are eligible for the general rate increase provided for in Section 3.1, subject to the limitations provided in subsection B.2 and C, below. Employees whose most recent annual overall performance evaluation is “effective” or better are eligible for the pay progression increase, provided they have no active discipline involving an attendance component and subject to the additional terms of A, above, and B2 and C, below.
2. Employees who have been in unpaid status for fifteen (15) calendar days or more during the twelve (12) month period will receive a prorated adjustment for that year.

C. Timing of General Rate Increases and Pay Progression Increases

1. New employees who have not completed their probationary period, on the day a general rate increase or pay progression increase is given, will receive their general rate increase, as provided in Section 3.1, and pay progression payment, as provided in Section 3.2, upon the first day of the month that follows completion of their probation.
 - a) For non-represented employees and current AFSCME represented employees transferred or promoted into AFSCME represented positions to be eligible for a general rate increase, and/or a pay progression increase, the employee must also have received a performance evaluation score of “effective” or higher in their prior annual performance evaluation, and, in the case of the pay progression increase, must also have no active discipline involving an attendance component.

3.3 SALARY SCHEDULE/PAYBANDS

| Effective July 1, 2021 | | | | | | | | |
|------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| PB | 1st Quartile | | 2nd Quartile | | 3rd Quartile | | 4th Quartile | |
| | Minimum | | | | Midpoint | | | Maximum |
| A | \$74,345.74 | \$79,921.76 | \$79,921.77 | \$85,497.78 | \$85,497.79 | \$91,073.80 | \$91,073.81 | \$96,649.83 |
| B | \$80,905.39 | \$86,973.54 | \$86,973.55 | \$93,041.70 | \$93,041.71 | \$99,109.86 | \$99,109.87 | \$105,178.02 |
| C | \$88,514.61 | \$95,153.35 | \$95,153.36 | \$101,792.09 | \$101,792.10 | \$108,430.83 | \$108,430.84 | \$115,069.58 |
| D | \$97,718.22 | \$105,047.14 | \$105,047.15 | \$112,376.06 | \$112,376.07 | \$119,704.98 | \$119,704.99 | \$127,033.91 |
| E | \$105,106.44 | \$112,989.33 | \$112,989.34 | \$120,872.23 | \$120,872.24 | \$128,755.13 | \$128,755.14 | \$136,638.03 |
| F | \$111,432.59 | \$119,790.35 | \$119,790.36 | \$128,148.11 | \$128,148.12 | \$136,505.87 | \$136,505.88 | \$144,863.64 |
| G | \$119,605.49 | \$128,575.89 | \$128,575.90 | \$137,546.30 | \$137,546.31 | \$146,516.71 | \$146,516.72 | \$155,487.13 |
| H | \$127,008.80 | \$136,534.42 | \$136,534.43 | \$146,060.05 | \$146,060.06 | \$155,585.68 | \$155,585.69 | \$165,111.31 |
| I | \$135,504.36 | \$145,667.12 | \$145,667.13 | \$155,829.88 | \$155,829.89 | \$165,992.64 | \$165,992.65 | \$176,155.41 |

| Effective July 1, 2022 3.5% General Wage Increase | | | | | | | | |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| PB | 1st Quartile | | 2nd Quartile | | 3rd Quartile | | 4th Quartile | |
| | Minimum | | | | Midpoint | | | Maximum |
| A | \$76,947.84 | \$82,719.02 | \$82,719.03 | \$88,490.20 | \$88,490.21 | \$94,261.38 | \$94,261.39 | \$100,032.57 |
| B | \$83,737.08 | \$90,017.61 | \$90,017.62 | \$96,298.16 | \$96,298.17 | \$102,578.70 | \$102,578.71 | \$108,859.25 |
| C | \$91,612.62 | \$98,483.71 | \$98,483.72 | \$105,354.81 | \$105,354.82 | \$112,225.91 | \$112,225.92 | \$119,097.02 |
| D | \$101,138.36 | \$108,723.78 | \$108,723.79 | \$116,309.22 | \$116,309.23 | \$123,894.65 | \$123,894.66 | \$131,480.10 |
| E | \$108,785.17 | \$116,943.96 | \$116,943.97 | \$125,102.76 | \$125,102.77 | \$133,261.56 | \$133,261.57 | \$141,420.36 |
| F | \$115,332.73 | \$123,983.01 | \$123,983.02 | \$132,633.29 | \$132,633.30 | \$141,283.57 | \$141,283.58 | \$149,933.87 |
| G | \$123,791.68 | \$133,076.05 | \$133,076.06 | \$142,360.42 | \$142,360.43 | \$151,644.79 | \$151,644.80 | \$160,929.18 |
| H | \$131,454.11 | \$141,313.12 | \$141,313.13 | \$151,172.15 | \$151,172.16 | \$161,031.17 | \$161,031.18 | \$170,890.21 |
| I | \$140,247.01 | \$150,765.46 | \$150,765.47 | \$161,283.92 | \$161,283.93 | \$171,802.38 | \$171,802.39 | \$182,320.85 |

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| Effective July 1, 2023 3.0% General Wage Increase | | | | | | | | |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| PB | 1st Quartile | | 2nd Quartile | | 3rd Quartile | | 4th Quartile | |
| | Minimum | | | | Midpoint | | | Maximum |
| A | \$79,256.28 | \$85,200.58 | \$85,200.59 | \$91,144.90 | \$91,144.91 | \$97,089.22 | \$97,089.23 | \$103,033.55 |
| B | \$86,249.19 | \$92,718.14 | \$92,718.15 | \$99,187.10 | \$99,187.11 | \$105,656.06 | \$105,656.07 | \$112,125.03 |
| C | \$94,361.00 | \$101,438.22 | \$101,438.23 | \$108,515.45 | \$108,515.46 | \$115,592.68 | \$115,592.69 | \$122,669.93 |
| D | \$104,172.51 | \$111,985.50 | \$111,985.51 | \$119,798.49 | \$119,798.50 | \$127,611.49 | \$127,611.50 | \$135,424.50 |
| E | \$112,048.72 | \$120,452.27 | \$120,452.28 | \$128,855.84 | \$128,855.85 | \$137,259.40 | \$137,259.41 | \$145,662.97 |
| F | \$118,792.71 | \$127,702.50 | \$127,702.51 | \$136,612.29 | \$136,612.30 | \$145,522.08 | \$145,522.09 | \$154,431.88 |
| G | \$127,505.43 | \$137,068.33 | \$137,068.34 | \$146,631.23 | \$146,631.24 | \$156,194.14 | \$156,194.15 | \$165,757.05 |
| H | \$135,397.73 | \$145,552.52 | \$145,552.53 | \$155,707.31 | \$155,707.32 | \$165,862.11 | \$165,862.12 | \$176,016.91 |
| I | \$144,454.42 | \$155,288.43 | \$155,288.44 | \$166,122.44 | \$166,122.45 | \$176,956.45 | \$176,956.46 | \$187,790.47 |

| Effective July 1, 2024 4.0% General Wage Increase | | | | | | | | |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| PB | 1st Quartile | | 2nd Quartile | | 3rd Quartile | | 4th Quartile | |
| | Minimum | | | | Midpoint | | | Maximum |
| A | \$82,426.53 | \$88,608.61 | \$88,608.62 | \$94,790.70 | \$94,790.71 | \$100,972.79 | \$100,972.80 | \$107,154.89 |
| B | \$89,699.16 | \$96,426.87 | \$96,426.88 | \$103,154.58 | \$103,154.59 | \$109,882.30 | \$109,882.31 | \$116,610.03 |
| C | \$98,135.44 | \$105,495.75 | \$105,495.76 | \$112,856.07 | \$112,856.08 | \$120,216.39 | \$120,216.40 | \$127,576.72 |
| D | \$108,339.41 | \$116,464.92 | \$116,464.93 | \$124,590.43 | \$124,590.44 | \$132,715.95 | \$132,715.96 | \$140,841.48 |
| E | \$116,530.67 | \$125,270.36 | \$125,270.37 | \$134,010.07 | \$134,010.08 | \$142,749.78 | \$142,749.79 | \$151,489.49 |
| F | \$123,544.42 | \$132,810.60 | \$132,810.61 | \$142,076.78 | \$142,076.79 | \$151,342.96 | \$151,342.97 | \$160,609.16 |
| G | \$132,605.65 | \$142,551.06 | \$142,551.07 | \$152,496.48 | \$152,496.49 | \$162,441.91 | \$162,441.92 | \$172,387.34 |
| H | \$140,813.64 | \$151,374.62 | \$151,374.63 | \$161,935.60 | \$161,935.61 | \$172,496.59 | \$172,496.60 | \$183,057.59 |
| I | \$150,232.60 | \$161,499.96 | \$161,499.97 | \$172,767.34 | \$172,767.35 | \$184,034.71 | \$184,034.72 | \$195,302.09 |

| July 1, 2025 Implementation of Salary Steps + 2.0% General Wage Increase | | | | | |
|---|--------------|--------------|--------------|--------------|--------------|
| Salary Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| AFSCME Grade 1 | \$91,728.00 | \$96,324.80 | \$101,150.40 | \$106,204.80 | \$111,508.80 |
| AFSCME Grade 2 | \$94,036.80 | \$98,737.60 | \$103,667.20 | \$108,846.40 | \$114,296.00 |
| AFSCME Grade 3 | \$96,387.20 | \$101,212.80 | \$106,267.20 | \$111,571.20 | \$117,145.60 |
| AFSCME Grade 4 | \$98,800.00 | \$103,729.60 | \$108,908.80 | \$114,358.40 | \$120,078.40 |
| AFSCME Grade 5 | \$101,254.40 | \$106,308.80 | \$111,633.60 | \$117,208.00 | \$123,073.60 |
| AFSCME Grade 6 | \$103,792.00 | \$108,971.20 | \$114,420.80 | \$120,140.80 | \$126,152.00 |
| AFSCME Grade 7 | \$106,371.20 | \$111,696.00 | \$117,291.20 | \$123,156.80 | \$129,313.60 |
| AFSCME Grade 8 | \$109,054.40 | \$114,504.00 | \$120,224.00 | \$126,235.20 | \$132,537.60 |
| AFSCME Grade 9 | \$111,758.40 | \$117,353.60 | \$123,219.20 | \$129,376.00 | \$135,844.80 |
| AFSCME Grade 10 | \$114,545.60 | \$120,265.60 | \$126,276.80 | \$132,600.00 | \$139,235.20 |

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| | | | | | |
|-----------------|--------------|--------------|--------------|--------------|--------------|
| AFSCME Grade 11 | \$117,416.00 | \$123,281.60 | \$129,438.40 | \$135,907.20 | \$142,708.80 |
| AFSCME Grade 12 | \$120,348.80 | \$126,360.00 | \$132,683.20 | \$139,318.40 | \$146,286.40 |
| AFSCME Grade 13 | \$123,364.80 | \$129,542.40 | \$136,011.20 | \$142,812.80 | \$149,947.20 |
| AFSCME Grade 14 | \$126,443.20 | \$132,766.40 | \$139,401.60 | \$146,369.60 | \$153,691.20 |
| AFSCME Grade 15 | \$129,604.80 | \$136,094.40 | \$142,896.00 | \$150,030.40 | \$157,539.20 |
| AFSCME Grade 16 | \$132,849.60 | \$139,484.80 | \$146,452.80 | \$153,774.40 | \$161,470.40 |
| AFSCME Grade 17 | \$136,156.80 | \$142,958.40 | \$150,113.60 | \$157,622.40 | \$165,505.60 |
| AFSCME Grade 18 | \$139,568.00 | \$146,556.80 | \$153,878.40 | \$161,574.40 | \$169,644.80 |
| AFSCME Grade 19 | \$143,062.40 | \$150,217.60 | \$157,726.40 | \$165,609.60 | \$173,888.00 |
| AFSCME Grade 20 | \$146,640.00 | \$153,961.60 | \$161,657.60 | \$169,748.80 | \$178,235.20 |
| AFSCME Grade 21 | \$150,321.60 | \$157,830.40 | \$165,713.60 | \$173,992.00 | \$182,686.40 |
| AFSCME Grade 22 | \$154,065.60 | \$161,761.60 | \$169,852.80 | \$178,339.20 | \$187,262.40 |
| AFSCME Grade 23 | \$157,892.80 | \$165,796.80 | \$174,096.00 | \$182,811.20 | \$191,942.40 |
| AFSCME Grade 24 | \$161,865.60 | \$169,956.80 | \$178,464.00 | \$187,387.20 | \$196,747.20 |
| AFSCME Grade 25 | \$165,880.00 | \$174,179.20 | \$182,894.40 | \$192,046.40 | \$201,656.00 |
| AFSCME Grade 26 | \$170,040.00 | \$178,547.20 | \$187,470.40 | \$196,851.20 | \$206,689.60 |

| January 1, 2026 | | | | | |
|-----------------------------------|---------------|---------------|---------------|---------------|---------------|
| 2.0% General Wage Increase | | | | | |
| Salary Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| AFSCME Grade 1 | \$93,537.60 | \$98,217.60 | \$103,126.40 | \$108,284.80 | \$113,692.80 |
| AFSCME Grade 2 | \$95,888.00 | \$100,672.00 | \$105,705.60 | \$110,988.80 | \$116,542.40 |
| AFSCME Grade 3 | \$98,300.80 | \$103,209.60 | \$108,368.00 | \$113,776.00 | \$119,454.40 |
| AFSCME Grade 4 | \$100,755.20 | \$105,788.80 | \$111,072.00 | \$116,625.60 | \$122,449.60 |
| AFSCME Grade 5 | \$103,251.20 | \$108,409.60 | \$113,838.40 | \$119,537.60 | \$125,507.20 |
| AFSCME Grade 6 | \$105,851.20 | \$111,134.40 | \$116,688.00 | \$122,512.00 | \$128,648.00 |
| AFSCME Grade 7 | \$108,472.00 | \$113,900.80 | \$119,600.00 | \$125,590.40 | \$131,872.00 |
| AFSCME Grade 8 | \$111,217.60 | \$116,771.20 | \$122,616.00 | \$128,752.00 | \$135,179.20 |
| AFSCME Grade 9 | \$113,984.00 | \$119,683.20 | \$125,673.60 | \$131,955.20 | \$138,548.80 |
| AFSCME Grade 10 | \$116,833.60 | \$122,678.40 | \$128,814.40 | \$135,262.40 | \$142,022.40 |
| AFSCME Grade 11 | \$119,787.20 | \$125,777.60 | \$132,059.20 | \$138,652.80 | \$145,579.20 |
| AFSCME Grade 12 | \$122,761.60 | \$128,897.60 | \$135,345.60 | \$142,105.60 | \$149,219.20 |
| AFSCME Grade 13 | \$125,840.00 | \$132,121.60 | \$138,736.00 | \$145,662.40 | \$152,942.40 |
| AFSCME Grade 14 | \$128,960.00 | \$135,408.00 | \$142,188.80 | \$149,302.40 | \$156,769.60 |
| AFSCME Grade 15 | \$132,184.00 | \$138,798.40 | \$145,745.60 | \$153,025.60 | \$160,680.00 |
| AFSCME Grade 16 | \$135,491.20 | \$142,272.00 | \$149,385.60 | \$156,852.80 | \$164,694.40 |
| AFSCME Grade 17 | \$138,881.60 | \$145,828.80 | \$153,129.60 | \$160,784.00 | \$168,812.80 |
| AFSCME Grade 18 | \$142,376.00 | \$149,489.60 | \$156,956.80 | \$164,798.40 | \$173,035.20 |
| AFSCME Grade 19 | \$145,912.00 | \$153,212.80 | \$160,867.20 | \$168,916.80 | \$177,361.60 |
| AFSCME Grade 20 | \$149,552.00 | \$157,040.00 | \$164,902.40 | \$173,139.20 | \$181,792.00 |
| AFSCME Grade 21 | \$153,296.00 | \$160,971.20 | \$169,020.80 | \$177,465.60 | \$186,347.20 |
| AFSCME Grade 22 | \$157,144.00 | \$165,006.40 | \$173,264.00 | \$181,916.80 | \$191,006.40 |

AFSCME 2021-2027

| | | | | | |
|-----------------|--------------|--------------|--------------|--------------|--------------|
| AFSCME Grade 23 | \$161,075.20 | \$169,124.80 | \$177,590.40 | \$186,472.00 | \$195,790.40 |
| AFSCME Grade 24 | \$165,089.60 | \$173,347.20 | \$182,020.80 | \$191,131.20 | \$200,678.40 |
| AFSCME Grade 25 | \$169,228.80 | \$177,694.40 | \$186,576.00 | \$195,894.40 | \$205,691.20 |
| AFSCME Grade 26 | \$173,430.40 | \$182,104.00 | \$191,214.40 | \$200,782.40 | \$210,828.80 |

| July 1, 2026 | | | | | |
|-----------------------------------|---------------|---------------|---------------|---------------|---------------|
| 2.0% General Wage Increase | | | | | |
| Salary Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| AFSCME Grade 1 | \$95,451.20 | \$100,214.40 | \$105,227.20 | \$110,489.60 | \$116,022.40 |
| AFSCME Grade 2 | \$97,843.20 | \$102,731.20 | \$107,868.80 | \$113,256.00 | \$118,913.60 |
| AFSCME Grade 3 | \$100,276.80 | \$105,289.60 | \$110,552.00 | \$116,084.80 | \$121,888.00 |
| AFSCME Grade 4 | \$102,793.60 | \$107,931.20 | \$113,318.40 | \$118,976.00 | \$124,924.80 |
| AFSCME Grade 5 | \$105,352.00 | \$110,614.40 | \$116,147.20 | \$121,950.40 | \$128,044.80 |
| AFSCME Grade 6 | \$107,972.80 | \$113,380.80 | \$119,059.20 | \$125,008.00 | \$131,248.00 |
| AFSCME Grade 7 | \$110,697.60 | \$116,230.40 | \$122,033.60 | \$128,128.00 | \$134,534.40 |
| AFSCME Grade 8 | \$113,443.20 | \$119,121.60 | \$125,070.40 | \$131,331.20 | \$137,904.00 |
| AFSCME Grade 9 | \$116,272.00 | \$122,096.00 | \$128,211.20 | \$134,617.60 | \$141,356.80 |
| AFSCME Grade 10 | \$119,184.00 | \$125,153.60 | \$131,414.40 | \$137,987.20 | \$144,892.80 |
| AFSCME Grade 11 | \$122,179.20 | \$128,294.40 | \$134,700.80 | \$141,440.00 | \$148,512.00 |
| AFSCME Grade 12 | \$125,236.80 | \$131,497.60 | \$138,070.40 | \$144,976.00 | \$152,214.40 |
| AFSCME Grade 13 | \$128,356.80 | \$134,784.00 | \$141,523.20 | \$148,595.20 | \$156,020.80 |
| AFSCME Grade 14 | \$131,580.80 | \$138,153.60 | \$145,059.20 | \$152,318.40 | \$159,931.20 |
| AFSCME Grade 15 | \$134,888.00 | \$141,627.20 | \$148,699.20 | \$156,124.80 | \$163,924.80 |
| AFSCME Grade 16 | \$138,236.80 | \$145,142.40 | \$152,401.60 | \$160,014.40 | \$168,022.40 |
| AFSCME Grade 17 | \$141,668.80 | \$148,761.60 | \$156,208.00 | \$164,028.80 | \$172,224.00 |
| AFSCME Grade 18 | \$145,225.60 | \$152,484.80 | \$160,118.40 | \$168,126.40 | \$176,529.60 |
| AFSCME Grade 19 | \$148,844.80 | \$156,291.20 | \$164,112.00 | \$172,328.00 | \$180,939.20 |
| AFSCME Grade 20 | \$152,568.00 | \$160,201.60 | \$168,209.60 | \$176,612.80 | \$185,452.80 |
| AFSCME Grade 21 | \$156,395.20 | \$164,216.00 | \$172,432.00 | \$181,043.20 | \$190,091.20 |
| AFSCME Grade 22 | \$160,284.80 | \$168,292.80 | \$176,716.80 | \$185,556.80 | \$194,833.60 |
| AFSCME Grade 23 | \$164,299.20 | \$172,515.20 | \$181,147.20 | \$190,195.20 | \$199,700.80 |
| AFSCME Grade 24 | \$168,396.80 | \$176,820.80 | \$185,660.80 | \$194,937.60 | \$204,692.80 |
| AFSCME Grade 25 | \$172,619.20 | \$181,251.20 | \$190,320.00 | \$199,825.60 | \$209,809.60 |
| AFSCME Grade 26 | \$176,924.80 | \$185,764.80 | \$195,062.40 | \$204,817.60 | \$215,051.20 |

| January 1, 2027 | | | | | |
|-----------------------------------|---------------|---------------|---------------|---------------|---------------|
| 2.0% General Wage Increase | | | | | |
| Salary Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| AFSCME Grade 1 | \$97,344.00 | \$102,211.20 | \$107,328.00 | \$112,694.40 | \$118,331.20 |
| AFSCME Grade 2 | \$99,777.60 | \$104,769.60 | \$110,011.20 | \$115,502.40 | \$121,284.80 |
| AFSCME Grade 3 | \$102,273.60 | \$107,390.40 | \$112,756.80 | \$118,393.60 | \$124,321.60 |
| AFSCME Grade 4 | \$104,811.20 | \$110,052.80 | \$115,564.80 | \$121,347.20 | \$127,420.80 |
| AFSCME Grade 5 | \$107,452.80 | \$112,819.20 | \$118,456.00 | \$124,384.00 | \$130,603.20 |
| AFSCME Grade 6 | \$110,136.00 | \$115,648.00 | \$121,430.40 | \$127,504.00 | \$133,868.80 |
| AFSCME Grade 7 | \$112,902.40 | \$118,539.20 | \$124,467.20 | \$130,686.40 | \$137,217.60 |
| AFSCME Grade 8 | \$115,710.40 | \$121,492.80 | \$127,566.40 | \$133,952.00 | \$140,649.60 |
| AFSCME Grade 9 | \$118,622.40 | \$124,550.40 | \$130,769.60 | \$137,300.80 | \$144,164.80 |
| AFSCME Grade 10 | \$121,576.00 | \$127,649.60 | \$134,035.20 | \$140,732.80 | \$147,763.20 |
| AFSCME Grade 11 | \$124,592.00 | \$130,832.00 | \$137,384.00 | \$144,248.00 | \$151,465.60 |
| AFSCME Grade 12 | \$127,732.80 | \$134,118.40 | \$140,816.00 | \$147,867.20 | \$155,251.20 |
| AFSCME Grade 13 | \$130,936.00 | \$137,488.00 | \$144,352.00 | \$151,569.60 | \$159,140.80 |
| AFSCME Grade 14 | \$134,180.80 | \$140,899.20 | \$147,950.40 | \$155,355.20 | \$163,113.60 |
| AFSCME Grade 15 | \$137,529.60 | \$144,414.40 | \$151,632.00 | \$159,224.00 | \$167,190.40 |
| AFSCME Grade 16 | \$140,982.40 | \$148,033.60 | \$155,438.40 | \$163,217.60 | \$171,371.20 |
| AFSCME Grade 17 | \$144,518.40 | \$151,736.00 | \$159,328.00 | \$167,294.40 | \$175,656.00 |
| AFSCME Grade 18 | \$148,116.80 | \$155,521.60 | \$163,300.80 | \$171,475.20 | \$180,044.80 |
| AFSCME Grade 19 | \$151,840.00 | \$159,432.00 | \$167,398.40 | \$175,760.00 | \$184,537.60 |
| AFSCME Grade 20 | \$155,625.60 | \$163,404.80 | \$171,579.20 | \$180,148.80 | \$189,155.20 |
| AFSCME Grade 21 | \$159,494.40 | \$167,460.80 | \$175,843.20 | \$184,641.60 | \$193,876.80 |
| AFSCME Grade 22 | \$163,488.00 | \$171,662.40 | \$180,252.80 | \$189,259.20 | \$198,723.20 |
| AFSCME Grade 23 | \$167,585.60 | \$175,968.00 | \$184,766.40 | \$194,001.60 | \$203,694.40 |
| AFSCME Grade 24 | \$171,766.40 | \$180,356.80 | \$189,384.00 | \$198,848.00 | \$208,790.40 |
| AFSCME Grade 25 | \$176,072.00 | \$184,870.40 | \$194,105.60 | \$203,819.20 | \$214,011.20 |
| AFSCME Grade 26 | \$180,460.80 | \$189,488.00 | \$198,972.80 | \$208,915.20 | \$219,356.80 |

3.4 COMPENSATION RELATED PERSONNEL ACTIONS

A. Hiring

1. The establishment of an appropriate salary for AFSCME represented employees includes consideration of the following:
 - a) Relevant education and experience beyond minimum qualifications;
 - b) Current compensation, (including not only base pay, but significant differences in total compensation, as appropriate);
 - c) Pay-growth prospects within the District’s compensation program; and

d) Equity considerations as to current incumbents of similar background and experience, including those the employee may supervise.

2. Generally, an individual who has little experience and/or education beyond minimum qualifications will be brought in at or near the entry level for the classification. New employees should be brought in at or near the entry level for the classification. New employees should be brought in above the midpoint of the salary range only in extraordinary circumstances when based on specific valid, job-related considerations, including but not limited to special market adjustment. In such cases, these considerations will be documented as part of the decision process.

B. Promotion

1. A “promotion” is defined as the appointment of an employee to a position in a higher classification/pay grade than the one to which s/he is presently assigned. When a promotion is made, a promotional increase should be granted within the pay grade for the new position.
2. Promotional increases should generally be limited to five (5) to ten (10) percent of the employee’s current base pay. An individual whose base pay before the promotion is above the midpoint of the higher pay grade should normally be granted a promotional increase not greater than five (5) percent. In exceptional cases, a higher promotional increase may be justified in consideration of factors enumerated for new hires, (3.4A1), and in these cases the justification should be documented.
3. Promotional increases are given without regard to their proximity to a general rate increase.
4. With rare exceptions, an employee’s gross pay should be between five (5) and ten (10) percent higher than the highest paid individual s/he supervises.

C. Demotion

1. A “demotion” is defined as the appointment of an employee to a position in a lower classification/pay grade than the one to which s/he is presently assigned.
2. If the demotion is unrelated to the employee’s performance, pay will not be impacted adversely. If necessary, the employee’s pay will be maintained above the maximum of the new pay grade, although s/he

will not be eligible for future pay increase until they can be accomplished within the maximum of the new pay band.

3. Where the demotion arises as a remedial effort in response to the employee's failure to perform satisfactorily at the higher level, a pay reduction may be appropriate to avoid significant pay inequities within the new pay grade. This action is not intended to be punitive in nature.

D. Career Development Opportunities

1. It is anticipated and expected that employees will receive developmental opportunities in the course of carrying out their work, and specifically, that they will acquire skills that would enable them to quickly master work at a higher level when the opportunity presents itself.
2. This developmental process does not permit a manager to make a de facto change in the level of the position through a gradual accretion of duties.
3. Career growth opportunities must be decided in a manner that is open, fair, and job-related.
4. Except as otherwise provided, an individual's career progression (movement from one job classification and grade to a higher one) must take into consideration three factors:
 - a) The individual's achievement of the requisite level of skill/experience required to perform work at the next higher level,
 - b) The availability of a workload sufficient to sustain the movement of an employee into a position at the next higher level, and
 - c) The District's obligation to provide growth opportunities equitably on the basis of job-related skills and abilities.

All the three elements must be present in order for an employee to move to the next level in his/her field in a manner that is also appropriate and cost-effective for the District.

5. To this end, a number of staffing flexibilities are provided in addition to traditional promotional opportunities. Appropriate use of these methods remains a difficult call, as each may be viewed as advantaging some and disadvantaging others. Managers, in consultation with the Human Resources Department (HR) staff, will seek the balance that most effectively addresses the legitimate needs of both managers and employees on a case-by-case basis.

6. Managers may request a limitation on the scope of recruiting for a vacancy to include only the immediate work group.
7. Similarly, where only one employee at the next lower level in a job series within a particular work group satisfies the minimum qualifications for a vacancy in that series, the manager, in consultation with HR, has the option to make the Promotion non-competitively, and the Union will be notified of such a decision.
8. Special circumstances: Reorganization, Reduction in Force, transition to modified pay plans or position alignments, etc. Where the General Manager has approved plans that will require changes in the number and/or configuration or compensation of positions in the District's workforce, HR, working with the Executive Staff, may institute extraordinary recruiting procedures designed to assist in the placement of affected, or potentially affected, employees. These procedures may include limiting recruiting to a given department or other work unit, limiting recruiting to certain classifications or departments in which positions are in jeopardy, or other special provisions consistent with the goal of minimizing adverse impact on employees. These provisions will remain in place only for so long as they may assist in the placement of employees in the new or modified structure.
9. Advanced Placement Program: A manager of any position covered by this procedure may elect to underfill that position in the manner outlined below.
 - a) Manager/HR determine the minimum qualifications for the developmental position; the period during which development will be required; the nature of training and other experiences that will be provided during the developmental period, and the appropriate job-evaluation value/pay band for the position.
 - b) The developmental experience cannot be used to shorten years of experience required for the target position, but experiences in the developmental period can, and are intended to be, credited towards the requisite experience.
 - c) The selection process, as well as any tests and other evidence of skills mastered for promotion to the target position, are selection processed within the meaning of anti-Discrimination laws and are subject to review and approval by HR and the Office of Civil Rights, as is the case with all selection processes.

- d) The position will be posted as [Title of the Target Position]; Advanced Placement. The posting will include a full description of the program.
- e) Applicants accept the terms and conditions, including increasingly more demanding work assignments, possible off-hours educational commitments, testing, and other related requirements.
- f) Individuals who accept an Advanced Placement position will serve the same Probationary Period as for any new position. Individuals whose Performance is less than satisfactory after completion of the Probationary Period will be subject to remedial measures as for any position.
- g) Upon completion of the developmental requirements of the program, the individual will be noncompetitively promoted into the target position. This promotion will trigger a second Probationary Period.

3.5 PAY PROCEDURES

- A. All salaried professional employees shall continue to be considered salaried and shall be paid twice a month on the 15th and last day of the month. However, the District may at any time implement a payroll cycle every two (2) weeks in place of the twice monthly payroll. If the District does implement a new payroll cycle, employees may apply for a “bridge loan” for the amount of the difference in pay that may result in the first three (3) months of the new pay cycle (pay periods one [1] through six [6]). Employees will be required to sign a repayment promissory note if their application for a “bridge loan” is granted. Granting of the “bridge loan” shall not be denied unreasonably. Repayment of the “bridge loan” will be effectuated through payroll deductions, commencing in the seventh payroll period and the deductions shall terminate in the twelfth payroll period.
- B. The District shall continue the present system of itemizing deductions during the life of this Agreement.
- C. Except for employees participating in direct deposit:
 - 1. All shortages above one hundred (\$100.00) dollars shall be corrected within the time limits set below. The employee’s immediate or appropriate supervisor shall assure that the documentation necessary to correct the shortage has been delivered to Payroll within one (1) workday, exclusive of weekends and holidays, after

he/she receives written notification of the shortage from the employee. Payroll shall correct the shortage and cause a check to be available at the employee's normal work location within three (3) Accounting workdays, exclusive of weekends and holidays, after receipt of written notification. All other shortages shall be added to the next paycheck.

2. In the event an overpayment is made in error, it shall be deducted from the employee's first regular paycheck following discovery of such overpayment by the District.
 3. Any employee taking a scheduled vacation shall be provided an advance paycheck, provided such payday falls within the scheduled vacation period and provided a written request is submitted to the District no less than five (5) Accounting workdays prior to the scheduled vacation.
- D. The District shall make available an electronic direct deposit system for payroll checks. As a condition for participating in the electronic direct deposit payroll system:
1. Subsequent to receipt of written notification to Payroll, any payroll adjustment necessary due to payment made in error (other than for regular base pay), which cannot be adjusted in the current pay period will be adjusted in full on the next following pay period's direct deposit.
 2. If the payroll correction is not made in the next following pay period's direct deposit, the District will make the correction as set forth in Paragraph C as if the employee were not participating in direct deposit.
- E. Where repayment of the entire amount of the overpayment in a lump sum would work a hardship on the affected employee, the Union may request development of a reasonable repayment schedule through the Human Resources Department. Such request will not be unreasonably denied by the Human Resources Department.
- F. Final termination paychecks shall be issued to terminating employees within seventy-two (72) hours after such termination becomes effective.
- The District will promptly process Public Employees' Retirement System refunds forms following an employee's termination.

3.6 CREDIT UNION

The District will continue to participate in the Provident Central Credit Union, The Golden One Credit Union and First Metropolitan Credit Union. Employees may select only one of the three (3) Credit Unions for utilization of payroll deduction. The District will make brochures and application forms available to employees and retirees upon request.

4.0 COMPENSATION PROVISIONS

4.1 OVERTIME

All non-exempt employees shall be subject to the overtime provisions as follows:

- A. Notwithstanding other sections of the Agreement that may conflict with this section, for the purposes of calculating the employee's forty (40) hour workweek, only sick leave and unpaid time off will not be credited towards the forty (40) hours in the employee's scheduled workweek. Employees shall within each calendar year have two sick leave or unpaid time off exceptions, one every six months. Such exceptions may not be carried over if not used and must be designated by the employee before working on his or her regular days off in the District work week in which the exception will be take.
- B. The classifications listed below will be paid at one and one half (1.5x) for all hours worked in excess of eight (8) hour and/or ten (10) hour work days (5-8s or 4-10s) and in excess of a forty (40) hour week, including holidays if the employee works the holiday.
 1. All hours worked by Foreworker IIIs (System Service Supervisors) on the first scheduled day off (RDO) shall be compensated at one and one half (1.5x) times the existing straight time rate. All hours worked on the second regular day off (RDO) after working the first regular day off (RDO), shall be compensated at two (2) times the existing straight time rate. All hours worked on the third regular day off (RDO) (for 4-10 Plan) after working the first and second regular days off (RDO), shall be compensated at two (2) times the existing straight time rate.
 2. Employees in the classifications Data Base Administrator, Senior Financial Analyst, Senior Inventory Control Analyst, Treasury Analyst, Rail Operations Controller, DMU System Rail Controller, Road Supervisor of Engines, and Power & Way Controller have elected to receive monetary compensation OR compensatory time at

one and one half (1.5x) their rate of pay when they work overtime. There will be NO double time paid if they work their 2nd RDO (or 3rd RDO if they work a 4-10 schedule) after having worked the 1st RDO; and

3. Employees in the classifications Transportation Supervisor, Operations Supervisor Liaisons, Senior Operations Supervisor Liaisons, Senior Central Maintenance Supervisor and Central Maintenance Supervisor have elected to receive monetary compensation at one and one half time (1.5x) their rate of pay when they work overtime on their first (1st) RDO and monetary compensation at double their rate of pay if they work on their 2nd RDO (or 3rd RDO if they work a 4-10 schedule). This is applicable ONLY after the employee has worked overtime on their 1st RDO. These classifications will not be eligible to receive compensatory time.
 4. The provisions of Section B (2) and B (3) above shall remain in effect for the term of this Agreement.
- B. Exceptions to Overtime Rules for Employees with Alternate Work Schedules (9/80)
1. All hours worked in excess of the regularly scheduled workday shall be compensated at the applicable overtime rate for actual overtime hours worked.
 2. Subject to the calculations of overtime requirements found in the paragraphs above, all hours worked on an employee's first regular day off (RDO) during any workweek shall be compensated at the applicable overtime rate.
 3. Actual hours worked on the second or third RDO during any workweek shall be compensated at the applicable overtime rate.

4.2 COMPENSATORY TIME

Employees will be compensated by compensatory time on a straight time basis for work specifically assigned either on a non-workday or beyond the scheduled hours on a normal workday. The accrual of compensatory time will be limited to eighty (80) hours and employees will be paid at the straight time rate for any excess. An employee at his/her option in any given pay period may elect to receive straight time monetary compensation or compensatory time for overtime hours whenever the compensatory time accrued is less than eighty (80) hours.

Classifications listed in Section 4.1(B)(2) will earn compensatory time at the applicable rate of overtime.

Employees may use a maximum of 180 hours of Compensatory time per fiscal year. The employee may use more than 180 hours in a fiscal year only to exhaust their leave balances prior to taking unpaid leave per MOU 18-01 – Parenting Leave.

Employees shall use accrued compensatory time prior to using accrued vacation time until the cap of 180 hours is met.

Foreworker Ills (System Service Supervisors) are not eligible for compensatory time.

4.3 SHIFT DIFFERENTIAL

- A. Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 p.m. and midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 9.2, this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).
- B. Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 a.m., a graveyard shift premium of nine and one half percent (9.5%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 9.2, this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).

4.4 LEAD WORKER/INSTRUCTOR PREMIUM

- A. From time to time an AFSCME represented employee may be assigned, as their primary assignment for part or all of the work day, to routinely and consistently instruct other employees or lead them in an assigned task or project in the absence of supervision, to conduct orientation or classroom instruction, or to prepare instruction materials. The employee is considered to be "routinely and consistently" performing instructor or leadworker duties whenever he/she is so assigned, because such duties are part of the normally required duties of this assignment.
- B. If, in the judgment of the employee's Department Manager, such an assignment is outside the scope of the employee's classification, the

employee is entitled to an additional fifty (50) cents per hour, for the time actually spent in this capacity.

- C. Supervisors, managers, senior-level and principal-level professional, (including analysts and specialists), are not eligible for lead worker premium.

4.5 TEMPORARY UPGRADE

- A. From time to time an AFSCME represented employee may receive a temporary assignment in which s/he is directed to perform the duties regularly assigned to a higher classification. Such assignments are made in writing by the employee's supervisor or manager.
- B. Unless the temporary upgrade assignment fully replaces the work of a position that is temporarily or permanently vacant, the Human Resources Department must review the proposed work assignment to determine the appropriate pay band of work.
- C. Such temporary upgrade assignments are considered career-development opportunities and are not eligible for temporary upgrade pay during the first thirty (30) calendar days of the employee's assignment.
- D. The prior approval of the Human Resources Department Manager and the affected Department Manager is required to extend any temporary assignment to a higher classification beyond thirty (30) work days. Such approval must be obtained before the thirtieth (30th) working day.
- E. Employees in an approved temporary upgrade assignment will be compensated at five (5) percent above their base pay rate, after the thirtieth (30th) consecutive calendar day of assignment to the classification.
- F. Leave taken while an employee is assigned to a temporary upgrade assignment will be paid at the employee's base pay rate – they will not receive the five (5) percent premium while on leave.

4.6 UNSCHEDULED CALL BACK

- A. In the event an employee is called back for unscheduled work outside of his/her regular workday or workweek, compensation will be based on a minimum of one-half ($\frac{1}{2}$) day's pay per day at the applicable rate of pay. This Section shall be limited to a specific assignment where broken time is involved. In no event shall an employee be eligible for both stand-by and call back compensation for the same hours.

- B. The understanding of the parties signing off this Section is that the change to existing language which provides that “a minimum of one-half (½) day’s pay per day” shall be paid is inserted to accommodate the five (5) and four (4) day workweek.

4.7 STAND-BY PAY

- A. Employees required by the District to remain on stand-by duty subject to call in shall be paid a minimum of one-half (½) of a day’s extra pay per day during the employees assigned workweek and a full day’s pay per day on off-duty days unless such employee is called and released from such stand-by assignment by the District prior to the beginning of the stand-by duty. All stand-by pay shall be paid at existing straight time rate of pay.
- B. Employees who are called in while on stand-by shall receive stand-by compensation for only those actual hours they were on stand-by.

5.0 PENSION BENEFITS

5.1 PENSION CONTRIBUTIONS

Effective no later than the first full pay period following sixty (60) days after ratifications of this Agreement and retroactive to July 1, 2019, all miscellaneous classic bargaining unit employees shall contribute six percent (6%) of pensionable income to CalPERS and all miscellaneous PEPRA bargaining unit employees shall continue to contribute fifty percent (50%) of the normal cost as determined by CalPERS, which is seven percent (7%) effective July 1, 2019. Effective no later than the first full pay period following sixty (60) days after ratification, all miscellaneous bargaining unit employees shall receive a 1.4428% base pay increase retroactive to July 1, 2019.

Effective the first full pay period after January 1, 2020, all classic miscellaneous bargaining unit members shall contribute seven percent (7%) of pensionable income to CalPERS and all PEPRA bargaining unit employees shall contribute seven percent (7%) of pensionable income to CalPERS and all miscellaneous bargaining unit employees shall receive an additional 0.7214% base pay increase.

Effective the first full pay period after July 1, 2020, all miscellaneous bargaining unit members shall contribute eight percent (8%) of pensionable income to CalPERS and all miscellaneous bargaining unit employees shall receive an additional 0.7214% base pay increase.

Thereafter, if fifty percent (50%) of the normal cost exceeds eight percent (8%), the PERA employees shall continue to contribute fifty percent (50%) of the normal cost as determined by CalPERS. It is understood that under PEPRA, bargaining unit employees subject to PEPRA may be required to contribute over eight percent (8%) of pay to pension in certain years.

To the extent permitted by law, the District agrees that should the current rate of statutory classic employee contributions to CalPERS increase beyond eight percent (8%) during the term of this Collective Bargaining Agreement, the District shall include such rate increase in the affected employer pick up on behalf of bargaining unit members determined by CalPERS rules to be classic members. The parties agree that any additional cost to the District resulting from any increase in the percentage level of employee contributions occurring after November 1979 shall be borne by the District until the expiration of this Agreement.

Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of receipt of said pick up by the District or any penalty that may be imposed therefore.

Consistent with Sections 3.1 and 3.2, AFSCME pay bands shall also be adjusted by the amount of base pay increases as set forth herein.

5.2 RETIREMENT BENEFITS

- A. The District shall provide the two percent (2%) at age 55 retirement plan formula for miscellaneous bargaining unit members determined by CalPERS rules to be classic members. The District shall provide a two percent (2%) at age 62 retirement plan formula, as mandated by PEPRA, for all miscellaneous bargaining unit members determined by CalPERS rules to be PEPRA members.
- 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. To partially offset the cost of the 2% at 55 retirement benefit, effective July 1, 1992, the District retained 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 payment of these contributions during the term of the Agreement is subject to the terms of Section 5.5 MPPP and Section 6.2 PERS Medical.

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.

5.3 PENSIONER'S LIFE INSURANCE

Life insurance will be provided to all employees who retire from the District on either a service or a disability retirement as follows:

- A. First year of retirement, fifty percent (50%) of the employee's annual base earnings rounded to the next higher even thousand dollars (\$1,000);
- B. Second year of retirement, forty percent (40%) of the employee's annual base earnings rounded to the next higher even thousand dollars (\$1,000);
- C. Third year of retirement, thirty percent (30%) of the employee's annual base earnings rounded to the next higher even thousand dollars (\$1,000);
- D. Fourth and subsequent years of retirement, twenty percent (20%) of the employee's annual base earnings rounded to the next higher even thousand dollars (\$1,000).

This section is subject to the provisions of Section 3.1 Group Insurance and District Self Funded Plans General.

5.4 PERS DEATH BENEFIT

All employees are eligible for a basic death benefit through the Public Employees' Retirement System (PERS) if they should die before retirement. If an employee is not eligible to retire at the time of death (under age fifty [50] or less than five [5] years of credited service), the employee's beneficiary will receive a refund of the employee's contributions with interest and an additional sum of one (1) month's salary rate for each year of current service to a maximum of six (6) months salary.

5.5 MONEY PURCHASE PENSION PLAN

- A. The District will continue to deposit an amount equivalent to six and sixty five hundredth's percent (6.65%) of the employee's base rate monthly compensation (after deducting the first one hundred thirty three dollars and thirty three cent [\$133.33] paid during the month) up to a maximum

annual contribution of one thousand eight hundred and sixty eight dollars and sixty-five cents (\$1,868.65) into a Money Purchase Pension Plan (MPPP) for employees. The base rate monthly compensation equals one hundred seventy-three and one-third (173.33) hours X base straight time hourly rate.

- B. Effective January 18, 1982, the District, in addition to the above described deposits, began contributions at one and six hundred twenty-seven thousandth's percent (1.627%) of payroll to the District's Money Purchase Pension Plan. The District agrees to continue these contributions for the life of this Agreement.
- i. Effective July 1992, the District shall begin contribution of the one and six hundred twenty-seven thousandth's percent (1.627%) of payroll to the Public Employees' Retirement System (PERS) to provide for the two percent (2%) at 55 "miscellaneous" retirement feature. This payment shall continue until June 30, 2012. After that date the District shall begin contribution of this amount to the District's Money Purchase Pension Plan.
 - ii. During the term of this Agreement, the District shall retain .0888% of the 1.627% MPPP contribution in addition to the thirty-seven dollars (\$37) per month and forty dollars (\$40) per month to be used as specified in subsections B.2 and D.5 of Section 6.2.
- C. If the District's employer PERS account becomes superfunded in any fiscal year commencing before the fiscal year beginning July 1, 2034, and, if in the next fiscal year the Retiree Health Benefit Trust (see Section 6.2) has an unfunded actuarial liability as determined by the District's actuaries, the District shall, at the commencement of the fiscal year after superfunding status begins, discontinue its payment of the Employer Paid Member Contributions EPMC for members of the bargaining units from the operating budget and shall instead direct an equal amount into the District's Retiree Health Benefit Trust.
- D. The parties agree that with the exception of changes which are necessary or desirable to obtain or maintain the qualified status of the plans, the District shall not change, amend, terminate, alter or modify the written plan documents governing the implementation and administration of the District's Deferred Compensation Plan and Qualified Money Purchase Pension Plan adopted by the District's Board of Directors on December 18, 1980, insofar as such action would affect employees represented by AFSCME Local 3993 without the written mutual agreement of all parties.

5.6 SURVIVOR BENEFITS

Subject to the restrictions, limitations and eligibility requirements of the applicable health plans, employees may elect a survivor benefit which would pay a portion of premiums or provide reimbursement for the enrollment of their previously eligible covered survivor(s) in the medical, dental, and vision care plans upon the death of the employee. The cost for this program is fifteen dollars (\$15) per month. After the employee's death, the survivor must continue to contribute fifteen dollars (\$15) per month to receive the medical, dental, and vision coverage.

Full-time employees in the bargaining unit who did not enroll in the survivor benefits program described in the preceding paragraph within the 90 day period following hire will be permitted to enroll during a one-time-only thirty (30) day open enrollment period to be conducted at a time determined by the District's Benefits Manager but commencing no later than 120 days following the signing of this 2001-05 agreement by the parties hereto. Such enrollment shall be conditioned on the employee first paying to the District, at the time of enrollment, an amount equal to fifteen dollars (\$15) per month plus interest at the rate of four percent (4%) annually (prorated for partial years) retroactive to the employee's date of hire or April 1, 1992 (whichever is later). Continued participation after enrollment is properly completed in accordance with the one-time open enrollment period provided in this paragraph shall be governed by the terms and conditions of the program as otherwise specified in this section.

Part-time employees (less than 40 hours per week) and employees who are ineligible for District health plan coverage, including, without limitation, limited term intermittent employees, are ineligible for the Survivor Benefits Program. In order for the survivor of an employee or retiree who dies before the effective date of this Survivor Benefits Program to be eligible for survivor benefits, the employee and survivor must have been covered by District medical benefits at the time of termination by death or retirement. In order for the survivor of an employee or retiree who dies after the effective date of this Survivor Benefits Program to be eligible for survivor benefits, the employee/retiree and survivor must have been covered by District medical benefits and enrolled in the Survivor Benefits Program at the time of death.

Payment for those who choose this benefit must commence within ninety (90) days of the beginning of the onetime open enrollment period for the program. This benefit shall be made available to eligible new hires when they commence the fifteen dollars (\$15) monthly assessment within ninety (90) days of hire. Former employees who retired prior to the effective date of this survivor benefits program are not eligible for this program. Survivors

of employees or retirees who died after 11/17/88 and prior to the effective date of this program will have a specified one-time open enrollment period to elect this or a similar reimbursement benefit described below.

Failure to pay the required fifteen dollars (\$15) per month assessment by the due date established by the District shall permanently and irrevocably terminate eligibility for the Survivor Benefits Program.

The various categories of individuals eligible to elect this program, and the additional conditions applicable to each category, are described below.

Survivors Of Employees Who Die In Service After The Effective Date Of Survivor Benefits Program

The survivors of employees who were not eligible for a PERS retirement allowance and who die in service after the effective date of the Survivor Benefits Program are eligible for benefits if they are eligible under the optional PERS Survivors Benefits Program provided for at Government Code 22821 (the optional program). The District will pay the entire premium to PERS for the optional program upon payment of the fifteen dollars (\$15) per month contribution.

The survivors of employees who were eligible for a PERS retirement allowance and who die in service after the effective date of the Survivor Benefits Program are eligible for survivor benefits only if the survivors are receiving a survivor's allowance from PERS and having the survivor's portion of the retiree medical premium withheld from the allowance. They will be reimbursed for the difference between the amount withheld and the required fifteen dollars (\$15) per month contribution. However, if the surviving spouse is not eligible for a PERS annuity only because he/she was married to the employee for less than a year, or only because he/she was a PERS annuitant and became ineligible for an annuity because of remarriage, the District will provide medical benefits as follows:

If the survivor meets the eligibility requirements for the optional PERS program, the District will pay the entire premium to PERS for the optional program upon payment of the fifteen dollars (\$15) per month contribution;

If the survivor does not meet the eligibility requirements for the optional program, the District will reimburse the survivors for medical premiums paid for any medical plan or coverage in which they may participate, less the required fifteen dollars (\$15) per month contribution. The maximum medical reimbursement will be based on the highest PERS medical plan premium applicable to their covered family size or the actual cost of their medical

insurance, whichever is lower. Reimbursement will be made on a monthly basis. Proof of payment of medical premiums shall be required.

Survivors Of Employees Who Died In Service After 11/17/88 But Before Effective Date

The survivors of employees who died in service after November 17, 1988 but before the effective date of this program may elect the survivor benefits. If the survivors are receiving a survivor's allowance from PERS and having the survivor's portion of the retiree medical premium withheld from the allowance, they will be reimbursed for the difference between the amount withheld and the required fifteen dollars (\$15) per month contribution. If the survivors are not receiving a survivor's allowance from PERS, the District will provide dental and vision coverage and will reimburse the survivors for medical premiums paid for any medical plan or coverage in which they may participate, less the required fifteen dollars (\$15) per month contribution. The maximum medical reimbursement will be based on the highest PERS medical plan premium applicable to their covered family size or the actual cost of their medical insurance, whichever is lower. Reimbursement will be made on a monthly basis. Proof of payment of medical premiums shall be required.

Survivors Of Retirees Who Died After 11/17/88 But Before Effective Date

The survivors of retirees who died after November 17, 1988 but before the effective date of this program may elect survivor benefits. If the survivors are receiving a survivor's allowance from PERS and having the survivor's portion of the retiree medical premium withheld from the allowance, they will be reimbursed for the difference between the amount withheld and the required fifteen dollars (\$15) per month contribution. If the survivors are not receiving a survivor's allowance from PERS, the District will provide dental and vision coverage and will reimburse the survivors for medical premiums paid, less the required fifteen dollars (\$15) per month contribution. The maximum medical reimbursement will be based on the highest PERS medical plan premium applicable to their covered family size or the actual cost of their medical insurance, whichever is lower. Reimbursement will be made on a monthly basis. Proof of payment of medical premiums shall be required.

Survivors Of Retirees Who Die After Effective Date Of Program

The survivors of retirees who retired before the effective date of this program but who die after the effective date are ineligible for this program. If an employee who elected this program retires and then dies, his or her

survivors are eligible for dental and vision coverage, but medical coverage will be provided only if the survivors are receiving a PERS survivor's allowance. However, if the PERS survivor's allowance is not available only because the survivor and employee were married less than one year, or because the survivor remarries, then the District will reimburse the survivor for medical premiums paid, less the required fifteen dollars (\$15) per month contribution. The maximum medical reimbursement will be based on the highest PERS medical plan premium applicable to their covered family size or the actual cost of their medical insurance, whichever is lower. Reimbursement will be made on a monthly basis. Proof of payment of medical premiums shall be required.

The District reserves the right to terminate or change any part or all of the Survivor Benefits Program at any time with respect to active or retired employees or survivors. 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 survivor benefits coverage shall terminate upon the expiration of this Agreement.

The effective date of this Survivor Benefits Program shall be the first day of the second month following the effective date of the PERS Medical contract.

6.0 MEDICAL, VISION & DENTAL BENEFITS

6.1 GROUP INSURANCE & DISTRICT SELF-FUNDED PLANS—GENERAL *

- A. The terms, conditions and provisions of all current group insurance policies issued by insurance companies to the District, or hereafter negotiated between the parties, and of all self-funded employee benefits plans, exclusive of the Money Purchase Pension Plan and the Deferred Compensation Plan, under which individual employees are to receive benefits, are incorporated by reference herein and shall be controlling in all matters pertaining to benefits hereunder.
- B. The District agrees that it will not change, or seek to change, the benefits under the group insurance policies, or under the self-funded benefit plans or fail to provide reasonable and customary claims services under which individual employees are to receive benefits, without mutual agreement of the parties to this Agreement.
- C. The District agrees that it will promptly notify the Union of any proposed changes to group insurance policies or self-funded benefit plans which may be mandated by law or required by insurers, or proposed by the District.

D. Married employees and employees in an eligible domestic partnership, who both work for the District shall receive full coverage under group insurance policies and self-funded benefit plans. They shall each receive their allotted employee and dependent coverage. In no event will these employees or their dependents be entitled to such combined coverage in excess of their actual expenses.

The definition of a dependent for the purposes of District-paid medical benefit plans shall be as follows:

1. The covered employee's legally wedded spouse or domestic partner per Board Resolutions 4455 and 4757, BART eligibility guidelines and health plan eligibility guidelines.
2. The unmarried, a) natural born child, b) legally adopted child, c) Step child or d) child of the employee or the employee's domestic partner for whom the covered employee or employee's domestic partner became the guardian before age 19 who is under age 19 and dependent on the covered employee for their principal support and maintenance. This also includes any such child as listed above who is under age 23 (or under age 24 in accordance with the individual health plan) provided they are attending school on a continuous, full-time basis (12 units or more), at an accredited academic or vocational institution.
3. This also includes any such child as listed above who is incapable of sustaining employment by reason of mental retardation or physical handicap, if such was incurred prior to age 19 (or prior to age 23, or prior to age 24 in accordance with the individual health plan, if the child was attending school as a full-time student as defined above), provided the child resides in the covered employee's household or a custodial facility.
4. Any unmarried child (including the eligible child of an employee's domestic partner) under age 19 (or prior to age 23, or prior to age 24 in accordance with the individual health plan, if attending school as a full-time student as previously defined) for whom the covered employee is mandated by court decree to provide health benefits.
5. Proof of dependency and/or incapacity must be furnished during the period specified by BART.
6. The parties agree that the second paragraph of this section means that the District will not make changes to current group insurance policies which adversely affects the level of benefits without mutual agreement of the parties.

*** Minute Clarification**

This Section shall not apply to benefits which are provided pursuant to Section 6.2 – PERS-Medical & Prescription Drug Benefits and Section 5.6 – Survivor Benefits. Section 6.2 – PERS-Medical & Prescription Drug Benefits and the PERS rules, regulations and plan documents shall control on all issues concerning medical and prescription drug benefits.

6.2 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 5.6, 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.

B. Employee and Retiree Contributions for Health Insurance

All employees eligible for PERS medical benefits who enroll for such benefits shall be responsible for a premium contribution in the amount of twenty-four dollars and fifty-eight cents (\$24.58) per month, except as provided below.

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 | \$143.70 |
| 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. During the term of this Agreement, the employees' premium contribution shall be increased by thirty-seven dollars (\$37) per month as follows: 2014 - \$132.01; 2015 - \$134.86; 2016 - \$137.79; 2017 - \$140.82; 2018 - \$143.93; 2019 - \$147.14; 2020 - \$150.44; 2021 - \$153.85; 2022 - \$157.35; 2023 - \$160.96; and 2024 - \$164.68. In 2025 and 2026 the thirty-seven dollars (\$37) premium contribution shall be increased by three dollars (\$3) to forty dollars (\$40) per month as follows: 2025 - \$171.51; 2026 - \$175.46. For active employees the additional contribution shall be deducted from the one and six hundred twenty-seven thousandths percent (1.627%) money purchase pension plan contribution.
3. 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 shall contribute an amount up to the applicable 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 equal to the Bay Area Basic Premium Rates for the PERS HMO Blue Shield Access+ or PERS HMO Kaiser Plan, whichever is greater, less the employee and retiree contributions provided for in 6.2 B above. This District contribution shall be the District's maximum payment toward employee health insurance premiums. Employees and retirees electing coverage with a cost greater than the District's maximum contribution shall have the difference deducted automatically from the unit member's pay, in addition to amounts to be deducted in accordance with subsection B above.

D. Retiree Insurance Funding

Beginning July 1, 2024, the District shall adopt a methodology to repay unfunded actuarial liabilities in a manner that maintains retiree health benefit security for retirees while minimizing substantial variations in employer contribution rates from year to year. This methodology will allow the District to gradually fully fund the Retiree Health Benefit Trust ("RHBT").

The new methodology replaces a previous requirement that the District fund all unfunded retiree health benefit liability by a fixed date. In any given fiscal year, unfunded actuarial liability fluctuates due to a number of factors, such as changes to benefits, actual investment returns deviating from assumed investment returns, and changes to actuarial assumptions. The new methodology will allow the District to continuously amortize changes to unfunded actuarial liabilities over 20-years as follows:

1. On a fiscal year basis, the base payment to the RHBT shall be the contribution amount necessary to fully amortize the unfunded actuarial liability over a rolling 20-year period. The specific amount required in each year to fully fund the RHBT over the 20-year period will continue to be determined by an independent actuarial expert based on a study of the retiree medical insurance plan liabilities and funding needs after the end of each fiscal year.
2. The District may defer its contribution, or portion thereof, to the RHBT defined in 1 above, in a fiscal year by meeting the following requirements:
 - a. The funding level of the RHBT is at or above 40%. Unless there is mutual agreement of the parties, the District shall not defer payments to the RHBT if the funding level of the RHBT drops below 40%; and
 - b. Starting in Fiscal Year 2029 (FY29), in addition to paragraph a above, a projected operating budget deficit of \$50 million or more dollars, exclusive of capital allocations, within any of the two upcoming fiscal years.
3. Each contribution, or portion thereof, defined in paragraph 1 that is deferred pursuant to paragraph 2, shall be paid by the District over a 30-year amortization period.

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 6.2 A.

The District shall make a monthly payment of three hundred and fifty dollars (\$350.00) “in lieu of medical” to each eligible employee who opts out of Section 6.2.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 Section 6.2.A. coverage may subsequently enroll in such coverage as permitted under the terms of the plan(s) described in Section 6.2.A.

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, and the annual studies conducted pursuant to Article 6.2.D.1, etc. 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.

G. Retiree Health Benefits Trust

The Trust Agreement was amended 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.
4. 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.

H. Retiree Medical Insurance Eligibility

The parties agree that with respect to District employees first hired after January 1, 2014, 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 (15) 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:

| <u>YEARS</u> | <u>PERCENT</u> |
|--------------|----------------|
| 10 | 50% |
| 11 | 60% |
| 12 | 70% |
| 13 | 80% |
| 14 | 90% |
| 15 | 100% |

4. The full contribution level shall be available for post-retirement 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 January 1, 2014.
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.

*** 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.

6.3 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:

| <u>COVERAGE</u> | <u>INTERVALS</u> |
|------------------------|-------------------------|
| 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 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 Vision Care 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.

6.4 DENTAL CARE PLAN *

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 prosthodontic 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 prosthodontic 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.

7.0 SUPPLEMENTAL BENEFITS

7.1 GROUP LIFE INSURANCE

A. Basic Life Insurance

1. The District will provide a Basic Group Life Insurance Policy (Basic Group) with accidental death and dismemberment coverage for each employee, equivalent to two (2) times the employee's annual base earnings, two thousand and eighty (2,080) hours X base straight time hourly rate, rounded to the next higher even thousand dollars (\$1,000).
2. Coverage reduces thirty-five percent (35%) of the Basic Group amount at age sixty-five (65), fifty percent (50%) at age seventy (70), sixty-five percent (65%) at age seventy-five (75) and will remain at the thirty-five percent (35%) level until the employee retires.

B. Additional Life Insurance

1. Employees are eligible to participate in Additional Life Insurance (Additional Life) which is a flat amount equal to one (1) times the employee's annual base earnings, two thousand and eighty (2,080) hours X base straight time hourly rate, rounded to the next higher even thousand dollars (\$1,000) with accidental death or dismemberment provisions. Premiums for this coverage are paid fifty percent (50%) by the District and fifty percent (50%) by the employee.
2. Coverage reduces thirty five percent (35%) of the Additional Life amount at age seventy (70), sixty-five (65%) at age seventy-five (75) and will remain at the thirty-five percent (35%) level until employee retires.

C. Voluntary Life Insurance

1. All employees are eligible to purchase this coverage at their individual option. The plan provides protection in a flat amount equivalent to one (1) times the employee's annual base earnings, two thousand and eighty (2,080) hours X base straight time hourly rate, rounded to the next higher even thousand dollars (\$1,000) with accidental death and dismemberment provisions (AD&D). Premiums for this coverage are fully paid by the employee.
2. Coverage reduces thirty-five percent (35%) of the Voluntary Life amount at age sixty-five (65), fifty percent (50%) at age seventy (70), sixty-five percent (65%) at age seventy-five (75) and will remain at the thirty-five percent (35%) level until employee retires.

Employees who participate in either plan or both will be required to sign a payroll deduction authorization form for the premiums.

7.2 DISABILITY COVERAGE

A. Short Term Disability Coverage – Basic

1. The District will continue to maintain Basic Short Term Disability (STD) coverage with a maximum monthly benefit of sixty-six and two-thirds percent (66 2/3%) of the base monthly salary subject to the following maximum benefit amounts:

| Weeks of Disability | District Paid Basic STD | Employee Paid Voluntary |
|------------------------------------|--------------------------------|--------------------------------|
| 1 st – 26 th | \$1,103.28 | |

At no time will disability coverage be less than the level mandated by State law.

2. Employee Paid Short-Term Disability Coverage - Voluntary

Employees may purchase additional Short Term Disability coverage to insure payment of up to sixty-six and two-thirds percent (66-2/3%) of the base monthly salary, subject to the above listed Voluntary maximum benefit amounts.

Premiums for this additional coverage shall be fully paid by the employee.

B. Long Term Disability Coverage – Basic

1. The District will continue to maintain Basic Long Term Disability (LTD) coverage with a maximum monthly benefit of sixty-six and two-thirds percent (66 2/3%) of the base monthly salary subject to the following maximum benefit amount:

| Weeks of Disability | District Paid Basic LTD | Employee Paid Voluntary * LTD |
|-----------------------------|--------------------------------|--------------------------------------|
| After 26 th Week | \$3,335 per mo. | \$5,000 per mo. |

2. Employee Paid Long-Term Disability Coverage - Voluntary

Employees may purchase additional Long Term Disability Insurance to insure payment of up to sixty-six and two-thirds percent (66-2/3%) of the base monthly salary subject to the above-listed maximum benefit amount.

Premiums for this additional coverage shall be fully paid by the employee.

Eligibility of employees to purchase additional Short Term and Long-Term Disability coverage shall be subject to medical certification of insurability at the employee's own expense.

NOTE: * Voluntary maximum benefit amount includes the Basic benefit provided by the District.

7.3 PASS PRIVILEGES

- A. The District will provide an identification card for two (2) representatives designated by name by the Union authorizing free transportation on the system. The District will provide free transportation over its lines during normal hours of operation to full time employees and pensioners and their spouses and dependent children, provided they properly display their District identification card.
- B. Dependent children under the age of five (5) years will not be required to display their identification cards. Dependent children include unmarried children (including legally adopted children) to their nineteenth (19th) birthday, or to their twenty third (23rd) birthday if they are enrolled full time at an accredited institution of learning, provided such children are dependent on the employee for their support and maintenance.
- C. There will be a ten dollar (\$10) fee to replace an employee's identification card. In any twelve (12) month period:
 - 1. Dependents will be charged a fifteen dollar (\$15) fee to replace a dependent's first identification card.
 - 2. The fee to replace any subsequent dependent's identification card shall be twenty dollars (\$20).
 - 3. On the third request, and any subsequent requests, the fee to replace the identification card shall be twenty-five dollars (\$25) and there will be a three (3) month waiting period.These fees may be waived by the District upon verifiable proof of the reasonableness of loss or destruction.
- D. Failure to properly display identification or any attempt to misuse this privilege will be cause for refused entry into the system, revocation of privilege and/or disciplinary action.
- E. Pass privileges will be revoked when an employee is terminated from the District.
- F. Spouses' pass privileges terminate upon dissolution of marriage. The employee must notify the District when the marriage is dissolved.

- G. Spouse's and eligible dependent children's pass privileges shall continue upon the retirement of an employee. When an employee who has retired from District services dies: 1) his/her spouse's pass privileges shall terminate upon the surviving spouse's remarriage; 2) eligible dependent children's pass privileges shall terminate five (5) years after the retiree's death or upon the expiration of the time periods set forth in this Section, whichever occurs first.
- H. If an employee dies as the result of a District job related accident, the following shall occur:
 - 1. If the employee has been employed by the District for less than five (5) years, the surviving spouse's pass privileges shall terminate five (5) years after the employee's death or upon the surviving spouse's remarriage, whichever occurs first;
 - 2. If the employee has been employed by the District for more than five (5) years, the surviving spouse's pass privileges shall terminate upon the spouse's remarriage;
 - 3. Eligible dependent children's pass privileges shall terminate five (5) years after the employee's death or upon the expiration of the time periods set forth in this Section, whichever occurs first.
- I. If an employee dies as a result of a non job-related injury or illness, and at the time of death he/she has been an employee of the District for at least five (5) years and is at least fifty (50) years of age, the employee's surviving spouse's pass privileges shall terminate upon the spouse's remarriage.
- J. An employee's eligible domestic partner and their eligible children shall be entitled to the same pass privileges under this section as spouses and dependent children of the employee, per Board Resolutions 4455 and 4757.

7.4 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 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 as follows: In fiscal year 2014, a maximum of one thousand two hundred fifty dollars (\$1,250.00); in fiscal year 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).
- C. The maximum amount that an employee may be reimbursed under this program in any fiscal year is two thousand dollars (\$2,000).

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 12.1 of this Agreement, resulting in employee being placed in layoff 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.

7.5 EMPLOYEE ASSISTANCE PROGRAM

The District will continue to provide a referral program for the purpose of assisting in a confidential manner, employees and their families with marital, psychological, alcohol or drug problems to obtain counseling and other services.

The District shall retain a consultant to provide referrals as appropriate in the above described problem areas. The District shall pay the cost of this consultant’s referral services, which will constitute the entire District monetary contribution to this program.

The costs for all other services provided to employees or their families under this program shall be borne by the participating employee/family member to the extent such services are not covered by the employee’s medical or other benefit plans.

7.6 MEAL ALLOWANCE

A fifteen dollar (\$15) meal allowance shall be paid to Union members who work twelve (12) continuous hours.

7.7 TRAVEL ALLOWANCE

A. Travel Expense – Local

Insofar as possible, authorized travel within the District shall be by local transit facilities or by District automobile. In the event taxicab use is necessary, actual reimbursement shall be paid. In the event private automobile is used, the Internal Revenue Service standard mileage rate, plus actual parking and toll fees shall be paid by the District. While on assigned District business away from the employee's assigned office or area, reimbursement for lunch expense will be that portion of the lunch expense that is in excess of that which would normally be paid were the employee working at the office or area. Reimbursement under this policy shall not exceed the amount established in Section XI, Meals and Related Expenses, of the District's Management Procedure No. 20, Reporting and Reimbursement of Employee Expenses.

B. Travel Expense – Outside of District

Travel for distances in excess of one hundred fifty (150) miles will be provided by public carrier. Mode of travel and commencement of travel status will be determined by the District prior to departure. Hotel charges will be reimbursed at actual cost. Actual costs of meals will be reimbursed when traveling outside the District. Other necessary travel expenses including, but not limited to, local transportation, telephone, laundry and cleaning, will be reimbursed on the basis of actual cost to the employee.

C. Travel Allowance

When assigned outside the District in excess of twenty four (24) hours, employees of the District may, in lieu of receiving reimbursement for actual costs of travel, elect to receive actual receipted cost of lodging, plus an allowance established by the District's Management Procedure No. 20, Section II, Travel Outside the District as reimbursement of all other travel costs. Effective July 1, 1984, this allowance shall be increased to thirty-five dollars (\$35) per day.

D. Employees may choose either "B" or "C" for travel expenses. If "B" is selected, a reasonable cash or check advance in such sums as may be

deemed necessary, considering the character of the expense, shall be made.

7.8 ASSAULT INSURANCE

The District will provide Assault Insurance as indicated under the existing insurance policy in the amount of seventy-five thousand dollars (\$75,000) for each District employee.

7.9 TRAINING

The Union and the District agree the District will provide training for each job category and for each employee, which will result in a competent staff and provide individuals with reasonable growth opportunities.

The District will provide training programs, which will enable each individual to maintain his/her basic skills, knowledge and abilities. Such programs will encompass job training to maintain and develop skills and to provide opportunities for the personal growth of all employees.

The District will conduct a training needs assessment during the life of the agreement. The intent of the needs assessment is to identify a core set of skills that are applicable to a broad number of employees in job classifications in areas such as problem solving, action planning, effective communication, conflict resolution, presentation skills and other such job related skill needs. The District will develop a training plan based on the analysis of the needs assessment. The Union may provide input in the design of the needs assessment and in the review of the training plan.

Employees will be eligible for up to twenty-four (24) hours of training during the life of the agreement in the core set of skills identified in the needs assessment. The training is subject to departmental approval for job relatedness and/or career development and scheduling.

The District and up to five (5) representatives of the Union will meet within ninety (90) days after mutual contract signing to discuss and receive input from the Union on existing and potential new training opportunities.

7.10 SAFETY SHOES

Safety shoes shall be worn by employees when required by the District during their on-duty hours. The District will reimburse each employee required to wear safety shoes up to one hundred twenty-five (\$125.00) dollars annually.

The safety shoes shall be the best suited to the employee's work environment and meet OSHA requirements.

Annual payment for the purchase and maintenance of safety shoes will be made in the month of September of each fiscal year on a separate check.

8.0 LEAVES AND LEAVE OF ABSENCE

8.1 MILITARY LEAVE

Employees of the District who are ordered to active duty with the United States Armed Forces for a period not to exceed one hundred eighty (180) days per Fiscal Year, including travel time, will be granted a temporary military leave of absence for time required to meet military obligations as established by State and Federal law. Employees must furnish the District with a copy of the orders as early as possible prior to such leave.

During such Military Leave, employees with one (1) year or more of District service will be eligible for their existing straight time rate of pay for the first thirty (30) days per Fiscal Year of any such absence.

For purposes of this Section, weekend (i.e., Saturday and Sunday) military training sessions shall not be considered as Military Leave; however, employees who have military training sessions on weekends, and whose assigned workweek includes Saturday or Sunday, or both, may request adjustment of their scheduled days off where work is available which they are qualified to perform in order to attend such sessions without loss of pay. Employees must request such arrangements in writing as far in advance as possible and provide verification of attendance upon return to work. No additional compensation, shift premiums or other extra costs to the District shall result from such adjustments.

8.2 PARENTING LEAVE

A. A Parenting Leave of absence will be granted each employee covered by this Agreement who becomes pregnant. Such leave will begin no later than the date the employee's doctor states in writing she should discontinue working.

B. The Parenting Leave will continue until the date on which the employee's doctor states in writing she is released to return to work from pregnancy or pregnancy related physical conditions, or until such time as an additional leave of absence granted by the District expires.

- C. The parties agree the District will amend its Short-Term Disability Insurance Plan to provide that employees who are determined to be disabled due to pregnancy or childbirth and are otherwise eligible for District short-term disability insurance benefits will not have to exhaust this accrued sick leave prior to receiving short-term disability insurance benefits. Employees determined to be disabled due to pregnancy or childbirth may utilize their accrued sick leave to supplement District disability insurance benefits so that their disability benefits and sick leave benefits combine to meet but not to exceed their base salary.
- D. The parties agree that in Parenting Leave cases involving the father of the child, the District shall comply with all applicable State and Federal Laws Including the California Family Rights Act (CFRA).
- E. Employees of either gender shall be eligible for Parenting Leave for the placement of a child for adoption or foster care.

8.3 BEREAVEMENT LEAVE *

When a death occurs or appears imminent in the immediate family of an employee, the employee shall be granted up to a total of 40 hours for current spouse, eligible domestic partner (per Board Resolutions 4455 and 4757) and immediate family members of cumulative leave without loss of pay, payable only if the days of leave are regularly scheduled workdays. 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, eligible dependent child of an employee's domestic partner, parent, brother, sister, grandparent; and current, mother-in-law, father-in-law, step-parent, step-child and legal guardian.

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

*** Minute Clarification**

In agreeing to continue existing language in this Section, the parties understand that alternate forms of leave, e.g., compensatory time, 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.

*** Minute Clarification**

Employees will be eligible for bereavement leave for his/her domestic partner only if the partnership meets the criteria of Board Resolutions 4455 and 4757 and BART eligibility guidelines.

8.4 JURY DUTY

Pursuant to State law, an employee shall be excused from work on a workday on which he/she performs jury service, providing he/she gives prior notification to his/her supervisor. During such excused absence, an employee shall be paid up to an amount of the difference between jury fees and his/her existing shift earnings, exclusive of reimbursable travel expenses.

No such payment will be made to an employee excused for jury service unless a statement is provided to the District showing the amount of fees paid or payable and time spent in jury service.

When an employee has served five (5) consecutive days on jury duty and that service conflicts with one or more of the employee's RDOs, the employee has the option to reschedule his/her RDOs with his/her supervisor without additional cost to the District.

If the court recesses for the day without discharging the employee from jury duty or discharges the employee from jury duty, the employee may use a floating holiday or accumulated vacation for the next scheduled shift.

Also, if the employee's active jury duty encompasses a portion of his or her normally scheduled (i.e., non-jury duty) days off, he or she shall receive the following Saturday and/or Sunday as a day(s) off. If the employee performs active jury duty on the first normally scheduled RDO, Saturday shall be a substitute RDO. If the employee performs active jury duty on his or her second normally scheduled RDO (or third in the case of four-ten employees), Sunday shall be a substitute RDO.

The employee shall notify his or her supervisor of his or her election to work or use holiday or vacation time as provided above in accordance with his or her department's normal departmental reporting procedures.

8.5 WITNESS DUTY

An employee shall be excused from work for the actual hours required by the court, including travel time to/from work on a workday on which he/she

is subpoenaed as a witness in court, before a Grand Jury or for a deposition, providing he/she gives prior notification to his/her supervisor. During such excused absence, an employee shall be paid up to an amount of the difference between the witness fees and his/her existing shift earnings for actual work time lost, exclusive of reimbursable travel expenses.

If an employee is subpoenaed as a witness in court, before a Grand Jury or for a deposition on his/her regular day off on a matter related to his/her employment with the District, the employee shall be paid up to an amount of the difference between the witness fees and his/her applicable rate exclusive of reimbursable travel expenses. In such cases, the employee must provide to his/her supervisor a copy of the subpoena and a statement of the witness fees paid or payable as a condition of being paid.

The pay provisions of this Section shall not apply when an employee is required to appear in court or at a deposition in any matter in which he/she is the plaintiff or as a result of any activities not related to BART employment.

8.6 LEAVE OF ABSENCE *

Employees occasionally may request time off without pay. When such time off becomes necessary, it must be requested through the employee's immediate supervisor.

A leave of absence, for the purposes of this Section, is defined as an absence from work requested in writing by a District employee and approved in writing by the employee's Department Head and by the Department Manager of Human Resources. Such leaves must specify an agreed upon period of time normally longer than two (2) days but not to exceed six (6) calendar months.

Leaves of absence generally fall into the following categories:

- A. **Emergency Leave:** To assist an employee in taking care of crisis circumstances or conditions which cannot normally be handled while working full time.
- B. **Vocational/Educational Leave:** To assist an employee in preparation for possible upward mobility in the District. (The District makes no representation that leave for such purpose will result in promotions or transfers.)
- C. **Leave for Personal Matters:** To allow employees time off to attend to such matters which are not urgent and are purely personal in nature, but which are of such character as to require a short absence from work.

D. Voluntary Service Leave: To allow employees time off who are volunteer members of a federal, state, or local certified fire department, police department, or American Red Cross.

The District will determine the length of time it will grant for such leave in each individual case. The District reserves the right to extend a given leave if it deems it desirable to do so. The District may grant a leave of absence when an employee still has accrued leave in a leave bank(s), however the District shall require usage of all available accrued leave prior to granting leave without pay.

During the period of time in which an employee is on a leave of absence, he/she shall accumulate service with the District.

Any employee who fails to return to work upon conclusion of the agreed upon leave of absence shall be considered to have resigned his/her employment with the District in accordance with Section 12.4, Job Abandonment.

Employees on leave of absence shall have the option to pay any costs involved, in order to continue to participate in health and welfare programs and life insurance.

*** Minute Clarification**

The parties agree that requests for leave of two (2) days or less shall be made through the employee's immediate or appropriate supervisor. The District agrees to notify the Union of leaves of absence approved pursuant to this section which are in excess of thirty (30) days.

9.0 VACATION & HOLIDAY PROVISIONS

9.1 VACATION *

The District will grant three (3) weeks of vacation following one (1) year of service, four (4) weeks of vacation after five (5) years of service, five (5) weeks vacation after fourteen (14) years of service and six (6) weeks vacation after nineteen (19) years of service.

Each employee shall forego the accrual of eight (8) vacation hours in Fiscal Year 2014, toward implementation of the new pay progression plan as follows: beginning in the second pay period after ratification of the Agreement by the Union and approval of the Agreement by the Board of Directors, current employees will forego two hours of new vacation accrual each pay period for four successive pay periods. New accrual will be

reduced in the same manner for employees newly hired or promoted into the Supervisory Unit during Fiscal Year 2014.

Provided adequate notice is given, employees will be permitted to take four (4) uninterrupted weeks of vacation at least every other year. If an approved vacation is cancelled by the District, the employee is entitled to be reimbursed for actual and reasonable unrecovered expenses.

When an employee terminates or retires, he/she shall be granted pro rata vacation cash payoff based upon his/her accrued credits.

Vacation allocation will be scheduled throughout the calendar year; however, to the maximum extent possible, consideration consistent with operating requirements will be given. No request for vacation will be unreasonably denied.

Years of service shall be used upon the employee's date of employment by District or in the case of 13(c) employees, in accordance with the 13(c) Award.

Vacation accrual will not be continued in the event an employee is in a non pay status for more than thirty-one (31) days.

Maximum annual vacation carry over is sixty (60) days. Any remaining accrual as of December 31, 2013 which exceeds the sixty (60) day total will be automatically deposited in the "Pre-Retirement Bank." Beginning in calendar year 2014, accrued vacation that exceeds the maximum annual carry-over limit as of December 31 of each calendar year will be paid in a lump sum at the rate of pay in effect for the employee when paid out. Upon termination, for whatever reason, employees shall receive compensation for all accrued and unused vacation in the "Carry Over" account at the rate of pay in effect for the employee at the time of termination. Final compensation shall be paid in a lump sum. However, employees voluntarily terminating before the December 2013 One-Time Pre-Retirement Bank Election period may elect to utilize thirty (30) days of such accrual as terminal vacation prior to separation from the payroll.

December 2013 One-Time Pre-Retirement Bank Election

During the month of December 2013 only, employees with four (4) weeks or more of accrued vacation may elect for one final time to deposit extra vacation into a "Pre-Retirement Bank" which may be used only as terminal vacation prior to service retirement. Service retirement means voluntary separation by an employee who has attained the minimum age and minimum accumulated years of service credit to qualify for retirement through PERS. Once placed in the "Bank," vacation time is frozen and

cannot be withdrawn for use prior to service retirement. However, if termination occurs prior to service retirement, all excess vacation in the Pre-Retirement Bank should be paid off in cash upon termination at the rate of pay in effect for the employee at the time of termination.

Annual Pre-Accrual Buy-Back Election

During the month of December each year, employees will also be given the opportunity to make an irrevocable annual election to buy-back vacation which will be newly earned during the following calendar year but not used during that year (unused calendar year accrual) as follows:

1. Employees may elect that in the event they have a total of four (4) or more weeks of total accruals at the end of the following calendar year, they will buy-back up to a specified number of days, not to exceed sixty (60) hours of unused calendar year accrual, if any.
2. In the event an employee fails to make an election during the election period regarding the following calendar year's unused accrual or makes an incomplete election, such accruals: a) in December 2013 only, may be deposited in the "Pre-Retirement Bank" if elected as provided above, or b) will be carried-over, subject to the maximum annual vacation carry-over, with the excess handled as provided above.

Employees promoted or transferred into the unit after the beginning of the calendar year who prior to transfer or promotion did not have the right to elect to buy-back vacation as provided therein may exercise the pre-accrual buy back election as to vacation which will be newly earned during the balance of the calendar year. Such election must be made on or before the first day of employment in the new position.

An employee may elect to deposit the post-tax equivalent value of the unused calendar year accrual that is eligible for buy-back, as provided above, into the employee's MPPP account, subject to applicable law and the terms of the MPPP.

When an employee takes vacation, his/her current calendar year vacation accrual will be charged only after he/she has exhausted vacation accrued prior to the current calendar year.

9.2 HOLIDAYS

The District shall observe the following fixed holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (3rd Monday in January)

- President's Day/Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

In addition to the above fixed holidays, each employee shall be credited with four (4) floating holidays per fiscal year granted consistent with the scheduling ability of the employee's department. Up to five (5) unused floating holidays may be carried over per year. Accrued floating holidays in excess of the five (5) day carry-over limit will be paid in a lump sum at the base rate of pay in effect when paid out.

On termination, an employee will be paid in a lump sum, at the rate of pay in effect for the employee at the time of termination, for all unused floating holidays. Total Holidays per year is twelve (12).

Beginning January 2003, total holidays per year is thirteen (13).

December 2013 One-Time Pre-Retirement Bank Election

During the month of December 2013 only, employees may also elect to deposit extra floating holidays into a "Pre-Retirement Bank" which may be used only as terminal holidays prior to service retirement. Service retirement means voluntary separation by an employee who has attained the minimum age and accumulated years of service credit to qualify for retirement through PERS. If an employee exercised the irrevocable pre-accrual option in June 2013 to buy-back/bank a portion of their FY-13 accrual, those days will be handled in accordance with that election and will not be eligible for banking in December 2013.

Once placed in the "Bank," holidays are frozen and cannot be withdrawn for use prior to service retirement. However, if termination occurs prior to service retirement, all excess holidays in the "Pre-Retirement Bank" shall be paid off in cash upon termination at the rate of pay in effect for the employee at the time of termination.

Annual Pre-Accrual Buy-Back Election

During the month of June each year, employees shall also have the option to make an irrevocable election to buy-back floating holidays newly earned

during the following fiscal year but not used during that year (unused fiscal year accrual) as follows:

1. Employees may elect to buy back all or part of any unused fiscal year accrual up to a maximum of five (5) days, with such floating holidays paid off subsequent to the end of the fiscal year earned.
2. In the event an employee fails to make an election during the election period regarding the following fiscal year's unused accrual or makes an incomplete election, such accruals: a) will be carried over, subject to the maximum carry-over, or b) if they would result in the employee exceeding the maximum carry-over, the excess will be paid off in a lump sum at the base rate of pay in effect when paid out, as provided above.

Employees promoted or transferred into the unit after the beginning of the fiscal year and who prior to transfer or promotion did not have the right to elect to buy back holidays as provided therein may exercise the pre-accrual buy back election as to floating holidays newly earned during the balance of the fiscal year. Such election must be made on or before the first day of employment in the new position.

An employee may elect to deposit the post-tax equivalent value of the unused fiscal year accrual that is eligible for buy-back, as provided above, into the employee's MPPP account, subject to applicable law and the terms of MPPP.

When an employee takes a floating holiday, his/her current fiscal year accrual will be charged only after he/she has exhausted floating holidays accrued prior to the current fiscal year.

Floating Holidays shall be granted consistent with the scheduling ability of the employee's department. Employees must give five (5) working days' notice of desire to take a floating holiday. Failure of an employee to give such notice is cause for refusal of that request.

Actual hours worked on the day a holiday is observed shall be compensated at the employee's regular base rate plus at his/her option, either eight (8) hours of pay at the employee's straight time rate or eight (8) hours off with pay.

Actual hours worked on the day a holiday is observed, in the case of Foreworker IIIs, shall be compensated at one and one half (1.5x) times the Foreworker's regular straight time rate plus at his/her option, either eight (8) hours of pay at the Foreworker's straight time rate or eight (8) hours off with pay.

Should a holiday be observed on an employee's day off, the employee, at his/her option, shall receive an extra eight (8) hours of pay at the employee's existing straight time rate or eight (8) hours time off with pay.

Should a holiday be observed during an employee's recognized vacation, the employee, at his/her option, shall receive eight (8) hours of pay at the employee's existing straight time rate, or an extra eight (8) hours off with pay.

Should work be required on the day a holiday is observed, and a sufficient work force, as determined by Management, is unavailable voluntarily, assignments shall be made at the District's sole discretion. Rotation among qualified employees insofar as feasible shall be considered by Management in making holiday assignments.

Unused holidays, if caused by action or inaction of the District, may be carried over into the next fiscal year.

9.3 DONATION OF VACATION AND FLOATING HOLIDAYS

The Parties agree on the following procedure for allowing employees to donate vacation and/or floating holidays to affected employees.

- A. Employees who donate vacation or floating holidays to an affected employee shall complete and sign a "Donation of Vacation & Floating Holiday Form." The Forms must be delivered to the Human Resources Department. The employees who request to donate shall identify the affected employee, number of hours they request to donate, and they shall have at least that many hours in their account.
- B. Employees who donate vacation hours and/or floating holidays agree that their balance of vacation hours and/or floating holiday hours will be reduced by the amount they donate.
- C. To be an eligible recipient the person shall be a full-time or part-time employee with a catastrophic emergency, who has depleted all available sick leave, vacation, compensatory time, floating holidays, disability payments and is in a non-paid status.
- D. A catastrophic emergency is a medical and/or family emergency requiring the employee to be off work in a non-paid status which results in a financial crisis.
- E. All donor forms received by Human Resources shall be processed within each two (2) week payroll period.

10.0 SCHEDULING PROVISIONS

10.1 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.

Notwithstanding other sections of the agreement that may conflict with this section, for the purposes of calculating the employee's forty (40) hour workweek, only sick leave and unpaid time off will not be credited towards the forty (40) hours in the employee's scheduled workweek. Employees shall within each calendar year have two sick leave or unpaid time off exceptions, one every six months. Such exceptions may not be carried over if not used and must be designated by the employee before working on his or her regular days off in the District work week in which the exception will be taken.

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 Ills, 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 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.

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 eleven (11) hours elapsed time from the end of the previous work assignment, including overtime.

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.

10.2 ALTERNATIVE WORK PROGRAM

A. The District has established an Alternative Work Program ("Program") that allows an employee to voluntarily work their assigned work days or a portion thereof remotely.

- B. Permission to participate in the Program must be approved by the employee's immediate supervisor or Department Manager and Executive Manager. Management will not unreasonably deny the employee's request. If denied, the manager shall provide justification for the denial to the employee.
- C. Management and the participant shall create a schedule that conforms to the work days and work week as set forth in the CBA.
- D. In order to maintain accountability and ensure work efficiency, management and the participant shall develop a written work plan which contains metrics and deliverables for which the participant is responsible while participating in the Program. This written work plan is subject to change by management, in consultation with the participant, from time to time as needed.
- E. Participant shall remain available by phone, pager, or e-mail during the work hours established between management and participant.
- F. Participant shall furnish and maintain all computer and workstation equipment. Management may incur additional costs if they require specialized equipment or software. Any such additional costs must be approved by the Manager of Human Resources.
- G. No District work, functions or assignments shall suffer or become less productive as a result of an employee's participation in the Program.
- H. To ensure uninterrupted service delivery and operational efficiency, participating employee should make any necessary arrangements for scheduled and unscheduled meeting or events that might occur during the work week.
- I. In the event it becomes necessary to suspend or alter the Program, every attempt shall be made to provide the participating employee with reasonable notice.

10.3 4-10 WORKWEEK

- A. The District may establish an alternate workweek in areas to be identified consisting of four (4) days per week and ten (10) hours per day (4-10 Plan). Employees working under any such Plan shall be governed by the following conditions:
- B. Vacation and Sick Leave shall be accrued and used based upon a "ten (10) hour workday" and not an "eight (8) hour workday."

- C. Holidays as provided for under this Agreement shall be accrued and paid on the basis of a “ten (10) hour workday” and not an “eight (8) hour workday.”
- D. The workdays and workweek for employees in this Plan shall be as follows:
 - 1. A workday shall consist of ten (10) consecutive hours of work, with a scheduled starting time. (Paid rest and lunch breaks provided herein shall be considered as hours worked.)
 - 2. The assigned workweek shall consist of four (4) workdays within a seven (7) consecutive day period, with a minimum of two (2) consecutive days off.
- E. Overtime shall be governed as follows:
 - 1. Employees who work their 1st regular day off (RDO) during any workweek will be compensated at straight time;
 - 2. Employees who work their 2nd RDO during any workweek will be compensated at straight time for all hours worked;
 - 3. Employees who work their 3rd RDO during any workweek will be compensated at straight time for all hours worked.
- F. Meal and break periods for employees working the 4-10 Plan shall be as follows:
 - 1. At Supervisor’s discretion, a thirty (30) minute paid meal period within a continuous ten (10) hour shift shall be granted;
 - 2. Three (3) fifteen (15) minute paid break periods shall be provided at approximately two (2) hour intervals after the starting time of the employee’s shift, or breaks may be taken on an irregular basis as determined by the Supervisor.
- G. The staffing of shifts and the weekly distribution of the work force shall be determined by Management.
- H. The provisions of this Section shall prevail whenever they conflict with any other sections of this Agreement for employees working under this Plan.

10.4 FLEXIBLE HOURS

Union employees may request to work a flex-time schedule. Any request to work a flex-time schedule is subject to the approval of the appropriate Department and/or Executive Manager. The Department and/or Executive

Manager shall forward a copy of the request to the Union as soon as practicable.

10.5 TIME KEEPING

Employees represented by AFSCME will have access to the Elapsed Time page in PeopleSoft to enter elapsed time for themselves and enter the appropriate TRCs. They will not have access to make Baseline Schedule Changes. Baseline Schedule Changes can only be done by the TAAD Group with Management approval.

11.0 HEALTH & SAFETY PROVISIONS

11.1 SICK LEAVE

- A. Employees will accrue one (1) day of Sick Leave for each full month of employment. Sick Leave credits may be accumulated to a total of two thousand five hundred (2500) hours. Sick Leave will be paid without limitation on their rights under state and federal law when an employee is required to be absent because of:
 - 1. Illness (including alcoholism), including the appropriate use of required prescribed medication which would impair the employee's work performance, injury, quarantine or similar exposure to contagious disease;
 - 2. Required attendance upon a seriously ill spouse, domestic partner (as per Board Resolutions 4455 and 4757), parent or child as required in writing by a doctor, to include the length of the anticipated leave. Said documentation shall be subject to verification;
 - 3. Verifiable medical and/or dental appointments which cannot be scheduled outside the normal working hours of the employee, provided that a minimum of forty-eight (48) hours advance notice is given and provided that subsequent confirmation that the appointment was kept is given, if requested by management.
- B. An employee experiencing a verified industrial injury or illness will be entitled to receive for each separate injury or illness up to five (5) days industrial accident leave. Sick Leave benefits, to the extent they are available, will be coordinated with Workers' Compensation to maintain the employee's basic straight time earnings.
- C. To be eligible for Sick Leave benefits an employee may be required to provide satisfactory written verification of the necessary and/or

compelling reason. If doubt exists as to an illness or injury or that absence from work was required, the decision of a physician selected by District will govern.

- D. The General Manager may grant time off without pay to an employee who has insufficient accumulated Sick Leave.
- E. All unused accumulated Sick Leave shall be cancelled without compensation upon termination of employment.
- F. Incentives For Sick Leave Accrued And Unused On Or After October 19, 2009

To encourage employees to maintain maximum attendance and to improve performance, the District offers employees the following two (2) incentives beginning October 19, 2009:

1. **PERS Retirement Service Credit for Sick Leave:** The District will amend its contract with CalPERS to provide the California Government Code Section 20965 option for service credit for unused sick leave for eligible CalPERS members in the bargaining unit, with an effective date of October 19, 2009. The Public Employees Retirement Law (PERL) and CalPERS rules will govern the eligibility of unused sick leave earned on or after October 19, 2009 for service credit. Those rules presently grant 0.004 years of service credit for each certified unused day of sick leave accrued by the member during the normal course of his/her employment. For employees whose effective date of retirement is within four months of separation from employment with the District, the District shall certify to CalPERS all such unused days of sick leave that were accrued by the employee on or after October 19, 2009. For purposes of Government Code Section 20965, leave accrued prior to October 19, 2009 shall not be considered "unused" sick leave and the District will not certify such sick leave to CalPERS, unless the employee has made the one-time election to convert such pre-October 19 sick leave to PERS-credit-eligible sick leave pursuant to Paragraph G below.
2. **Annual Buy-Back or MPPP Incentive:** The District shall give employees the option each year to make an irrevocable election on the schedule indicated below to buy-back or to deposit into their Money Purchase Pension Plan (MPPP) accounts, the dollar value of the sick leave earned within the annual accrual period indicated in F.2.a below, less sick leave taken during that same period, on an after tax basis.

- a) **Sick Leave Accrual/Election Periods:** The maximum sick leave which may be earned for each accrual period is ninety-six (96) hours for employees on a 5-8 or 9/80 Work Plan and one hundred twenty (120) hours for employees on a 4-10 Work Plan. Sick leave for which such an election has been made shall not be included by the District in the certification to CalPERS under the retirement service credit plan described above.

During the month of September each year, employees will be given the opportunity to make an irrevocable annual election to buy back sick leave which will be newly earned during the following sick year (Oct. 1 – Sept. 30), but not used during that year (unused sick year accrual).

- b) **Buy-Back / MPPP Deposit Accounts:** An election to “buy-back” or to deposit into the MPPP must also include an election as to the percentage amount of the “buy-back”, based on the percentage increments and maximums provided below. The Maximum Buy-Back percentage that will be allowed is based on the employee’s attendance record during the accrual period.

| Days | Banking Percentage of Unused Earned Sick Leave |
|------|--|
| 0 | 5% up to 50% (in 5% increments) |
| 1-3 | 5% up to 40% (in 5% increments) |

Buy-Back and MPPP amounts shall be calculated at the employee’s base rate of pay at the end of the accrual period less applicable tax withholding.

- c) **Impact of Buy-Back / MPPP Election:** Employees may select only one option (Buy-Back or MPPP) for each accrual period. Once the Buy-Back or MPPP incentive election is made for any accrual period it may not be changed. Employees will receive the Buy-Back checks or MPPP credit no later than December 1 following the end of the accrual period. Unused sick leave hours for which an election to Buy-Back or transfer into the MPPP is not made shall be carried over to the next year, subject to maximum accumulation limits, and will no longer be available for any future Annual Buy-Back / MPPP incentive election.

- G. One-Time Election To Convert Sick Leave Accrued Prior to October 19, 2009 To PERS Creditable Sick Leave.

During the month of October 2009, employees will be given a one-time opportunity to convert unused sick leave that has been accrued prior to October 19, 2009 to PERS-credit-eligible sick leave (described in paragraph F.1. above). This election shall be irrevocable, and will include all the employee's unused sick leave, including banked sick leave pursuant to H.1 and unbanked sick leave pursuant to F.2.c. above. If an employee makes this election, such accrued leave will no longer be eligible for pay-out at termination/retirement (previously banked leave) or at retirement (unbanked leave). All leave converted pursuant to this paragraph G will be subject to CalPERS rules for service credit eligibility. Leave converted under this paragraph will thereafter be considered, for purposes of disposition at the end of employment only, to have been accrued on or after October 19, 2009.

H. Sick Leave Accrued Prior to October 19, 2009:

Sick leave accrued prior to October 19, 2009, which is not converted to PERS creditable sick leave pursuant to paragraph G above, shall be preserved in accounts separate from sick leave accrued on or after October 19, 2009, and shall be used pursuant to the terms of this paragraph H, including 1-3.

1. Banked Sick Leave (under previously exercised option)

This section refers to sick leave which has been "banked" in accordance with Labor Agreement Section 11.1 as it was in effect on June 30, 2009, or banked pursuant to Agreements previously in effect. It excludes sick leave electively converted to PERS creditable sick leave pursuant to paragraph G above. It includes sick leave for which a banking election was made during the 2008 or earlier options periods.

Banked sick leave, as defined above, will be preserved in a separate account for use by the employee in accordance with the provisions of former Section 11.1 including the following:

- a. Such bank shall be set aside for payment upon death/retirement/termination and shall not be included in the calculation of unused sick leave pursuant to paragraph G above or Government Code Section 20965.
- b. Sick leave hours banked will be paid at the employee's base rate of pay, effective on the employee's date of death or retirement/termination from District's employment.

- c. Employees who experience an illness/injury and exhaust their existing sick leave that is available, may utilize sick leave that has been banked under prior Section 11.1 provided they make a written request to do so through their Department Manager at the time of the illness/injury and the circumstances qualify for sick leave under Section A (sick leave payment).

2. Sick Leave Buy-Back (under previously exercised option)

Employees who exercised the option during the September 2008 period specified in Labor Agreement Section 11.1 in effect on June 30, 2009 to make an irrevocable election to buy-back or deposit into the MPPP the value of sick leave earned during the annual accrual period, less sick leave taken during the annual accrual period shall receive the buy-back payments and the MPPP deposits required by the prior Labor Agreement.

Buy-back checks for the 2009 accrual period under former Labor Agreement Section 11.1 will be distributed to employees no later than December 1 following the end of the accrual period, and MPPP elections for that period will be deposited by that same date.

3. Retirement Buy-Back

Sick leave accrued prior to October 19, 2009 and not (1) banked pursuant to paragraph 1 above; (2) bought back or deposited in the MPPP pursuant to paragraph 2 above; (3) converted to PERS creditable sick leave pursuant to paragraph G above; or (4) used pursuant to E and A, shall be available for use as Retirement Buy Back incentive. Employees leaving District service on a service retirement (non-disability retirement) shall be paid fifty percent (50%) of this accrued sick leave balance upon the effective date of service retirement. The accrued sick leave shall not be included in the calculation of unused sick leave pursuant to paragraph G above or Government Code Section 20965.

I. Order of Use of Sick Leave from Separate Accounts.

When using sick leave with pay pursuant to Section A above, employees sick leave balances will be deducted in the following order;

1. Sick leave accrued on or after October 19, 2009, if any, including any sick leave accrued before October 19, 2009 which an employee has elected to convert to PERS creditable sick leave pursuant to paragraph G above, if any.

2. If the accruals described in paragraph I.1 are exhausted, unbanked sick leave accrued prior to October 19, 2009, if any.
3. If the accruals described in paragraphs I.1 and I.2 above are exhausted, banked sick leave, if any, may be used subject to the terms of paragraph H.1.c above.

11.2 DOCTOR'S CERTIFICATE

- A. An employee who is absent from work due to illness, may be required, in advance, to present a doctor's certificate as a condition of returning to work.
- B. If the employee has not been under treatment by a physician, the District shall pay for the cost of the required examination and doctor's certificate if costs exceed current medical plan limits. Where an employee has been under treatment by a physician, the employee shall request the doctor to provide a certificate at the conclusion of each visit for the above mentioned requirements.
- C. If the employee fails to provide the doctor's certificate (provided the District requires such certificate in advance as a condition of return to work) the employee shall pay all costs for that certificate, including examination costs, if necessary.
- D. Employees not required by prior notification by the District to present a doctor's certificate as a condition of returning to work shall not lose pay when sent to a doctor by the District as a condition of returning to work; however, pay shall not commence unless the doctor's certificate specifies that the employee is able to return to work.

11.3 MEDICAL EXAMINATIONS

- A. Any medical examinations, including periodic eye tests, required of employees by the District shall be paid for by the District, with the exception of costs incurred as a result of untimely employee cancellation of or missed examinations or appointments which shall be paid by the employee, provided the employee is given one week notice of the appointment.
- B. Medical examinations or follow-up medical appointments shall be scheduled during non-work hours. If the medical facility cannot accommodate scheduling during non-work hours, the examination shall be scheduled at either the beginning or end of the shift, so as to minimize time lost from work.

- C. In the case of any job related illness or injury, an employee shall have the right to examination/treatment by a doctor of his/her choosing, provided advance notice is given the District.

Job-Related Illness/Injury

- A. Should the employee select his/her doctor, and the District disagrees with any findings, the District may require a second medical opinion through a District-designated doctor.
- B. Should the findings of the District-designated doctor be inconsistent with the employee-selected doctor, a third doctor shall be mutually selected by the following procedure:
 - 1. The District and the Union shall mutually agree upon an odd numbered panel of doctors for such purpose.
 - 2. If they are unable to agree upon the names to be included on such a panel, they shall request the Department of Industrial Relations to submit the names of independent medical examiners most frequently used in the San Francisco Bay Area in the various specialties of medicine and these shall constitute the panel.
 - 3. The District and the Union shall select a third doctor from this panel within five (5) working days of the date the dispute is established.
 - 4. The conclusions of the third doctor shall be final and binding upon the parties, and the fee shall be paid by the party requesting the opinion of the third doctor.
- C. No employee shall suffer any loss of income or other benefits as a result of any directive to report to a physician, and the time required to report and return from such examination shall be considered as time worked unless the employee is found physically unfit to return to work.
- D. If the findings of the District-designated and employee-selected doctors are inconsistent, no employee shall suffer loss of income or benefits during the first thirty (30) calendar days after the second doctor's inconsistent conclusions are issued or until the conclusions of the third doctor are issued, whichever occurs first.
- E. Should the third doctor uphold the findings of the District-designated doctor, the employee shall agree in writing to reimburse the District for any income or benefits received to which he/she was not entitled. Reimbursement to the District shall be completed within thirty (30) calendar days from the employee's return to work.

Non-Job Related Illness/Injury

- A. Should the District require any medical examination of an employee with a non job related illness/injury, the District may designate a doctor for such purpose. This doctor may be the employee's doctor, however, if the employee's doctor is selected, the District reserves the right to require a second medical opinion through another District-designated doctor.
- B. If the first medical examination is not performed by the employee's doctor, and if the employee disagrees with any medical findings of the District-designated doctor, said employee shall have the right to examination by a doctor of his/her choosing.
- C. In either case, should the findings of the two doctors be inconsistent, a third doctor shall be mutually selected by the following procedure:
 - 1. The District and the Union shall mutually agree upon an odd numbered panel of doctors for such purpose.
 - 2. If they are unable to agree upon the names to be included on such a panel, they shall request the Department of Industrial Relations to submit the names of independent medical examiners most frequently used in the San Francisco Bay Area in the various specialties of medicine and these shall constitute the panel.
 - 3. The District and the Union shall select a third doctor from this panel within five (5) working days of the date the dispute is established.
 - 4. The conclusions of the third doctor shall be final and binding upon the parties, and the fee shall be paid by the party requesting the opinion of the third doctor.
- D. No employee shall suffer any loss of income or other benefits as a result of any directive to report to a physician, and the time required to report and return from such examination shall be considered as time worked unless the employee is found physically unfit to return to work.
- E. If the findings of the District-designated and employee-elected doctors are inconsistent, no employee shall suffer loss of income or benefits during the first thirty (30) calendar days after the second doctor's inconsistent conclusions are issued or until the conclusions of the third doctor are issued, whichever occurs first.
- F. Should the third doctor uphold the findings of the District-designated doctor, the employee shall agree in writing to reimburse the District for any income or benefits received to which he/she was not entitled.

Reimbursement to the District shall be completed within thirty (30) calendar days from the employee's return to work.

11.4 HEALTH AND SAFETY PROTECTION

- A. The District will furnish safe and healthful working conditions and facilities.
- B. The District will furnish adequate devices to ensure safety and sanitation if required by law or regulations applicable to the District.
- C. The District and employees shall observe the letter and spirit of all applicable safety standards including Federal, State and CPUC provisions for both employees and patrons.
- D. Should an employee believe evidence exists that any law or regulation is not being complied with, such evidence must be submitted to the District.
- E. All matters covered by this Section shall be handled expeditiously by all parties to effect the correction of any valid safety or health hazard.
- F. Each employee shall be responsible for the proper care and maintenance of his/her tools, equipment and work area. Required tools and equipment and protective items necessary to safeguard the health of or to prevent injury to a worker shall be provided by the District.
- G. No employee shall be required to work in the presence of any safety or health hazard which can be demonstrated to Management as being an imminent threat to his/her health or safety.

If an employee believes that such conditions exist, he/she should so notify his/her immediate supervisor and a Safety Engineer/Specialist shall be contacted to determine the degree of the existing hazard.

- H. The District agrees to provide physical examinations and other appropriate tests including audiometric examinations on an annual basis for employees whose work environment as determined by the District could be detrimental to his/her health or the safety of patrons.

12.0 DISCIPLINE & GRIEVANCE PROCEDURES

12.1 DISCIPLINE AND TERMINATION PROCEDURES

A. Preamble:

In the administration of discipline, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause.

B. Informal Corrective Action:

For minor offenses by an employee, the supervisor has responsibility to discuss the offense with the employee. Discussions of this type shall be held in private between that employee and the supervisor. Such discussions are not considered discipline and are not grievable. Following the discussion, the supervisor will notify the Union President with the date and subject matter of the discussion. While such discussions may not be cited as an element of a prior adverse record in any subsequent disciplinary action against the employee, they may be, where relevant and timely, relied upon to establish that the employee has been made aware of their obligations and responsibilities.

C. Formal Discipline:

1. Investigative Interviews and Representation:

Before conducting an investigative interview that may result in the employee being formally disciplined, the supervisor must advise the Union and employee that they may have Union representation during the interview.

2. Review of Discipline:

In no case may a supervisor impose a formal disciplinary notice or discharge upon an employee unless the action has first been reviewed and concurred by the supervisor's immediate superior and the District's Labor Relations Department Manager, or their designee.

3. First Step Disciplinary Notice:

A first step disciplinary notice is in writing. It must include an explanation of the deficiency, infraction, or misconduct that must be correct. A first step disciplinary notice may be grieved.

4. Second Step Disciplinary Notice:

A second step disciplinary notice is in writing. It must include an explanation of the deficiency, infraction, or misconduct that must be corrected. A second step disciplinary notice may be issued when a first step disciplinary notice has not had the desired corrective effect, or when the seriousness of the first time deficiency, infraction, or misconduct warrants more severe discipline. A second step disciplinary notice may be grieved.

5. Third Step Disciplinary Notice/Suspension:

A third step disciplinary notice is in writing. It must include an explanation of the deficiency, infraction, or misconduct that must be corrected. A third step disciplinary notice may impose a suspension on the employee. A third step disciplinary notice may be issued when a second step disciplinary notice has not had the desired corrective effects, or when the seriousness of a first time deficiency, infraction, or misconduct warrants extremely severe discipline. A third step disciplinary notice may be grieved.

6. Discharge:

A discharge is a written disciplinary notice. It must include an explanation of the causal deficiency, infraction, or misconduct. A discharge may be issued when a prior step disciplinary notice has not had the desired corrective effects or when a first time deficiency, infraction, or misconduct is so serious that it warrants immediate discharge.

7. Pre-Disciplinary Hearing:

No suspension or discharge shall be effectuated until and unless the charges have been heard and upheld by a Hearing Officer selected by the District. The Hearing Officer shall not be the employee's immediate supervisor, or the immediate supervisor's immediate superior. The hearing date, time, and location will be scheduled by the Hearing Officer and the employee shall receive written notice. The notice shall include a copy of the investigative file. The employee shall be entitled to attend the hearing and to be represented by the Union. The employee will be permitted to submit testimony and evidence, and to examine and cross examine witnesses. The Hearing Officer will have full authority to affirm, modify, or rescind the discharge. The Hearing Officer's decision shall be in writing.

8. Appeal:

The employee may appeal the Hearing Officer's decision by filing a grievance. Discharge grievances shall be expedited and filed at Step 2 of the grievance procedure pursuant to Section 12.2.

9. Discipline Records:

a) If the employee works within the Transportation Department:

For a First Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary actions if there has been no disciplinary actions initiated against the employee for a period of six (6) calendar months.

For a Second Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of nine (9) calendar months.

For a Third Step Disciplinary Notice, Suspension or Discharge: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of twelve (12) calendar months.

b) If the employee works within any other department other than Transportation:

For a First Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of eighteen (18) calendar months.

For a Second Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of eighteen (18) calendar months.

For a Third Step Disciplinary Notice, Suspension or Discharge: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if

there has been no disciplinary action initiated against the employee for a period of eighteen (18) calendar months.

See MOU 19-04

12.2 GRIEVANCE PROCEDURE

A grievance is any dispute involving a claimed violation, misinterpretation or inequitable application of, or noncompliance with, one or more provisions of this Agreement or of the District rules, regulations and procedures or any existing practice affecting status or working conditions of employees including matters of discipline.

The following procedures shall be followed to ensure the orderly resolution of grievances by the parties under this Agreement except for claims provided for under Section 15.2, or violations provided for under Section 1.13.B.

Step 1 Informal Grievance

Whenever possible, a grievance will be promptly resolved by discussion between the Union representative and the supervisor in question, or between the parties. If discussion does not resolve a grievance, the aggrieved party may present a formal grievance.

Step 2 Formal Grievance

A formal grievance must be presented in writing within twenty (20) working days of the occurrence or within twenty (20) working days from such time as the employee, the Union or the District could have been aware of the occurrence. All grievances shall be presented to Labor Relations by the Union representative. Only AFSCME officers, members of the Executive Board, or their Business Agent may process grievances on behalf of the Union. The Union shall notify the District of those persons who are authorized to process grievances for the Union. Grievances must clearly identify the facts giving rise to the alleged grievance, state the relief being sought and be dated and signed by the Union representative and by the District within the time limits specified. The Department Manager of the Labor Relations Division or the Union representative will acknowledge receipt by signing and dating the grieving party's copy. The grievance shall be replied to in writing within twenty (20) working days. Receipt of the reply must be acknowledged by signing and dating the respondent's copy.

Step 3 Arbitration

If a Union grievance is not resolved at Step 2 by the District, it may be submitted to arbitration by the Union within ten (10) working days of receipt

of the Labor Relations Division's reply. If a District grievance is not resolved at Step 2 by the Union, the District, within ten (10) working days of receipt of the Union's reply, may submit the matter to arbitration. Arbitration shall proceed as follows:

- A. Either party may request arbitration.
- B. Either party may select an arbitrator from a panel of six (6) arbitrators pre-approved by AFSCME and the District.
- C. Within sixty (60) days of ratification of the contract, the parties shall meet and agree on a panel of six arbitrators.
- D. Should both parties not agree to the panel within sixty (60) days, the parties agree to apply for a list of twenty (20) neutral Arbitrators from the California State Department of Industrial Relations, no later than ninety (90) days from ratification. The parties shall alternately strike names from the list until six (6) remain and those persons shall be designated as the panel, within ten (10) days after the receipt of the list.
- E. The grieving party shall contact the entire panel to solicit an arbitrator, in writing with a copy to the other party.
- F. The first arbitrator available, not sooner than thirty (30) days from contact shall hear the case.
- G. The arbitration shall be decided within thirty (30) days of the arbitrations hearing.
- H. The decision of the arbitrator is final and binding.

In any arbitration held pursuant to the Agreement the person acting as arbitrator shall act in a judicial, not legislative manner. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement but, rather, shall interpret and apply its terms. The arbitrator shall consider and decide only the issue or issues agreed upon by the parties, including the issue of arbitrability. If the parties are unable to decide upon the issue or issues to be submitted to the arbitrator, the arbitrator shall decide what the issue or issues are, based upon the grievance that was filed. If the arbitrator sustains the grievance, he or she shall fashion an appropriate remedy that does not conflict with provisions contained in this Agreement.

Salaries and expenses of the arbitrator and court reporter, if any, shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

Extension of Time Limits

The time between the steps of the grievance procedure may be extended by mutual agreement. The parties agree that if either party misses a time limit delineated in this Section, the grievance shall progress immediately to the next step of the Grievance Procedure.

12.3 WITNESSES

Parties who may have direct knowledge of circumstances relating to the grievance may be present at the request of either party during any stage of the procedure. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent in such meetings.

12.4 JOB ABANDONMENT

Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days is an automatic resignation from District service as of the last date on which the employee worked.

The Human Resources Department shall notify the employee of his or her proposed automatic resignation. The notice will set forth the length of the absence and the facts indicating the absence was without authorization. Service of notice shall be made by first class mail to the last known address and is complete on mailing. The employee may file a written objection with the Human Resources Department. The objection must be received by the Human Resources Department within fifteen (15) calendar days of the service of the notice of proposed separation, or it will be denied as untimely. The notice to the employee will set forth the right to make a written objection and the time limit and method for doing so. If a timely, written objection is received, the notice and the objection shall be referred to an arbitrator selected by mutual agreement or by striking from the Arbitrator's List utilized by the parties. The arbitrator shall decide whether there has been an automatic resignation. In deciding whether there has been an automatic resignation, the arbitrator shall decide if the employee was absent for three (3) or more consecutive working days, if the absence was without authorization, and if the employee has a satisfactory explanation that is sufficient to warrant an exception to this rule.

An automatic resignation will not bar the resigned employee from applying for future District openings.

13.0 SPECIAL PROVISIONS

13.1 OPERATIONS CONTROL CENTER

I. RAIL OPERATIONS CONTROLLER REST PERIODS

Rail Operations Controllers shall not be worked more than twelve (12) continuous hours or allowed to return to work with less than twelve (12) hours rest except in emergency situations where a vital position would be unstaffed. In such cases, the following steps will be taken in order:

1. Request a Rail Operations Controller to return to work on a voluntary basis. These volunteers should be afforded eight (8) or more hours of rest prior to returning to work.
2. Call a Rail Operations Controller back to work by inverse classification seniority.
3. Request an on duty employee to extend his/her shift beyond twelve (12) hours on a voluntary basis.
4. Extend an on-duty employee's shift beyond twelve (12) hours by inverse classification seniority.
5. Where minimum staffing is required and a Rail Operations Controller is required to work for four (4) or more hours with no more than the de minimus assistance (which refers to work that is minor, done in passing, not planned in advance), of another Rail Operations Controller, he/she will, if at all possible, be given his/her next regular shift off with pay. If that is not possible, he/she will be compensated at straight time rates equal to that of regular shift.
6. Rest days will provide at least sixty-four (64) uninterrupted hours. This provision does not apply to Extra Board employees or during changes in scheduled shifts required by the bidding of positions.

II. RAIL OPERATIONS CONTROLLER LUNCHESES/BREAKS

The Manager in charge shall determine when and if lunches and breaks shall be taken.

III. RAIL OPERATIONS CONTROLLER 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.
- 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.

IV. SCHEDULING

- A. The Union's Operations Control Center Scheduling Committee will be consulted during the development of schedules for staffing level changes.
- B. Each time a schedule is developed, Rail Operations Controllers will be allowed to select their shifts on a classification seniority basis.
- C. Management has the right to assign personnel to a specific shift provided the best interest of the individual or BART can be demonstrated. If possible, such assignments shall take place with the consent of all concerned parties; however, if no mutual agreement can be reached, the Chief Transportation Officer will resolve the matter.

V. RAIL OPERATIONS CONTROLLER SCHEDULING *

- A. The eight (8) and ten (10) hour shift schedules will be bid four (4) times a year, (paid lunch and breaks to be included in the eight (8) or ten (10) hour shifts), becoming effective at 0001 hours the first Monday of March, June, September, and December. Operations Control Center - Rail Operations Controllers on duty at 0001 hours of the effective day of the bid shall complete their work assignment/shifts unless other mutually agreed upon arrangements have been made prior to the new bid assignment.
- B. Shift schedules will be furnished to the Union two (2) weeks prior to posting, for the Union to comment. Any disputes will be submitted to the Scheduling Committee for recommendation regarding resolution, with the ACTO of the Operations Control Center making the final decision.
- C. Shift schedules and Extra Board positions will be posted and distributed to each Rail Operations Controller two (2) weeks before the bid is effective.
- D. All shift assignments will be posted in an Operations Control Center binder showing start time and rest days. Extra Board positions/slots will show days off. Each posted shift will have the same starting time

for the entire workweek if, in the District's judgment, all work assignments may be covered without additional cost.

- E. Rail Operations Controllers who cannot be present for a sign-up may leave a list of written choices (proxy) in numerical order of preference with the Central Manager in charge of scheduling.
- F. Bidding shifts and Extra Board positions/slots will be in seniority order. No employee will be permitted to pass his/her turn to bid. If an employee fails to bid, the Central Manager shall select a shift or a position/slot on the Extra Board for that employee that, in the judgment of the Central Manager, is closest to the employee's current bid assignment.
- G. When a shift change is made as a result of a new bid, the Rail Operations Controller shall normally be afforded a minimum of twelve (12) hours rest between his/her last shift of the previous bid assignment and the first shift of his/her new bid assignment.
- H. Seniority for bidding will be by Rail Operations Controller classification within the Operations Control Center. Employees will begin to accrue seniority when the employee is assigned to the Operations Control Center and begins to serve in the capacity and performs duty assignments of the classification. If the date of promotion is the same for any individuals, the individual with the earlier date of hire within the District will be treated as senior. If the date of promotion and the date of hire is the same, the date of birth will apply, with the oldest individual being more senior.

*** Minute Clarification**

If the employee accepts a permanent position which is not represented by AFSCME, his/her seniority in the Control Center is terminated after a twelve (12) month absence.

If the employee accepts another permanent AFSCME represented position, his/her seniority in the Rail Operations Controller classification will be frozen after twelve (12) months and he/she will no longer accumulate seniority in the Rail Operations Controller classification.

If after twelve (12) months the AFSCME represented employee re-enters the Operations Control Center in a Rail Operations Controller classification, he/she will commence accruing seniority in that classification upon his/her return.

If a former certified Rail Operations Controller requests permission to return to the Rail Operations Controller classification, the employee may return

provided a vacant position is available, subject to all eligibility requirements including, but not necessarily limited to, certification.

Rail Operations Controllers who are on a temporary assignment away from the Control Center will not be cause for loss or freezing of a Rail Operations Controller's seniority.

VI. RAIL OPERATIONS CONTROLLER VACATION ALLOCATION

- A. The District shall post a yearly vacation allocation calendar on or before the first Monday of December for the forthcoming January 1st through December 31st. Vacations will be allocated throughout the year. Employees shall complete their vacation selections prior to January 1.
- B. Employees may only bid vacation selections based upon vacation accruals on the books at the time of their vacation week(s) and not based upon floaters or compensatory time. Vacation hours will be checked three (3) weeks prior to the dates requested. If the employee does not have sufficient vacation hours accrued, the vacation will be cancelled by the Supervisor/Manager and the time made available for rebid by seniority.
- C. Rail Operations Controllers will select vacation periods by classification seniority.
- D. On and after January 1 of the bid year, Rail Operations Controllers may select any remaining vacation periods on a first-come, first-serve basis. Those selections will be subject to staffing requirements.
- E. A vacation period may be cancelled by an employee upon one (1) week's notice, except that in an emergency no notice is required. Upon cancellation, vacation periods may be immediately posted for re-selection by classification seniority. Rail Operations Controllers may select a cancelled vacation period provided staffing requirements are met.

VII. RAIL OPERATIONS CONTROLLER OVERTIME ALLOCATION

- A. Available overtime will be posted at least fifteen (15) days prior to the scheduled date or as soon as it is known.
- B. If two (2) or more persons desire the overtime, the person with the lowest accrued overtime will be selected. Accrued overtime is defined for this purpose as the sum of all overtime hours worked.

- C. Overtime records shall be available for purposes of determining overtime assignments.
- D. When vacancies cannot be posted due to time constraints, and there are no volunteers, the vacancy(ies) will be filled as follows:
 - 1. Extra Board;
 - 2. Overtime list;
 - 3. Extensions of on duty Rail Operations Controllers in seniority order;
 - 4. Early call in;
 - 5. Inverse assignments of the least senior Rail Operations Controller.

VIII. RAIL OPERATIONS CONTROLLER CERTIFICATION

A certification board shall be established for Rail Operations Controllers. The board shall develop standards for certification and the means to judge those standards. The board shall have access to all training records and other related information.

The members of the board shall consist of at least one (1) person from the classification position being certified and total membership will consist of at least fifty percent (50%) Union bargaining unit members, all of whom shall have been, or are, working in the Operations Control Center, except for one (1). The selection of its members shall be the sole responsibility of the Union. When the certification review is completed, a formal certification meeting shall be held between the board and the Chief Transportation Officer. In the event the recommendation of the board is overruled, the decision of the Chief Transportation Officer is final and binding.

IX. RAIL OPERATIONS CONTROLLER PERFORMANCE INCENTIVES

The District will provide performance incentive cash payments as outlined below. These performance incentives will be earned and paid as described below and will not become a part of the base salary.

Rail Operations Controllers and Vehicle Maintenance Supervisors in the Operations Control Center will receive a performance incentive to be paid in a separate check when the weekday (Monday-Friday) Composite On-Time Performance for the BART system is as follows:

- A. Beginning July 1, 2014, for each month for the life of the contract, when the composite on-time performance monthly average is equal to or greater than 93.5%, the above employees will receive \$100.00.
- B. Beginning July 1, 2014, for each quarter for the life of the contract, when the composite on-time performance quarterly average is equal to or greater than 93.5%, the above employees will receive \$700.00.
- C. Beginning July 1, 2014, for the life of the contract, when the composite on-time performance for a one-year average is equal to or greater than 93.5%, the above employees will receive \$1,000.00.

The provisions above do not apply to any temporary employees that may be working in any of the classifications listed above, nor do the provisions apply to any employee in a training program/situation.

X. RAIL OPERATIONS CONTROLLERS ON THE JOB INSTRUCTOR PROGRAM

A. Job Classification:

The OJI positions will be the same job classification as the Rail Operations Controller classification. The OJIs will provide on-the-job instruction and training to Rail Operations Controller trainees and other Train Controllers.

B. Compensation:

1. In addition to the compensation provided for in this Agreement, during the OJI assignment, the OJIs shall receive an annual pay increase of eleven thousand five hundred eighty-nine dollars and thirty-five cents (\$11,589.35) for routinely and consistently instructing or training other employees. An employee is considered to be “routinely and consistently” instructing or training other employees whenever he/she is assigned as an OJI, because instruction and training are part of the normally required duties of this assignment. This additional compensation was based on ten percent (10%) of the average salary of certified Rail Operations Controllers, as of 7/31/16.
2. The District’s salary range scale shall not preclude any OJI from receiving the full additional ten percent (10%) average compensation as described above.
3. The District agrees to review and adjust, if necessary, the ten percent (10%) compensation pay every two (2) years on July 31st

using the same formula as stated in No. 1 above. The District agrees that at no time shall the pay increase be adjusted downward.

C. Posting:

1. The number of OJI positions, which shall be mutually agreed to by the District and Union, shall be posted.
2. The OJI posting shall reflect the effective date and ending date of the two (2) year assignment.
3. Re-posting of the OJI position shall occur every two (2) years from the original date of posting, as well as the ending date of said assignment.

D. Selection:

1. A panel will be used for the selection process which will consist of two (2) Management appointed representatives and two (2) Union AFSCME appointed representatives.
2. Criteria for selection by the Panel shall include examination of the candidate's personnel and attendance records and Rail Operations Controller experience (minimum of two [2] years experience required).

E. Training:

1. The District shall provide two (2) days of training for each new OJI.
2. The District shall provide one (1) additional, required, eight (8) hour class each year to enable the OJI to reinforce training techniques.

F. OJI Shifts:

1. OJI shift bidding shall be in accordance with the CBA.
2. If an OJI opts out of the OJI Program during any part of the two year term, the additional ten percent (10%) average compensation shall cease on the effective date of her/his return to the Rail Operations Controller position in accordance with the bid procedure.

3. In the event an OJI is not available, the Training Supervisor will designate a Rail Operations Controller to fill in temporarily for a day (days) or a specific period of time that is less than a day. In the event the Training Supervisor is unavailable, the on duty OCC Manager will make the determination. The temporary OJI will be compensated at a rate of one and one-half hours of overtime at the applicable rate of pay for each day or portion thereof that they fill temporarily. The Operations Control Center Scheduling Committee shall resolve any issues which may arise regarding shifts per the CBA.

G. Performance Reviews:

1. The OJIs shall be subject to a separate performance review in addition to the yearly performance review agreed to in Section 2.5 of the CBA.
2. The OJI Performance Review shall not be used in lieu of, nor effect, the OJIs salary as a Rail Operations Controller per Section 2.5 of the CBA.
3. No discipline shall result from a performance review as an OJI based on lack of skills or deficient skills as a trainer. However, while acting as a trainer the OJI will be held accountable for work performance as it relates to system operations. If an OJI takes or directs an action that adversely affects system operations they will be subject to discipline to the same extent that the OJI would normally be subject to while acting in the capacity of a Rail Operations Controller.
4. The OJI Performance review will be used to determine if OJIs will remain in the OJI Program
5. If OJIs do not remain in the OJI Program, the additional compensation will stop effective the day of removal from the position.

H. Overtime:

Overtime will be handled in accordance with the CBA, according to existing practices.

I. Vacations:

Vacations will be handled in accordance with the CBA, according to existing practices.

J. This Section shall remain in effect for the term of this Agreement.

XI. RAIL OPERATIONS CONTROLLER TRAINING SUPERVISOR

A. Job Classification:

The Rail Operations Controller Training Supervisor position will be the same job classification as the Rail Operations Controller classification. The Rail Operations Controller Training Supervisor will supervise the Train Controller On-the-Job Instructors.

B. Compensation:

1. In addition to the compensation provided for in this Agreement, during the Training Supervisor's assignment, the Training Supervisor shall receive an annual pay increase of seventeen thousand three hundred eighty-four dollars and two cents (\$17,384.02) for routinely and consistently instructing or training other employees. An employee is considered to be "routinely and consistently" supervising other employees whenever he/she is assigned as Training Supervisor, because supervising is part of the normally required duties of this assignment. This additional compensation was based on fifteen percent (15%) of the average salary of certified Rail Operations Controllers, as of 7/31/16.
2. The District's salary range scale shall not preclude the Training Supervisor from receiving the full additional fifteen percent (15%) average compensation as described above.
3. If the Training Supervisor opts out of the Training Supervisor Program or is removed by management during any part of his/her term, the additional fifteen percent (15%) average compensation shall cease on the effective date of her/his last day in the Training Supervisor Program.
4. The District agrees to review and adjust, if necessary, the fifteen percent (15%) compensation pay every two (2) years on July 31st using the same formula as stated in No. 1 above. The

District agrees that at no time shall the pay increase be adjusted downward.

C. Posting:

1. The Training Supervisor posting shall reflect the effective date and ending date of the two (2) year assignment.
2. Re-posting of the Training Supervisor position shall occur every two (2) years from the original date of posting, as well as the ending date of said assignment.

D. Selection:

1. The ACTO of the Control Center shall select the Training Supervisor.
2. Criteria for selection shall include examination of the candidate's personnel and attendance records and Rail Operations Controller experience (minimum of two [2] years experience required). The candidate must also be a certified Rail Operations Controller.

E. Training:

1. The District shall provide five (5) days of training for a new Training Supervisor.
2. The District shall provide two (2) additional, required, eight (8) hour classes each year to enable the Training Supervisor to reinforce training techniques.

F. Performance Reviews:

1. The Training Supervisor shall be subject to a separate performance review in addition to the yearly performance review agreed to in Section 2.5 of the CBA. The performance review will be conducted by the Control Center ACTO.
2. The Training Supervisor performance review will be used to determine if the Training Supervisor will remain in the Training Supervisor assignment.
3. In order to maintain proficiency at the Train Control Console, the Training Supervisor shall perform the duties of a Rail Operations Controller a minimum of eight (8) hours per month. During that

eight (8) hour period, at least three (3) hours will include one (1) commute rush period.

4. No discipline shall result from a performance review as a Training Instructor based on lack of skills or deficient skills as a trainer. However, the Training Supervisor will be held accountable for work performance as it relates to system operations. If the Training Supervisor takes or directs an action that adversely affects system operations they will be subject to discipline to the same extent that the OJI would normally be subject to while acting in the capacity of a Rail Operations Controller.

G. Overtime:

Overtime will be handled in accordance with the CBA, according to existing practices.

H. Vacations:

Vacations will be handled in accordance with the CBA, according to existing practices.

- I. This Section shall remain in effect for the term of this Agreement.

XII. POWER AND WAY CONTROLLER SUPERVISOR (P&W) - SCHEDULING

- A. The Power and Way Controller Supervisor's shift will be determined by mutual agreement between the Power and Way Controller Supervisor and the OCC Scheduling Manager.
- B. If mutual agreement cannot be reached, the matter will be resolved by the OCC Scheduling Manager.

XIII. POWER AND WAY CONTROLLERS (P&W) - SCHEDULING

The following scheduling procedure for the Power and Way Controller classification in the Operations Control Center shall be:

- A. The eight (8) and ten (10) hour shift schedules will be bid once a year, conducted the last week of November, and becoming effective at 0001 hours the first Tuesday of January.
- B. Power and Way Controllers on duty at 0001 hours of the effective day of the bid shall complete their work assignment/shifts unless

other mutually agreed upon arrangements have been made prior to the new bid assignment.

- C. Shift Schedules will be furnished to the Union two (2) weeks prior to posting, for the Union to comment. Any disputes will be submitted to the OCC Scheduling Manager for resolution.
- D. Power and Way Controllers who cannot be present for a sign-up may leave a list of written choices (proxy) in numerical order of preference with the Power and Way Controller Supervisor.
- E. Bidding shift slots will be in seniority order. No employee will be permitted to pass his/her turn to bid. If an employee fails to bid, the Power and Way Controller Supervisor shall select a shift that, in the judgment of the Power and Way Controller Supervisor, is closest to the employee's current bid assignment.
- F. When a shift change is made as a result of a new bid, the Power and Way Controller shall normally be afforded a minimum of ten (10) hours rest between his/her last shift of the previous bid assignment and the first shift of his/her new bid assignment.

Power and Way Controllers will begin to accrue seniority when the employee is promoted/hired to the classification of Power and Way Controller. If the date of promotion/hire is the same for any individuals, the individual with the earlier date of hire within the District will be treated as senior. If the date of promotion and the date of hire are the same, the date of birth will apply, with the oldest individual being more senior. If the date of promotion and the date of hire and the date of birth are the same, the matter shall be resolved by lot between the individuals.

13.2 TRANSPORTATION SUPERVISORS

I. UNIFORMS

- A. A Uniform Committee will consist of two (2) AFSCME representatives appointed by the Union and two (2) District representatives appointed by the District. The Uniform Committee will develop recommendations to the Chief Transportation Officer ("CTO") or designee concerning the number, design, replacement schedule, and cost of uniforms for Transportation Supervisor ("TS"). The CTO or designee will consider such recommendations each January and will submit a uniform budget amount to the Uniform Committee. The initial decision on such matters and the right to

revise such decisions is within the CTO 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. Transportation Supervisors shall maintain their uniforms in a neat and clean condition, except in circumstances not reasonably within their control.
- D. Transportation Supervisors who are required by the District to wear uniforms will be provided a uniform maintenance allowance of thirty-five dollars (\$35) per month to be included as a separate line item in the employee's paycheck.
- E. Employees receiving a uniform under this Section are required to wear the uniform and/or professional attire, as deemed appropriate by District Management, at all times while on duty. Employees who fail to comply with this Section may be subject to disciplinary action. Such employee may also be relieved from duty and if relieved shall forfeit compensation for the balance of that shift.
- F. Uniform Allotment: A uniform allotment will be given to each Transportation Supervisor under this provision. The allotment will commence fiscal year July 1, 2013. The allotment consists of an Initial Issue followed with a monetary check the subsequent years of the contract. The cost of the Initial Issue is anticipated to be less than \$1800 per employee with an anticipated increase of 5% (compounding) per year of this Labor Agreement.
- G. Initial Issue:
 - 1. Two (2) Blazers with BART logo
 - 2. Seven (7) pants/skirts-navy/black
 - 3. Eight (8) dress shirts for men/blouses for women with BART logo
 - 4. Two (2) sweater sets or navy vests with BART logo
 - 5. One (1) all weather outer jacket with BART logo
 - 6. Two (2) name tags
 - 7. No \$250 check
- H. 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.

II. SCHEDULING

- A. The organizational structure of the Lines and Yards are: A/L/S-Line, R-Line, C/K-Line and M/W-Line.
- B. Each time a shift schedule is developed, once per year, Transportation Supervisors (“TS”) shall bid in the following manner:
 - 1. Bids will be determined first by TS seniority. There shall be a specific number of shifts, the number to be determined by the District. The total number of shifts will be equal to, or greater than, the total number of TSs eligible to bid.
 - 2. Systemwide Bid shall include all lines, all slots open to all.
 - 3. TSs shall bid for shifts, using their seniority, as established under Section 13.2 (V).
 - 4. TSs who fail to bid, shall be assigned to a shift by the Union representative conducting the bid. The Union Representative will select a shift assignment and days off as close as possible to the TSs present assignment and such selection shall be final.
 - 5. Once bids are completed the shift hours cannot be changed or adjusted except in the event of a bona fide emergency. The definition of a bona fide emergency is an unforeseen circumstance or a combination of circumstances which calls for immediate action which includes but is not limited to: severe operational incidents such as civil unrest, derailment, fire, bomb threat, multi-agency issues, suicide or any natural disaster.
- C. The annual Systemwide bid schedule shall be posted by the 15th of November of each year. The bid shall be held the first Monday in December. The effective date of the bid shall be the second Monday in January of the following year.
- D. If, based on operational needs, the District decides that a “realignment” bid is warranted, the District shall notify the Union in advance of the bid change. The District will work in conjunction with the Union to develop and schedule the realignment bid. Fixed schedule assignments under Subsection E lasting more than 120 calendar days will “trigger” a realignment bid, unless the next System-wide Bid will be held in 60 calendar days or less.
- E. Employees promoted to TS after November 15th shall either be assigned to a vacant shift or to a newly created fixed schedule. Creation of a new shift shall trigger a realignment bid.

III. HOLIDAY SCHEDULING

- A. The parties agree that the District shall determine the level of service to the public.
- B. For all holidays described in the Labor Agreement, Section 9.2, the District will determine whether to provide the regularly scheduled service or to provide reduced service.
- C. The administrative recognition of the Lines is: A/L/S, R, C/K and M/W Lines.
 - 1. The minimum staffing for a contractual Holiday operating on a weekday service schedule including a Saturday schedule shall consist of the following:
 - R Line- One AM and one PM shift
 - C/K Line- One AM and one PM shift
 - A/L/S Line- One AM and one PM shift
 - M/W Line- One AM and one PM shift
 - 2. The minimum staffing for a contractual Holiday operating on a Sunday service schedule shall consist of the following:
 - East Bay (A/L/S, R, C/K) Two AM and Two PM Shifts
 - West Bay (M/W) One AM and one PM shift
- D. The District shall post the Holiday line/shifts on the first Monday three weeks prior to the contractual Holiday, and give notice to the Union when the Holiday bid is posted.
 - 1. All Holiday bids will be submitted to the designated AFSCME steward for assignment of holiday shifts, including inverse assignments, on the first Friday after the bid is posted. The tentative bid results shall be submitted to the respective ACTOs, or designee, within twenty-four hours after the bid is completed by the steward. Once the ACTO or designee has reviewed the tentative bid and approved the results, the Holiday bid will be posted immediately in all line offices.
 - 2. Any Supervisor can bid to work on a posted Holiday, regardless of their RDOs. The priority award of the Holiday will be granted in the following order:
 - a) TS in seniority order for any shift on their home line
 - b) TS in seniority order for any vacant shift system wide

3. If there is any vacant Holiday shift after all bids have been submitted, the Transportation Supervisor with the lowest seniority, who normally works on that day, shall be inversely assigned to fill the vacant shift. Inverse assignments will be on the employee's bid line first. Inverse assignments will be in the employee's bid line first. Inverse assignments priorities are line specific followed by system wide coverage. In the event there is no Transportation Supervisor available, i.e., insufficient rest, etc. the least senior Transportation Supervisor shall be inversely assigned to fill the shift. Inverse assignments will not be applicable to Transportation Supervisors on their RDOs.

IV. TRAINING

- A. The District agrees to develop a structured training program for newly promoted Transportation Supervisors. The District will also meet with the Union within ninety (90) days of contract ratification to solicit input from the Union regarding the elements of the training program.
- B. During the training period, the employee will be assigned by Management to a Line/Yard, rest days off and hours of work (eight (8) or ten (10) hour shift). Such assignments are subject to change by Management during the training period.

V. SENIORITY

- A. There will be a classification seniority list for Transportation Supervisors.
- B. For purposes of seniority the employee will begin accruing seniority in his/her classification on the date he/she reports to the Line/Yard and continuously works the Line/Yard for sixty (60) regularly scheduled workdays.
- C. Transportation Supervisors seniority ranking shall be established in the following manner:
 1. Transportation Supervisors seniority ranking shall be established by:
 - a) Current AFSCME member
 - b) Other current District employees
 - c) New Hires from outside the District

2. Transportation Supervisors classification seniority shall be established by:
 - a) If two (2) or more employees are promoted/transferred effective the same date, the respective date of hire shall establish the seniority.
 - b) If two or more employees have the same date of hire, seniority shall be established by the senior date of birth of said employees.
 - c) If two (2) or more employees have the same date of birth, then the matter shall be resolved by "lot" between the individuals concerned.
- D. The District shall promptly notify the Union of any new hires, terminations, transfers or promotions in order that the Union may prepare a new Seniority Roster.

VI. VACATION ALLOCATION

- A. The District shall post a yearly vacation allocation calendar on or before the first Monday of December for the upcoming January 1st through December 31st. Vacations will be allocated throughout the year.
- B. Transportation Supervisors within the Transportation Department will select allocated vacation periods by classification seniority on their designated Line/Yard. Every week during the calendar year from January 1st through December 31st will be available for bid for at least one a.m. and one p.m. person per week. A Union representative will conduct the vacation sign-up.
- C. After the annual vacation sign-up, employees may request additional week(s) of vacation as follows:
 1. On a first come first served basis, vacations of one (1) week or more may be requested up to a maximum of thirty (30) days in advance of the requested vacation
 2. The District will advise the employee within seven (7) calendar days of receiving the request if the vacation request can be granted.
 3. Vacation approval will be subject to staffing requirements.
- D. A vacation period may be canceled by an employee upon one (1) week's notice, except in an emergency, when no notice is required.

Upon cancellation, vacation periods will be immediately posted for bid by classification seniority if staffing and operational requirements permit.

- E. Vacation periods will be allocated to coincide with employee's scheduled rest days if at all possible.
- F. In the event of promotion to the Transportation Supervisor classification, or due to a realignment bid, vacation previously bid at the annual sign-up will be honored.
- G. In the event of promotion to Transportation Supervisor classification vacation previously bid at the annual sign-up may be honored it at all possible.

VII. TEST TRACK SUPERVISOR

The Hayward Test Track Supervisors (TTS) shall belong to the Transportation Supervisor (TS) classification, formerly titled as Operations/Senior Operations Supervisor (OS/SOS).

The Test Track Supervisor shall be selected through its own separate internal/external job posting with a starting salary reflecting the average of all existing Transportation Supervisor salaries as the date of this MOU. This position will have its own hiring panel and a pool developed specifically for this job separate from the Transportation Supervisor hiring panel and pool. The successful candidate will have a minimum of three (3) years Train Operations experience and be capable of successfully completing qualification testing.

Seniority within the Transportation Supervisor classification will be determined by date of hire into the Test Track Supervisor position and shall be preserved for the duration of the new car project, or until the position is eliminated and the Test Track Supervisor is transferred in to the Transportation Supervisor bid schedule.

There shall be up to five (5) Test Track Qualified volunteers selected by Transportation Supervisor seniority with priority given in the following order:

1. A/L/S Line Transportation Supervisors
2. Systemwide Transportation Supervisors
3. Senior/Operations Supervisor – Operations Liaison

Overtime will be handled in accordance with the CBA and the aforementioned priority list. The Test Track Supervisor will have priority over any available overtime at the Test Track. In the event there is no overtime available at the Test Track, the TTS will be eligible to select any available Special Overtime (SPOT) after the TS SPOT overtime list has been exhausted systemwide.

In return, Test Track Qualified Supervisors will be eligible to select Test Track overtime based on seniority and/or the least amount of Test Track overtime hours worked for that current bid.

The Test Track Supervisor will be given the opportunity to bid into the Transportation Supervisor classification beginning with the 2019 systemwide bid which takes place the first Monday of December, 2018. If the Test Track Supervisor exercises this option, the Test Track Supervisor position will be offered to the best qualified Transportation Supervisor through a Letter of Interest. If there is no interest, a Test Track shift will be created and placed on a schedule to be bid by seniority order.

If the Test Track Supervisor decides to remain at the Test Track, he/she will do so until the systemwide bid of 2021, which will take place the first Monday of December, 2020.

Vacations and Overtime will be handled in accordance with the CBA.

Upon completion of the new test car project and/or until the capially funded position expires, the TTS will be transferred to the Transportation Supervisor ranks based on Date of Hire into the classification seniority.

13.3 MAINTENANCE

I. VACATION ALLOCATION

- A. The District shall post a yearly vacation allocation calendar on or before the first Monday of February for the forthcoming March 1 through the last day of February. Vacations will be allocated throughout the year subject to operating and staffing requirements of the Department. Employees shall complete their vacation selections prior to February 15 of the vacation year.
- B. Maintenance employees will select vacation periods by classification seniority.
- C. Only one (1) vacation leave up to full accrual can be picked in the first go-round. After all employees in the functional classification have made their initial selection classification seniority will again prevail for the subsequent selections.
- D. On and after March 1 of the vacation year, employees may select any remaining vacation periods on a first-come, first-serve basis.
- E. A vacation period may be cancelled by an employee upon one (1) week's written notice, except that in an emergency no notice is required. Upon cancellation vacation periods will be immediately posted for re-selection on a first-come, first-serve basis. Employees may select a cancelled vacation period providing staffing and operating requirements are met.
- F. Vacation periods will be allocated to coincide with an employee's scheduled rest days if at all possible.
- G. Annual vacation period selection is valid only for present approved work location. The vacation selection may be carried to a new work location only if it does not interfere with scheduled vacations or staffing and operating requirements of the new work location.

13.4 OPERATIONS SUPERVISOR LIAISON

I. SENIORITY

- A. Seniority in this job classification shall be defined by the date of hire into the Operations Supervisor Liaisons ("OSL") job classification, and as otherwise described herein.
- B. If the date of hire into the OSL job classification is the same for two (2) or more employees than any current or previously

AFSCME-represented employee will be determined to be the most senior employee. If two (2) or more employees fall in this category, then the seniority ranking between those two employees shall be determined by the District date of hire.

- C. At any time, if the date of hire into the job classification is the same for two (2) or more employees, and where no other provisions in this section apply to define which of those employees is the most senior, seniority shall be established by the senior date of birth of said employees.

II. EMPLOYEE SHIFTS

- A. A workday for OSLs shall consist of at least eight (8) consecutive hours of work with a scheduled starting time inclusive of meal periods and breaks. OL shall receive a thirty (30) minute lunch and two fifteen (15) minute rest breaks, which shall be considered as hours worked for pay purposes.
- B. Each shift shall begin and end at the same assigned reporting location, and once bid, such location will not change.
- C. In case of emergency, urgent needs, or unforeseen circumstances, the District may assign an employee to a temporary shift assignment for up to thirty (30) days. Such assignment may only occur involuntarily up to three (3) times per employee during a shift schedule bid. Subject to other provisions of this Agreement governing choice of shifts, notice of any changes in shift assignment will be given in writing, to any affected employee, no later than 12:00 p.m. of the prior Friday. A change in shift assignment for two (2) work weeks or less shall not change the employee's reporting location.

III. BIDDING PROCESS

- A. Management shall consult with the Union prior to establishing a shift schedule bid.
- B. Each time a shift schedule bid is developed, employees shall bid in the following manner:
 - 1. There shall be a specific number of shifts. The total number of shifts will be equal to, or greater than, the total number of employees eligible to bid.
 - 2. Employees shall bid for shifts by proxy. Proxies shall be awarded by seniority. Employees who fail to submit a proxy,

shall be assigned a shift by the Union Representative conducting the bid. The Union Representative shall use his/her best efforts to select a shift assignment and days off as close as possible to the employee's present assignment and such selection shall be final.

3. Once bids are posted, the shifts cannot be changed or adjusted unilaterally by Management.
- C. No later than fourteen (14) days after all the new hires from the 2017 job posting have begun work or by April 1, 2018, whichever date occurs first, there will be an initial shift schedule bid.
1. Thereafter, there shall be one (1) annual bid each calendar year, the duration of each being approximately twelve (12) months. The start and end dates of each annual bid shall be agreed to by both parties.
 2. The parties may otherwise change the duration of any annual bid, and/or agree to an additional annual bid, by mutual agreement.
- D. Proposed shift schedules shall be furnished to the Union at least fifteen (15) working days prior to conducting the bid. The Union shall respond to the proposed shift schedules at least ten (10) working days prior to conducting the bid. The final shift schedules available for bid shall be posted at least five (5) working days prior to conducting the bid. Once the bid is completed, shift schedules shall be posted and distributed to each employee, at least five (5) working days prior to the date when the bid becomes effective.
- E. Should a job be eliminated, created, or a permanent vacancy occurs during the term of the annual bid, positions shall be awarded through an Advanced Bid Form ("ABF") Process. All OSLs shall be required to maintain with the District an ABF indicating their priority preferences for shift, regular days off ("RDOs"), and work location. Forms will be submitted and processed electronically.
1. The most recent submission will be used to fill an open position, provided that form was filed at least twenty-four (24) hours prior to the bid, the last form on file immediately

preceding the twenty-four (24) hours before the bid shall be used.

2. Position awards made as a result of the ABF process shall be final and binding upon the employee and the District. Should the District be unable to fill a position opening by means of the above procedure, said position shall be posted for bid in accordance with the annual bid procedures.
3. The Union will be given at least seven (7) days prior notice of any District intention to redline or abolish a position. All Advance Bid information and material shall remain confidential. A designated Union officer may be present when the District initiates the ABF Process software.

IV. VACATION ALLOCATION

- A. The District shall post a yearly vacation allocation calendar on or before the first Monday of December for the forthcoming January 1st through December 31st. Vacations will be allocated throughout the year, and employees will be allowed to bid one (1) block at a time. Each block shall be limited to a minimum of one (1) work week and a maximum of three (3) work weeks, in one (1) week increments. Employees shall complete their vacation selections prior to January 1.
- B. Employees may only bid vacation selections based upon annual vacation accruals based on years of service. Vacation hours will be checked three (3) weeks prior to the dates requested. If the employee does not have sufficient vacation hours accrued and on the books at that time, the vacation week may be cancelled by the Supervisor/Manager and the time made available for rebid by seniority.
- C. Once bid, employees may use floating holidays to complete the vacation week(s).
- D. Employees will select vacation periods by classification seniority. On and after January 1 of the bid year, employees may select any remaining vacation periods on a first-come, first-serve basis. Those selections will be subject to staffing requirements.
- E. A vacation period may be cancelled by an employee upon two (2) weeks' notice, except that in an emergency, no notice is required. Upon cancellation, vacation periods shall be immediately posted for

re-selection by classification seniority. Employees may select a cancelled vacation period provided staffing requirements are met.

V. TIME-OFF REQUEST PROCEDURES

Requests for time-off of less than a workweek will be granted in the following manner, subject to staffing needs:

- A. An employee may submit a vacation day(s) or floating holiday(s) request at any time. If a request is received ten (10) days prior to the request date, seniority will prevail in granting the time off. Vacation and floating holiday requests received less than ten (10) days from the requested date will be granted on a first-come first-serve basis, if available.

VI. OVERTIME ALLOCATION

The overtime list referenced in this Section shall include both OSLs and SOSLs.

- A. Available overtime will be posted at least ten (10) calendar days prior to the scheduled date or as soon as practicable. Except as otherwise provided below, overtime shall be on a voluntary basis.
- B. Accrued overtime will be recorded on an Overtime List. This list will be updated bi-weekly. Overtime records shall be available for purposes of determining overtime assignments.
- C. Employees on duty will have first choice for early starts and extensions on their specific assignments, regardless of overtime hours worked, before going to the Overtime List.
- D. If two (2) or more persons desire the overtime, the person with the lowest accrued overtime in the calendar year will be selected. If two (2) or more persons with an equal amount of accrued overtime desire the overtime, seniority will prevail.
- E. If overtime is required but unknown in advance, or if there are insufficient volunteers for posted overtime, overtime may be assigned by inverse seniority as follows: first extension of on-duty employees in inverse seniority order, second by early starts in inverse seniority order.
- F. In the event that work is at a location that is only accessible at the beginning or end of the work, overtime may be assigned by the extension of on-duty employees at that job site.

VII. HOLIDAY SCHEDULING

Should Management determine that work is required on the day a holiday is observed, the holiday assignment will be offered in the following order:

- A. Any employee who is normally scheduled to work an assigned project for which there is work, and is normally scheduled to work the day on which the holiday falls, will have first priority. If two or more persons fall in this category, seniority shall prevail.
- B. Any employee normally scheduled to work the day on which the holiday falls, but not assigned to the project for which there is work, will have second priority. If two or more persons fall in this category, seniority shall prevail.
- C. The holiday assignment will be offered to any remaining employees on the basis of seniority amongst those employees.
- D. Should there be no volunteers for work on a holiday, assignment will be made by inverse seniority amongst the employees scheduled to work the day on which the holiday falls.

VIII. SENIOR OPERATIONS SUPERVISOR LIAISON APPLICANTS

Selection for SOSL positions will be made on the basis of best qualifications, as determined by BART; however, all other factors being equal, current OSL employees will be given preference over other applicants.

13.5 DMU SYSTEM CLASSIFICATIONS

The DMU System Rail Controller and the Road Supervisor of Engines (RSE) classifications were created as part of the accretion of the eBART bargaining unit into the AFSCME BART bargaining unit, and the work associated with these classifications is recognized as part of the AFSCME BART bargaining unit. The DMU System Rail Controller and the RSE are within the Transportation Department.

I. HOURS OF SERVICE

The District will comply with state and federal law, regulations, and guidelines regarding rest periods. The District shall not require or permit, except in exigent circumstances, any safety sensitive employee to remain on duty for more than twelve (12) consecutive hours.

Employees will not remain on duty for more than twelve (12) consecutive hours or more than an aggregate of twelve (12) hours spread over a period of sixteen (16) hours except in exigent circumstances. Employees shall have a minimum of eleven (11) hours off between scheduled work shifts except in exigent circumstances. These hours are subject to change in the event the CPUC GO 143 (B) standard on hours of service changes.

II. SAFETY SHOES

Safety shoes shall be worn by employees as required by the District during their on-duty hours. Upon retention by the District, each employee shall be provided with one hundred sixty-five dollars (\$165) for the purchase of such shoes. Thereafter the District will reimburse one hundred sixty-five dollars (\$165) annually to each employee required to wear safety shoes.

Annual payment for the purchase and maintenance of safety shoes will be made in the month of September of each fiscal year on a separate check.

The safety shoes shall be the best suited to the employee's work environment, meet requirements of the Chief Safety Officer or designee who will set reasonable requirements based on applicable law and regulations.

DMU System Rail Controllers shall only be required to wear Safety Shoes, and thus receive this allowance, so long as they are located at Antioch. Upon relocation to the OCC, DMU System Rail Controllers shall no longer be required to wear Safety Shoes and shall no longer receive this allowance.

III. SAFETY GLASSES

A. Those employees designated by the District as required to wear eye protection and who presently wear prescription glasses will be furnished prescription safety glasses.

B. Those employees who presently wear prescription glasses will be required to take an eye examination and utilize whatever medical coverage they have that includes this provision. If the employee's medical coverage does not include eye examinations, the District will provide; however, this does not include "first-time" eye examination.

C. Safety prescription glasses provided under this program shall not be altered without District approval.

- D. Prescription or Plano safety glasses shall be worn, as directed by the District.
- E. The District will pay for the glasses and employee may select whatever style he/she wishes provided the glasses comply with prescription safety glasses specifications (American National Standards, Z87.1-2015). Only District authorized optical vendors shall be patronized.
- F. Prescription safety glasses furnished under this Section will become the property of the employee and a condition of employment is the requirement to wear them while on the job.
- G. An employee will be allowed no more than one-half (½) hour at straight time rate of pay off the job annually for the purpose of purchasing prescription safety glasses as stated above.
- H. Safety glasses will be properly fitted and provided by the District.
- I. The District will provide the Union with a list of vendors within close proximity of all stations.
- J. Additional costs incurred which exceed the amount allotted by the District to the vendor shall be deducted from the employee's paycheck.
- K. DMU System Rail Controllers shall only be required to wear Safety Glasses so long as they are located at Antioch. Upon relocation to the OCC, DMU System Rail Controllers shall no longer be required to wear Safety Glasses.

IV. INSTRUCTOR PREMIUM

An employee assigned by the District to routinely and consistently train other employees shall be compensated with an additional one and one-half (1½) hours of pay at the employee's existing base rate of pay for any instruction up to four (4) hours, or with an additional three (3) hours of pay for any instruction greater than four (4) hours. An employee is considered to be "routinely and consistently" instructing or training another employee whenever he/she is temporarily assigned to specifically instruct or train an employee on a specific job, because instruction and training are part of the normally required duties of this assignment.

The Road Supervisor of Engines shall not be eligible to receive the instructor premium unless assigned in writing by the District to train another Road Supervisor of Engines.

V. EMPLOYEE SHIFTS

An employee shall be assigned shifts which shall consist of a minimum of forty (40) hours in the workweek with at least two (2) consecutive days off. A workday shall consist of at least eight (8) consecutive hours of work, with a scheduled starting time inclusive of meal periods and breaks.

Paid rest and lunch breaks provided herein shall be considered as hours worked for pay purposes.

VI. SPECIAL PROVISIONS FOR DMU SYSTEM RAIL CONTROLLERS ONLY

A. Seniority

Seniority shall be defined by the time in service (date of hire or promotion) with the District, by job classification, and as otherwise described herein.

If the date of hire or promotion into the job classification is the same for two (2) or more employees, then any AFSCME represented employee will be treated as the most senior employee. If two (2) or more AFSCME represented employees fall into this category, then the seniority ranking between those employees shall be determined by his/her District date of hire.

If the date of hire or promotion into the job classification is the same for two (2) or more employees, then any non-AFSCME represented employee shall be treated as the next most senior employee. If two (2) or more non-AFSCME represented employees fall into this category, then the seniority ranking between those employees shall be determined by his/her District date of hire.

At any time, if the date of hire or promotion into the job classification is the same for two (2) or more employees, and where no other provisions in this section apply to define which of those employees is the most senior, seniority shall be established by the senior date of birth of said employees.

B. Reduction in Force

Any reduction in force shall be administered in accordance with Section 2.7, except that for DMU System Rail Controllers, classification seniority shall be controlling, in inverse seniority order.

C. Bidding Process

The District is solely responsible for establishing shift schedules and the number of shifts. The District reserves the right to implement an electronic bidding system. The District shall consult with the Union prior to establishing schedules.

Each time a shift schedule is developed, employees shall bid in the following manner:

There shall be a specific number of shifts, the number to be determined by the District. The total number of shifts will be equal to, or greater than, the total number of employees eligible to bid.

Employees shall bid for shifts by proxy. Proxies shall be awarded by seniority. Employees who fail to submit a proxy, shall be assigned to a shift by the Union Representative conducting the bid. The Union Representative shall use his/her best efforts to select a shift assignment and days off as close as possible to the employee's present assignment and such selection shall be final.

Once bids are posted the shift hours cannot be changed or adjusted unilaterally by the District. There shall be two (2) schedule bids a year, the duration of each being approximately six (6) months. The start and end dates shall be agreed to by both parties, but in general will correspond with core BART's potential changes to train schedules. The parties can change the duration of the bid by mutual agreement.

Shift schedules shall be furnished to the Union ten (10) calendar days prior to posting. Shift schedules shall be posted and distributed to each employee at least two (2) weeks before the bid is effective. The bid shall be conducted one (1) week after posting.

D. Structured Overtime

The District may establish a schedule including structured overtime. Structured overtime shall be defined as scheduled hours in the regularly bid shift in excess of eight (8) hours, but not to exceed nine (9) hours, a day for employees on a regular workweek, or ten (10) hours, but not to exceed ten and a half (10½) hours, a day for employees on a 4/10 workweek. Structured overtime shall be paid in accordance with the Overtime Section 4.1 of this Agreement.

E. Overtime Allocation

1. Available scheduled overtime will be posted at least ten (10) calendar days prior to the scheduled date or as soon as it is practicable.

2. Overtime worked, excluding structured overtime in a regularly bid shift, shall be on a voluntary basis except as stated below in Section E. If two (2) or more persons desire the overtime, the person with the lowest accrued overtime will be selected. If two (2) or more persons with an equal amount of accrued overtime desire the overtime, seniority will prevail. Accrued overtime is defined for this purpose as the sum of all unscheduled overtime hours worked in a regular shift schedule bid. Accrued overtime will be recorded on an Overtime List. This list will be updated bi-weekly.
3. Overtime records shall be available for purposes of determining overtime assignments.
4. When overtime needs (i.e., vacancy[ies]) cannot be posted due to time constraints, less than forty-eight (48) hours prior to the start of the shift, the vacancy(ies) will be filled as follows:
 - a. Soliciting eligible volunteers from the Overtime List, with the person with the lowest accrued overtime being offered the vacancy(ies).
 - b. Voluntary Extensions of on duty employees in seniority order.
 - c. Voluntary Early Starts in seniority order.
5. Only when use of the above procedures has not solicited sufficient volunteers to fill vacancy(ies) within the AFSCME bargaining unit, only then management may assign overtime by inverse seniority as follows:
 - a. Extension of on duty employees in inverse seniority order.
 - b. Early Starts in inverse seniority order.
6. An employee may elect in writing to opt out of being included on the Overtime List for the purposes of being offered voluntary overtime at the time of bid sign-up. An employee who has opted out of the Overtime List may call to add his/her name to the bottom of the list without regard to accumulated hours or seniority at any time on a day to day basis. An employee may elect in writing to opt-in on the Overtime List at any time, to be effective the following month.

Overtime allocation procedures may be changed by mutual agreement. This Section is subject to Section 13.5 (I) Hours of Service.

F. Extra Board

The District reserves the right to establish an extra board. The DMU System Rail Controllers assigned to the Extra Board will be used to fill vacant shifts as required.

1. Extra board shifts, including report time when free, and RDOs will be selected and bid in conjunction with regular shift selections. Extra Board personnel will be guaranteed a minimum eight (8) hours work/pay per day on each of five (5) days in the workweek.
2. Based on operational needs and availability, free Extra Board personnel may be assigned to either day or night shift assignments. Same day Extra Board work will be assigned to assume a shift on a first in first out process. Extra Board personnel can work up to twelve (12) hours a day, when assuming a shift. Extra Board personnel will be available for work assignments throughout their shift. Overtime procedures will be used to fill any shifts or portions of shifts which cannot be covered by Extra Board personnel.
3. The next day's Extra Board assignments, if different from the Extra Board personnel's normal shift, will be posted no later than 1600 hours. Extra Board personnel not assigned to a hold-down, defined as a vacancy of a full work week or more, will be required to call the Center Manager after 1600 hours to receive the next day's assignment if they are unable to review the extra board assignment posting. Extra Board personnel shall not be assigned to shifts with start times from 0001 to 0200 hours.
4. Extra Board personnel will fill vacancies on a one-for-one basis. If a position is vacant, the Extra Board personnel will fill that position. Otherwise, Extra Board personnel may be assigned to assume Special Assignments as posted, prior to use of overtime.
5. Hold-downs will be assigned to Extra Board personnel closest to their regular hours and RDOs. Hold-down assignments will be posted by 1600 on Friday. Once posted the RDOs cannot be changed. An employee who is assigned a hold-down will assume the conditions of that hold-down including the RDOs. If, in the assumption of that hold-down, the employee works six (6) and/or seven (7) consecutive day(s), the employee shall be compensated at one and one-half ($\frac{1}{2}$) the regular rate of pay.

G. Vacation Allocation

1. The District shall post a yearly vacation allocation calendar on or before the first Monday of February for the forthcoming March 1st through the following February 28th. Vacations will be allocated throughout the year, and employees will be allowed to bid one (1) block at a time. Each block shall be limited to a minimum of one (1) work week and a maximum of three (3) work weeks, in one (1) week increments. Employees shall complete their vacation selections prior to February 28th. Every week during the calendar year from March 1st through the following February 28th shall be available for bid to at least one (1) employee per week. Employees shall select vacation periods by seniority. A Union Representative shall conduct the vacation sign-up.
2. Employees may only bid vacation selections based upon expected vacation accruals at the time of their vacation week(s) and not based upon floaters or compensatory time. Vacation hours will be checked two (2) weeks prior to the dates requested. If the employee does not have sufficient vacation hours accrued, the vacation will be cancelled by the Supervisor/Manager and the vacation weeks made available for rebid by seniority. Once bid, employees may use compensatory time and/or floating holidays to complete the vacation week(s).
3. On and after March 1 of the bid year, employees may select any remaining vacation weeks on a first-come, first-serve basis.
4. A vacation period may be cancelled by an employee upon two (2) weeks' notice, except in an emergency where no notice is required. Upon cancellation, vacation weeks shall be posted within two (2) working days for rebid by seniority. Once bid, employees may use compensatory time and/or floating holidays to complete the vacation week(s).
5. Employees may use accrued single vacation days, pursuant to the time off request procedures stated in Section 13.5 (X) and subject to the staffing needs of the District.

H. Holiday Scheduling

The District shall be responsible for determining staffing levels for all holidays. In addition, all time off for holidays will be subject first to the staffing needs of the District as determined by management.

Holiday staffing needs will be posted at least one (1) month in advance, but no earlier than six (6) weeks, before the holiday.

Holiday bids will be conducted by proxy submitted to the Union two (2) weeks after posting. Holiday shifts will be granted to the employee with sufficient rest in the following order:

1. Seniority order for any employee normally scheduled to work the holiday.
2. Seniority order for any employee not scheduled to work the holidays.

If there are any vacant holiday shifts after all bids have been submitted, the employee with the lowest seniority, who normally works on that day, shall be inversely assigned to fill the vacant shift. Inverse assignments will not be applicable to employees on their RDOs or on a scheduled week of vacation. The tentative bid results shall be submitted to management within twenty-four (24) hours after the bid is completed by the representative. Once management has reviewed the tentative bid, the holiday bid will be posted immediately.

The Union may change the manner in which seniority is applied as it pertains to holiday bids after discussing with management.

Floating holidays shall be granted consistent with the scheduling ability of the employee's department. Requests for use of floating holidays are more likely to be granted where employees provide a minimum of five (5) working days' notice.

I. Time-Off Request Procedures

Requests for time-off of less than a workweek shall be granted in the following descending order, subject to the staffing needs of the District:

1. Vacation Day(s)

An employee may submit a vacation day(s) request at any time. If a request is received ten (10) days prior to the request date, seniority will prevail in granting the time off. Vacation requests received less than ten (10) days from the requested date will be granted on a first-come first-serve basis, if available.

2. Floating Holidays

An employee may submit a floating holiday request at any time. Floating holidays shall be granted on a first-come first-serve basis. Requests for use of floating holidays are more likely to be

granted where employees provide a minimum of five (5) working days' notice.

3. Compensatory Time

An employee may submit a compensatory day request at any time. Requests for compensatory time shall receive consideration after all other requests for time off have been honored.

J. Meal and Rest Breaks

For DMU System Rail Controllers only, if a meal or rest break is missed due to single staffing, that missed meal and/or rest breaks shall be compensated at the applicable overtime rate as follows:

1. If any portion of a lunch break is missed during the first twenty (20) minutes, the entire thirty (30) minute lunch break shall be compensated in addition to hours worked. If any portion of a lunch break is missed after twenty (20) minutes have elapsed, only the minutes remaining shall be compensated in addition to hours worked.
2. A break not received in its entirety shall be a missed break, and the DMU System Rail Controller shall be compensated for the entire break in addition to the payment for hours worked.

14.0 COMMITTEE PROVISIONS

14.1 JOINT UNION / MANAGEMENT COMMITTEE

The parties agree to establish a Joint Union/Management Committee to assist the District in transitioning to and implementing a management style and organization culture that values and includes more direct participation by employees in the business decision making process.

The size, composition, structure, duration, authority and responsibility of the Committee will be determined through further discussion with the Union. The District agrees to allow designated Union Committee members time off work, as appropriate, to attend Committee meetings and participate in Committee activities. The District will further provide administrative staff support for the Committee as appropriate.

14.2 BENEFITS REVIEW

The District and the Union agree that the Department Manager of Human Resources or designee and top officials/consultants shall meet annually between the months of March and May to discuss the District's benefits

plans. This discussion may include a review of the status of the plans, the preceding year's experience under the plans, levels of coverage, alternative benefits and other matters relating to employee benefits.

14.3 INVESTMENTS COMMITTEE

The District and the Union agree that the Department Manager of Human Resources or designee and top officials/consultants shall meet annually between the months of March and May to discuss the District's benefits plans. This discussion may include a review of the status of the plans, the preceding year's experience under the plans, levels of coverage, alternative benefits and other matters relating to employee benefits.

- A. The Committee would meet at least quarterly on District time, and on such special occasions as necessary to administer the Plans, although no paid time off would be authorized for individual members of the Committee acting independently.
- B. The Committee would also function to review and approve requests for emergency withdrawal of funds due to hardship situations.
- C. Actions by the Committee, unless otherwise specified, would continue to require a 4/5 vote.
- D. Each entity (BART and the four organizations) would designate a Primary Representative and an alternate Representative to serve on the Committee meetings (staff could also attend in nonvoting capacities). These two representatives would be the only recognized Representatives from each Union/Association for purposes of time off for Committee meetings. Recognized Representatives would be made whole only for time spent in Committee meetings which overlap scheduled work time.
- E. The 6.65% annual contribution by BART (on a maximum salary of \$29,700) in behalf of each employee would not be costed as a part of the economic package in future collective bargaining between any of the Unions and BART; however, any proposals and increases in such contributions resulting from negotiations could be considered as a part of the economic package offered by BART to represented employees.

15.0 EFFECT & TERM OF AGREEMENT

15.1 INTERPRETATION

In the event of conflict, Special Provisions shall prevail over General Provisions.

15.2 BENEFICIAL PRACTICES

Claims for beneficial practices will be negotiated in good faith with the Union by the Labor Relations Manager or designee, with discussions and an appeal to the General Manager whose decision is final. The General Manager shall meet with the Union President no later than sixty (60) calendar days after receipt of the appeal.

15.3 SIDE LETTERS (SLS) & MEMORANDA OF UNDERSTANDING (MOUS) DEFINITIONS

- A. Side Letter: A binding agreement which changes existing contract language or adds or deletes language from the contract. Side letters require ratification by the District's Board of Directors and the membership of the Union.
- B. Memorandum of Understanding: A binding agreement which clarifies existing contract language or sets forth procedures which implement contract language. MOUs do not require ratification by the District's Board of Directors or the membership of the Union.

15.4 DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2021 and shall remain in full force and effect up to and including June 30, 2027.

Commencing in 2020, the District implemented a 7-point plan intended to address budgetary concerns facing the District. As that plan progresses during the term of this agreement, the District may determine that a reduction in force is necessary, in accordance with the relevant sections of the unit-specific Labor Agreement. If a reduction in force is anticipated, the Parties may, with mutual agreement, open the contract and commence negotiations to identify potential cost savings to reduce or avoid the need for such reduction in force.

15.5 ENTIRE AGREEMENT

This Agreement expresses and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorizing officers and representatives this day,

3/6/2015

FOR THE DISTRICT

By: 
Grace Crunican,
General Manager

By: 
Paul Oversier
Assistant General Manager,
Operations

Rudy Medina,
Labor Relations, Department
Manager

By: 
Ken Philippi,
Labor Relations

FOR THE UNION:

By: 
Patricia Schuchardt,
President, AFSCME Local 3993

District Negotiating Team:

Barbara Greening
Linda Vasquez
Joe Torrisi
Amelia Sandoval
Andrea Ravas

AFSCME Negotiating Team:

Sal Cruz, Vice President
Melissa Miller, Secretary
Vivian Gunderson, Treasurer
Helen Lopez
Rube Warren
Ken Perez
Pat Corbett
Kimberly Mahoney
Lars Czujko
Tony Pasol
Lisa Harlow, Business Agent
George Popyack,
AFSCME District Council 57

PREAMBLE

APRIL 7, 2016

The Parties have agreed to an extension of the 2013 - 2017 Collective Bargaining Agreement. All terms and conditions of the 2013 - 2017 Agreement shall be extended through June 30, 2021. All terms and conditions of the 2013 - 2017 Agreement shall remain in full force and effect, throughout the extended term, except as noted in the attached tentative agreements.

FOR THE DISTRICT

FOR SEIU

Grace Crunican,
General Manager

John Arantes
President, BART Chapter

Carol Isen,
Chief Labor Relations Officer

Olivia Rocha
President, BART Professional Chapter

APPROVED AS TO FORM:

FOR ATU

Office of the General Counsel
By Victoria R. Nuetzel

Chris Finn
President/Business Agent, ATU Local 1555

FOR AFSCME

Sal Cruz
President, AFSCME Local 3993

CONTRACT EXTENSION

APRIL 7, 2016

The San Francisco Bay Area Rapid Transit District (“BART”) and the American Federation of State, County and Municipal Employees Local 3993 (“AFSCME”) have negotiated and reached a tentative agreement for an extension of the current contract, which is currently set to expire on June 30, 2017, to June 30, 2021 as specified herein. The parties agree that final approval of the terms set forth herein is subject to ratification by AFSCME membership and the BART Board of Directors.

BART and AFSCME agree that the terms and conditions of the labor agreement between them which is currently set to expire effective June 30, 2017, shall be extended to June 30, 2021.

All terms and conditions of the Agreement shall remain unchanged during the extended term with the following exceptions:

Section 25 [now Section 5.1] and 39 [now Section 5.2] – The Parties agreed, under certain terms and conditions, to negotiate modifications to these provisions;

Section 33 [now Section 6.2] – Shall be revised to reflect the \$37 premium increase for an additional four (4) years;

Section 47.8 [now Section 3.1] – Shall be revised to reflect a 2.5% salary increase effective 7/1/17, a 2.5% salary increase effective 7/1/18, a 2.75% salary increase effective 7/1/19 and a 2.75% salary increase effective 7/1/20;

Section 47.3 [now Section 3.2] – Shall be revised to reflect that all annual pay progression increases shall be delayed for six (6) months, from June to January;

Section 47.9 [now Section 3.7] – Minute Clarification, shall be revised to reflect the Average Weekday Ridership and Core System % Growth over prior year as reflected in the Adopted SRTP, October 2014 for FYs 18, 19, 20 and 21;

Section 35 [now Section 11.1] – Section [F]2a shall be revised to reflect the applicable accrual and election periods from 2018-2021;

Section 1 [now Section 15.3] – Shall be revised to reflect the new termination date, June 30, 2021.

In addition to the above, the Parties further agree to the following:

Any and all provisions including the provisions of Section 47.1(C) [now Section 2.1], which require BART to perform salary surveys, shall be suspended upon ratification of this extension; however, upon request by the Union, BART may agree to perform a salary survey. Nothing herein shall preclude BART from reviewing pay rates and the salary structure for any BART position including those represented by AFSCME.

Upon ratification of this extension, the Contract shall be amended, as required, to reflect that all Pay Bands (including but not limited to all quartiles and all minimum and maximum salary ranges) for AFSCME members are increased and shall in the future be increased by the amount of all contractual raises, including those specified in Sections 47.8 [now Section 3.1] and 47.3 [now Section 3.2]. It is further agreed that the adjustment of those pay bands as set forth herein shall, and is expressly intended to, eliminate redlining and that all redlining language throughout the Agreement shall be deleted.

Within sixty (60) days following the adoption of a new Classification and Compensation Plan with respect to BART's non-represented employees, the Parties shall negotiate regarding options to convert AFSCME's pay progression plan to a step based pay plan.

All other terms and conditions shall remain unchanged except to the extent that such terms and conditions may be modified by operation of State and Federal Law.

FOR THE DISTRICT

FOR AFSCME

Grace Crunican,
General Manager

Sal Cruz
President

Carol Isen
Chief Labor Relations Officer

EXTENSION AGREEMENT

OCTOBER 30, 2020

The San Francisco Bay Area Rapid Transit District (“BART”) and the American Federation of State, County and Municipal Employees Local 3993 (“AFSCME”) have agreed to extend the 2013-2021 Labor Agreement and create a successor agreement for the term July 1, 2021 through June 30, 2024. All terms and conditions of the CBA shall remain in full force and effect throughout the new term with the exception of those terms which the parties have negotiated and agreed to modify as noted in the tentative agreements.

This Agreement is expressly contingent upon the execution and ratification of a Side Letter agreeing that the AFSCME eBART bargaining unit shall be accreted into the CBA with the addition of certain terms and conditions, as set forth in the tentative agreements, expressly related to the accreted eBART classifications and duties. The Parties expressly agree that effective June 30, 2021, or upon the reclassification of all eBART employees into AFSCME BART classifications, whichever occurs first, and contingent upon ratification of this extension agreement, the AFSCME eBART unit shall be dissolved and the terms and conditions of the AFSCME eBART Collective Bargaining Agreement shall be dissolved and not used for any purpose.

This Agreement is also expressly contingent upon agreement that AFSCME shall take no action to object or otherwise oppose the contracting out of the management services (with the exception of the duties that are currently performed by AFSCME bargaining unit employees at 300 Lakeside Drive [“LKS”]) to be performed at the new BART Headquarters for a minimum period of five (5) years from the date of the anticipated move to that location, June 30, 2021. Said Agreement shall be memorialized in a Letter of Agreement executed concurrently with this Agreement.

FOR THE DISTRICT:

FOR THE UNION:

_____ 11/5/20
Robert M. Powers Date
General Manager
Bay Area Rapid Transit District

_____ 11/5/20
Sal Cruz Date
President
AFSCME, Local 3993

EXTENSION AGREEMENT

JUNE 14, 2022

The San Francisco Bay Area Rapid Transit District (“BART”) and the American Federation of State, County and Municipal Employees Local 3993 (“AFSCME”) have agreed to extend the 2021-2024 Labor Agreement through June 30, 2025. All terms and conditions of the CBA shall remain in full force and effect throughout the new term with the exception of those terms which the parties have negotiated and agreed to modify as noted in the attached tentative agreements.

This Agreement is expressly contingent upon the execution and ratification of the tentative agreements by AFSCME and the BART Board of Directors.

Date: 6/14/22

FOR THE DISTRICT:

FOR THE UNION:

Robert Powers
General Manager
Bay Area Rapid Transit District

Sal Cruz
President
AFSCME, Local 3993

David Coleman
Acting Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM

Jeana Zelan
Office of the General Counsel

EXTENSION AGREEMENT

JULY 11, 2024

The San Francisco Bay Area Rapid Transit District (“BART”) and the American Federation of State, County and Municipal Employees Local 3993 (“AFSCME”) have agreed to extend the 2021-2025 Labor Agreement through June 30, 2027. All terms and conditions of the CBA shall remain in full force and effect throughout the new term with the exception of those terms which the parties have negotiated and agreed to modify as noted in the attached tentative agreements.

This Agreement is expressly contingent upon the execution and ratification of the tentative agreements by AFSCME and the BART Board of Directors.

Date: 7/11/24

FOR THE DISTRICT:

FOR THE UNION:

Robert Powers
General Manager
Bay Area Rapid Transit District

Sal Cruz
President
AFSCME, Local 3993

David Coleman
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM

Amelia Sandoval-Smith
Office of the General Counsel

MEMORANDA OF UNDERSTANDING & SIDE LETTERS OF AGREEMENT

July 31, 2009

**SIDE LETTER OF AGREEMENT: AFSCME/SL 05-09
AFSCME “ME TOO” CLAUSE**

SL 05-09 (07/2005) AFSCME “Me Too” Clause

Mr. Gary Connely
Principal Labor Relations Analyst
BART District
300 Lakeside Drive, 20th Floor
Oakland, CA 94612

Dear Mr. Connely:

Per our discussion, this side letter will be adopted at the same time the parties adopt the successor to the 2005-2009 District-AFSCME labor agreement. It is a “me too” agreement on certain terms that are simultaneously under discussion between the District and several of its unions. It shall be deemed a part of the successor to the 2005-09 District-AFSCME labor agreement. The parties agree as follows:

This side letter repeatedly references “the successors to the 2005-09 District ATU/SEIU Agreements.” The parties agree that throughout this side letter agreement, “the successors to the 2005-09 District ATU/SEIU Agreements” shall include the successor to the 2005-09 District-ATU collective bargaining agreement and the successor to the 2005-09 District-SEIU Local 1021 collective bargaining agreement. If the referenced benefit and/or contract term in the successor to the 2005-09 District-ATU collective bargaining agreement, differs in substance from the referenced benefit and/or contract term in the successor to the 2005-09 District-SEIU agreement, then AFSCME shall elect whether the employees covered under the successor to this District-AFSCME Agreement shall receive the benefit and/or contract term as stated in the successor to the 2005-09 District-ATU collective bargaining agreement, or as stated in the successor to the 2005-09 District-SEIU collective bargaining agreement.

The employees covered under this successor to the 2005-09 AFSCME Agreement shall receive the same general across the board percentage base wage increase and one-time-only lump sum wage payments, if any, as granted to the employees covered by the successors to the 2005-09 District ATU/SEIU Agreements provided that AFSCME can pay for such salary adjustments through cost reductions over and above the established 2009 cost saving goal.

If the District grants specialized adjustments to ATU and/or to SEIU for other wage premiums or individual classifications wage rate increases, apart from the general across the board increases (excluding COLA), the District shall calculate the on-going cost of such adjustments amount as a percentage of ATU and/or SEIU bargaining unit base wages plus percentage-based fringe benefits for the year in which such increase(s) take effect. The District shall promptly notify AFSCME of this percentage(s). AFSCME may within fourteen (14) days after receipt of such notice propose the manner of distributing the on-going cost of its equivalent percentage (e.g. for particular premiums, classification adjustments, individual employee adjustments, etc.) provided that AFSCME can pay for such adjustments in accordance with the methodology in the above paragraph. If the parties are unable to reach an agreement within ninety (90) days after the union proposes such distribution, the percentage for each year of the agreement respectively shall be applied as a uniform percentage across the board wage increase at the commencement of the contract year.

The successor to the 2005-2009 District-AFSCME contract shall have the same effective date(s) and duration under Section 1 (now Section 15.4) of the AFSCME agreement as the successors to the 2005-09 District ATU/SEIU contracts.

Section 12.A (now Section 1.13A)1-5 of the successor to the 2005-2009 District AFSCME Agreement shall have the same terms as the successors to the 2005-09 District ATU/SEIU Agreements with respect to prohibition of sympathy strikes and performing struck work.

Sections 31 (now Section 6.1) and 33 (now Section 6.2) of the successor to the 2005-09 District AFSCME Agreement shall be deemed amended to incorporate all substantive and procedural changes from the 2005-09 District-ATU/SEIU Agreements. This may include, but is not limited to, those provisions concerning the financing, structure, and governance of active and retiree medical insurance plans and related funds.

Section 40 (now Section 5.4) of the successor to the 2005-09 District-AFSCME labor agreement shall have any improvements the successors to the 2005-09 District-ATU/SEIU Agreements have with respect to retirement benefits.

This document is the entire side-letter between the parties. It is effective upon ratification and signing of the successor to the 2005-09 District-AFSCME labor agreement by both parties.

FOR THE DISTRICT:

FOR AFSCME:

Gary L. Connely Date
Labor Relations

Jean E. Hamilton Date
President, Local 3993

June 28, 2005

SIDE LETTER OF AGREEMENT: AFSCME/SL - 8

SL-8 (06/2005) CREATION OF MEDICAL PREMIUM CONVERSION, MSA [FSA], AND DCA

PART A: Parties

The parties to this side letter are AFSCME Local 3993 (hereinafter “AFSCME” or “Union”) and the San Francisco Bay Area Rapid Transit District (hereinafter “District”).

PART B: Background

1. The parties are signatories to a 1997-2001 collective bargaining agreement (hereinafter “1997-01 Agreement”) covering members of the certified AFSCME bargaining unit.]
2. The Agreement provides Medical Premium Conversion, Medical Spending Accounts (hereinafter “MSA’s”), or Dependent Care Accounts (hereinafter “DCA’s”). Medical Premium Conversion, MSA’s and DCA’s are hereinafter jointly referred to as the “Program.” They are mechanisms through which employee health insurance premium contributions, qualified medical expenses not covered by insurance, and qualified expenses incurred by employees to care for certain dependents may be exempted from certain taxes.
3. The parties wish to offer the Program to members of the AFSCME bargaining unit. However, to ensure efficient administration, the District is prepared to do so at this time only if all District bargaining units simultaneously agree to participate on the same terms.
4. The District and its unions established a joint labor-management committee to identify and recommend a vendor to provide certain administrative services related to the implementation and management of the Program.
5. The District will perform certain administrative functions it deems reasonable and necessary related to implementation of the Program not performed by the vendor (e.g. Program communications, creation of general ledger records needed to independently validate enrollment, etc.). For cost estimate and fee calculation purposes, the parties have initially agreed to assume that these functions will require one and one-half full-time equivalent positions, including an SA III H1 (payroll) and a Clerk III (benefits).

6. The District will enjoy some savings as a result of the implementation of the Program. However, the District is not a participant in the non-Medicare portion of the federal Social Security program and will, therefore, not enjoy much of the savings that employers who participate fully in Social Security enjoy when implementing the same program.
7. The fact that the District will not enjoy reduced Social Security costs but will incur substantial expenses means that other revenues must be generated if the Program is to be implemented at no net cost to the District.
8. The joint labor-management committee has discussed methods of funding the District's net program related expenses.
9. The joint labor-management committee has recommended adoption of an initial monthly fee that each District employee enrolled in its medical insurance programs will be charged to defray the District's projected net cost of administering the Program.
10. The Union concurs with the joint labor-management committee's recommendation.
11. The parties acknowledge that the monthly rate may be a mandatory subject of bargaining. However, the parties desire that employees pay the same rate on a District-wide basis insofar as possible that will cover the actual net cost to the District of administrative functions performed in administration of the Program.

The parties agree as follows:

PART C: Exchange of Promises and Obligations

Section 1. Program Initiation And Termination

The District shall establish the details of the Program effective January 1, 2001. The "Program" consists of three parts: Medical Premium Conversion, Medical Spending Accounts and Dependent Care Accounts. The District may terminate the Program or any of its parts if, in the District's judgment, the Program or part no longer meets the requirements of law or does not qualify for tax-exempt treatment.

Section 2. Open Enrollment

The District shall establish an open enrollment period for the program to occur either separately or at the same time as other District open enrollment processes. In any event, the open enrollment period shall occur prior to January 1, 2001 and once per year thereafter.

Section 3. Termination From The Program

Employees who terminate from District employment (through retirement or otherwise) or who are placed on inactive status shall be permitted to continue to participate in the Program only in accordance with the terms of the Program and applicable federal and state law. Employees who are terminated from the Program during a given plan year and who are rehired during that same plan year shall be permitted to re-enroll in accordance with the terms of the Program and applicable federal and state law, but in no event later than the next following open enrollment period for the Program. Employees on inactive status include those who have exhausted their available sick leave, vacation leave, holiday leave and available compensatory time off and who are on unpaid leaves of absence or eligible for short or long-term disability or Industrial Accident payments.

Section 4. Charge To Employees For District's Net Administrative Costs

Subject to Section 5 below, each employee in the AFSCME bargaining unit enrolled in a District medical insurance plan shall be charged two dollars and eighty-two cents (\$2.82) each month to defray the District's net District-wide cost for functions it performs that are reasonably necessary to administer and account for the Program. This amount shall be deducted once each month at the last pay date of the month. The District shall maintain a record of staff time and other expenses incurred to administer and account for the Program to provide the parties with objective data on which to base discussions conducted pursuant to section 5 below.

Section 5. Revisions To Monthly Charge

- A. Meeting(s) To Discuss Rate. Except as provided in Section 9 below, the parties agree to meet between March 15 and April 1 of each even numbered year beginning in 2002 to discuss possible modification of the monthly charge deducted from employee paychecks pursuant to Section 4 above that will apply for the two years that ensue the following January 1. The parties may propose a modified rate to cover the ensuing two-year period, or may propose separate rates for each of the two ensuing two years. If after ten (10) days from the date of such meeting the parties are unable to reach an agreement on the amount of such charge(s) for the ensuing two year period, the matter shall be submitted to arbitration pursuant to Section 6 below. However, if the parties agree on a modified rate structure or to continue the pre-existing rate structure prior to issuance of an arbitration award, the arbitration request shall be withdrawn or, if the hearing has begun, the hearing shall be terminated and the arbitrator shall not issue an award.

- B. Access To Information. During the meeting(s) described in subsection A of this section, each party agrees to share with the other the data and assumptions that form the basis of the party's proposed rate structure. The parties additionally agree that during the period beginning January 15 immediately preceding the first such meeting and ending with the establishment of a revised rate pursuant to this section, each shall provide the other with such information as is reasonably necessary and reasonably within their control to carry out their respective roles in the discussions and any impasse resolution proceedings carried out pursuant to section 6 below. If the parties are unable to reach agreement on a revised fee structure, the arbitrator appointed pursuant to section 6 below shall resolve all disputes concerning an alleged breach of this subsection during the thirty (30) day period immediately preceding the hearing date established pursuant to section 6 below. The party that desires resolution of such a dispute shall petition the arbitrator by letter with a copy to the other side. The arbitrator shall consult simultaneously with the parties' respective representatives and thereafter issue an order resolving the dispute.

Section 6. Arbitration Of Monthly Charge

- A. Scheduling the Hearing Date. On the regular business day nearest to January 10 of calendar years in which the parties will meet to discuss possible revisions to charges pursuant to Section 5 above, the parties shall select an arbitrator in the same manner as for grievance arbitration under the parties' collective bargaining agreement. The selected arbitrator shall be immediately notified of his or her selection and requested to hold the regular business day nearest to but not before May 1 of the same calendar year open for hearing and resolving a dispute over the appropriate monthly charge pursuant to Section 5 above. The parties shall each submit their last-best offer to the arbitrator and to the other party not later than April 20 preceding the hearing date. Neither party may change their last-best offer after it is submitted unless they receive written permission from the other party.
- B. Hearing. The arbitrator appointed pursuant to Section 6 (A) above shall conduct a hearing on the date scheduled pursuant to subsection A above of this Section. During the hearing, the arbitrator shall permit each party to present in support of its proposed rate(s) such relevant evidence as it desires concerning the District's past and anticipated costs and savings incurred as a result of its implementation and on-going operation of the Program. Such costs and savings may include but are not limited to:

1. Medicare contributions that the District is not required to make because of the tax laws and rules governing the Program;
 2. Any positive and negative employee Medical Spending and Dependent Care Account balances at the end of the plan year;
 3. Any interest the District may earn on funds in Medical Spending or Dependent Care accounts, if not already accounted for under 2 immediately above.
 4. Charges in excess of or less than actual net District costs incurred to implement and administer the Program during the two-year period to which the rate structure in effect at the time of the hearing applies. For example, for the hearing held in May, 2002 the applicable measurement period is January 1, 2001 through December 31, 2002. Charges considered shall include a reasonable projection of the total that will accrue by the end of the applicable two-year period.
 5. Vendor and consultant charges (including outside counsel) incurred by the District in connection with the implementation and operation of the Program.
 6. Costs for work performed by District employees to implement, operate or account for the Program including, but not limited to, conducting open enrollment, change of status enrollments, and new employee enrollments, inputting enrollment data, processing terminations from the Program, inputting termination data, managing participation of retirees in the program pursuant to COBRA, responding to inquiries from employees or their representatives, preparing and disseminating written Program information to employees or their representatives, downloading data to and from the vendor, analyzing data to be downloaded or that has been downloaded, creating and maintaining transaction records independent of those maintained by the vendor to ensure existence of an independent audit trail.
- C. Arbitrator's Decision. Within seven (7) days after the hearing, the arbitrator shall award the rate(s) contained in either the District's or Union's last-best offer submitted pursuant to subsection A above. Such award shall be based on the evidence produced at hearing and reflect the arbitrator's opinion concerning the offer that most closely reflects the District's net district-wide per employee monthly cost for implementing, operating and accounting for the Program in the two year period beginning the following January 1, taking

into account any substantial overcharges or undercharges that are established by the evidence for the period in which the hearing occurs.

Section 7. Entire Agreement

This written instrument reflects the entire agreement of the parties. There are no terms or promises related to the subject matter addressed, except as expressed in writing herein.

Section 8. Changes To Conform With Law

The District may immediately implement such changes in the Program as, in the District's judgment, are necessary to ensure that the Program and its parts conform with law and remain tax exempt. The District shall meet with the Union as soon as feasible to discuss the basis for such changes and any alternatives.

Section 9. Duration

The parties may modify or terminate this agreement at any time by mutual agreement. Otherwise, this agreement shall remain in effect through the life of the current collective bargaining agreement between the parties and the first successor thereto. Upon expiration of said successor agreement but prior to the signing of the next successor agreement, the continuation, modification, or discontinuation (f the Side Letter) shall be governed by collective bargaining.

Done this day, June 28, 2005.

FOR THE DISTRICT:

FOR THE UNION:

Michelle Tellez
Labor Relations

E. Norma del Mercado
President

August 4, 2005

**MEMORANDUM OF UNDERSTANDING BETWEEN SAN FRANCISCO BAY
AREA RAPID TRANSIT DISTRICT AND THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3993 – AFSCME
MOU – 9**

MOU-9 (08/2005) NON-EXEMPT EMPLOYEE OVERTIME

Ms. E. Norma del Mercado, President
American Federal, State, Municipal
And County Employees (AFSCME) Local 3993
P.O. Box 12123
Oakland, CA 94604

Dear Ms. del Mercado;

Pursuant to collective bargaining that resulted in an Agreement, whose term is 1 July 2005 through 30 June 2009, the parties acknowledge the following:

Certain employees, who are covered under this collective bargaining agreement (CBA), have been designated non-exempt, eligible to earn overtime at a rate of 1.5 times their rate of pay, as a result of litigation pursued outside of the parties' CBA. This litigation is ongoing and may result in certain other employees covered under this CBA having their designation of exempt changed to a non-exempt status.

All non-exempt employees shall be subject to the overtime provision covered in the parties' CBA.

FOR AFSCME

FOR THE DISTRICT:

E. Norma del Mercado

President

Michelle Tellez

Labor Relations

“Most Favored Nations” Agreement Between BART and AFSCME Local 3993 regarding 2013 ATU/SEIU Negotiations

“MOST FAVORED NATIONS” – 2013 AGREEMENT

The San Francisco Bay Area Rapid Transit District (“The District”) is committed to ensuring AFSCME, Local 3993 represented employees receive an equivalent level of compensation and benefits as those received by employees represented by ATU Local 1555 and SEIU Local 1021. To that end, the District promises that AFSCME represented employees will receive the same wages, pensions, and health benefits package, including employee contributions; as those negotiated with ATU and SEIU representatives. This agreement will be known as a “Most Favored Nations” provision.

The “Most Favored Nations” provision provides AFSCME the following:

1. If a “last, best, final” offer is made to ATU/SEIU bargaining units, AFSCME represented employees will be entitled to receive the same wages, pensions, and health benefits package, including employee contributions in that offer;
2. However, if ATU/SEIU and the District settle on a better wages, pensions, and health benefits package, including employee contributions, AFSCME will be entitled to the better wages, pensions, and health benefits package, including the employee contributions.

In consideration for the District’s agreement to the “Most Favored Nations” provision, AFSCME agrees that it will strongly advise its members to report to work effective immediately upon the signing of this agreement.

The parties acknowledge that negotiations on other issue not covered herein are still ongoing.

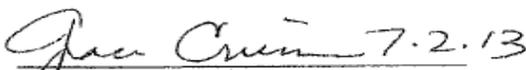
This letter of agreement is on a non-precedent setting and non-citable basis.

Concur for the District

Concur for AFSCME


Rudolph C. Medina Date
Department Manager, Labor Relations


Jean Hamilton-Gomez Date
President


Grace Crunican Date
General Manager

MEMORANDUM OF UNDERSTANDING

AFSCME MOU 13-01

October 30, 2013

MOU 13-01 2013 CONTRACT NEGOTIATIONS SETTLEMENT

This Memorandum of Understanding (“Agreement”) is entered into between the San Francisco Bay Area Rapid Transit District (“District”) and AFSCME Local 3993 (“AFSCME”). The District and AFSCME negotiated and reached a mutual understanding concerning settlement of the 2013 – 2017 Collective Bargaining Agreement (“CBA”) between the parties, including implementation of a new pay progression program. No tentative agreement shall be a final agreement except as part of a total package between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by AFSCME membership and BART Board of Directors.

In consideration of the District’s contribution to initiate a pay progression program over the term of the 2013 – 2017 CBA, NOW THEREFORE, the District and AFSCME agree as follows:

1. This Agreement settles and resolves any and all outstanding disputes arising out of the Grievance No. 12.005, filed on July 12, 2012, regarding a failure to notify AFSCME in advance of contracting out work. AFSCME will receive a one-time credit of \$12,000, for the purpose of settlement of this grievance, to apply towards the Classification and Compensation System outlined in the 2013 – 2017 CBA and agrees, in return, to dismiss Grievance No. 12.005. The District and AFSCME agree to the foregoing on a non-precedent setting and non-citable basis.
2. This Agreement settles and resolves any and all current or future disputes regarding outstanding information requests related to the 2013 negotiations between AFSCME and the District for the 2013 – 2017 CBA.
3. AFSCME will dismiss with prejudice the Verified Petition for Writ of Mandate and Complaint for Damages and Declaratory Injunctive Relief, Case No. RG-13-690347 immediately upon signing this Agreement, with each side to bear its own costs and attorney’s fees. AFSCME will provide the District with proof of dismissal promptly upon its filing.
4. During the term of the 2013 – 2017 Agreement, the District will continue to establish and modify pay bands based on market studies as provided in

Section 47 (now Section 3) of the CBA. Within forty-five (45) days after ratification of the AFSCME membership and approval of the Board of Directors, the District and AFSCME representatives will meet and mutually agree upon the dates for the completion of the two (2) market studies.

5. The District will update AFSCME represented classifications based on the current job questionnaire process by June 30, 2015 and will continue good faith discussions regarding the current findings of the job analysis questionnaire related to the previously identified classifications of Section manager, Senior Financial Analysts, Operation Supervisors, Senior Operation Supervisors, Train Controllers, supervisory unit classifications under the direction of the Chief Information Officer to determine if another review, if any, is warranted.

San Francisco Bay Area Rapid Transit
District

AFSCME Local 3993

By: _____ Date: 10/30/13
Rudolph C. Medina
Department Manager of Labor Relations

By: _____ Date: 10/30/13
George Popyack
AFSCME Local 3993

By: _____ Date: 10/30/13
Patricia Schuchardt, President
AFSCME Local 3993

Classification Review Implementation Agreement

MOU 13-01 ATTACHMENT A

This Implementation Agreement (“Agreement”) is entered into between the American Federation of State, County and Municipal Employees (“AFSCME”) Local 3993 and the San Francisco Rapid Transit District (“District”) with respect to the resolution of the classification review as specified in the Memo of Understanding dated October 30, 2013 between AFSCME and the District.

WHEREAS, On October 13, 2013 the Parties entered into a MOU which included, at paragraph 5, an agreement by the District to update AFSCME represented classifications;

WHEREAS, the District evaluated the positions specified herein;

NOW THEREFORE, the parties agree as follows:

1. The District shall create a new Transportation Supervisor classification at pay band G for the Transportation Department. The classification shall include all duties currently found in both the Operations Supervisor and Senior Operations Supervisor job classifications.
2. Incumbents currently in the Operations Supervisor and Senior Operations Supervisor classifications will be placed in the Transportation Supervisor classification, with the exception of the incumbent Operations Supervisor assigned to the Crew Office.
3. The Operations Supervisor assigned to the Crew Office shall be reclassified as a Principal Administrative Analyst. The current incumbent’s salary will be increased to \$101,756.92.
4. Upon reclassification to Transportation Supervisor, all Operations Supervisors’ salaries shall be increased to \$101,756.92.
5. All references to Operations Supervisor and Senior Operations Supervisor in the Collective Bargaining Agreement between the District and AFSCME Local 3993 shall be understood to refer to Transportation Supervisor and it is expressly agreed that the successor agreement shall be amended to reflect that understanding.

6. Employees moving to the new Transportation Supervisor Classification shall retain their current classification seniority, as attached.
7. The parties agree that this Agreement is entered into on a one-time non-precedent setting basis.
8. The effective date of this Agreement is June 30, 2015.

AFSCME Local 3993

DISTRICT

By: _____ 6/30/15
Sal Cruz Date
President

By: _____ 6/30/15
Carol Isen Date
Chief Employee Relations Officer

Classification Review Appeal Implementation Agreement

MOU 13-01 ATTACHMENT B

This Implementation Agreement (“Agreement”) is entered into between the American Federation of State, County and Municipal Employees (“AFSCME”) Local 3993 and the San Francisco Rapid Transit District (“District”) with respect to the resolution of the classification review as specified in the Memo of Understanding dated October 30, 2013 between AFSCME and the District.

On October 13, 2013 the Parties entered into a MOU which included, at paragraph 5, an agreement by the District to update AFSCME represented classifications;

The District evaluated the positions specified herein; and twenty-six (26) employees appealed their classification:

NOW THEREFORE, the parties agree as follows:

1. As a result of the appeal review three employees will be reclassified as outlined in Attachment A.
2. The parties agree that this Agreement is entered into on a one-time non-precedent setting basis.
3. The effective date of this Agreement is June 30, 2015.

AFSCME Local 3993

DISTRICT

By: _____ 6/30/15
Sal Cruz Date
President

By: _____ 6/30/15
Carol Isen Date
Chief Employee Relations Officer

SIDE LETTER OF AGREEMENT

AFSCME

SL 1-14 CALCULATION OF OVERTIME AND RETIREE MEDICAL ELIGIBILITY

Upon signing by the parties, this letter shall constitute a Side Letter of Agreement which has been reached by the San Francisco Bay Area Rapid Transit District (“District”) and American Federal, State, Municipal and County Employees (AFSCME) Local 3993 (herein after jointly referred to as “Parties”) regarding the Calculation of forty (40) hours worked for overtime and retiree medical eligibility:

1. The Parties agree that AFSCME members shall not be eligible for overtime pay when working on their regular days off unless they have had forty (40) hours paid with no sick leave during the District work week. Employees shall within each calendar year have two sick leave or unpaid time off exceptions, one every six months. Such exceptions may not be carried over if not used and must be designated by the employee before working on his or her regular day off in the District work week in which the exception will be taken.
2. The Parties agree that the applicable date for the legislative modification for retiree medical eligibility shall apply to all new members first hired after January 1, 2014.
3. As a result of this Agreement, the Labor Agreement shall be amended as follows:

a) Section 33H (now Section 6.2H):

Delete: “July 1, 2014 and replace with January 1, 2014”

b) Section 50 (now Section 4.1):

Delete: “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 the regularly scheduled workweek.

Notwithstanding other Sections of the Agreement that may conflict with this Section, for the purposes of calculating the employee’s forty (40) hour workweek, only one of the following approved exceptions may be credited towards the employee’s scheduled workweek:

1. One (1) Vacation Day; or
2. One (1) Floating Holiday; or
3. One (1) Compensatory Day”

Replace with: Notwithstanding other Sections of the Agreement that may conflict with this Section, for purposes of calculating the employee’s forty (40) hour workweek, only sick leave and unpaid time off will not be credited towards the forty (40) hours in the employee’s scheduled workweek. Employees shall within each calendar year have two sick leave or unpaid time off exceptions, one every six months. Such exceptions may not be carried over if not used and must be designated by the employee before working on his or her regular day off in the District work week in which the exception will be taken.

c) Section 61 (now Section 10.1)

Delete: “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 the regularly scheduled workweek.

Notwithstanding other sections of the agreement that may conflict with this section, for the purposes of calculating the employee’s forty (40) hour workweek, only one of the following approved exceptions will be credited towards hours worked in any workweek:

1. One (1) Vacation Day; or
2. One (1) Floating Holiday; or
3. One (1) Compensatory Day

Replace with: Notwithstanding other Sections of the Agreement that may conflict with this Section, for the purposes of calculating the employee’s forty (40) hour workweek, only sick leave and unpaid time off will not be credited towards the forty (40) hours in the employee’s scheduled workweek. Employees shall within each calendar year have two sick leave or unpaid time off exceptions, one every six months. Such exceptions may not be carried over if not used and must be designated by the employee before working on his or her regular day off in the District work week in which the exception will be taken.

d) Exceptions to Overtime Rules for Employees with Alternate Work Schedules (9/80)

1. All hours worked in excess of the regularly scheduled workday shall be compensated at the applicable overtime rate for actual overtime hours worked.
2. Subject to the calculations of overtime requirements found in the paragraphs above, all hours worked on an employee's first regular day off (RDO) during any workweek shall be compensated at the applicable overtime rate.
3. Actual hours worked on the second or third RDO during any workweek shall be compensated at the applicable overtime rate.

This Side Letter of Agreement shall be deemed part of the Collective Bargaining Agreement between the Parties.

CONCUR FOR THE DISTRICT:

CONCUR FOR THE UNION:

Ericka Mitchell
Assistant Chief Employee Relations
Officer, BART

Sal Cruz
President, AFSCME Local 3993

November 1, 2016

**MEMORANDUM OF UNDERSTANDING BETWEEN SAN FRANCISCO
BAY AREA RAPID TRANSIT DISTRICT AND THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3993---
AFSCME MOU---16.01**

MOU 16-01 HAYWARD TEST TRACK SUPERVISOR

Program for Dedicated Hayward Test Track Supervisor

Pursuant to the parties' collective bargaining agreement that resulted in an Agreement, whose term is 1 July 2013 through 30 June 2017, and by the contract extension agreement, 1 July 2017 through 30 June 2021, the parties acknowledge the following clarification to Section 86 [now Section 13.2(VII)], SPECIAL PROVISIONS APPLICABLE TO LINE/YARD SENIOR OPERATIONS SUPERVISORS-SCHEDULING, the parties acknowledge the following:

This letter shall constitute a Memorandum of Understanding (MOU) which has been reached by the District and the American Federation of State, County, Municipal, & County Employees Local 3993 regarding a Dedicated Transportation Supervisor for the Hayward Test Track.

The Parties agree that the program, as it relates to the Test Track Supervisor (TTS), shall be as follows:

The Hayward Test Track Supervisors (TTS) shall belong to the Transportation Supervisor (TS) classification, formerly titled as Operations/Senior Operations Supervisor (OS/SOS).

The Test Track Supervisor shall be selected through its own separate internal/external job posting with a starting salary reflecting the average of all existing Transportation Supervisor salaries as the date of this MOU. This position will have its own hiring panel and a pool developed specifically for this job separate from the Transportation Supervisor hiring panel and pool. The successful candidate will have a minimum of three (3) years Train Operations experience and be capable of successfully completing qualification testing.

Seniority within the Transportation Supervisor classification will be determined by date of hire into the Test Track Supervisor position and shall be preserved for the

duration of the new car project, or until the position is eliminated and the Test Track Supervisor is transferred in to the Transportation Supervisor bid schedule.

There shall be up to five (5) Test Track Qualified volunteers selected by Transportation Supervisor seniority with priority given in the following order:

4. A/L/S Line Transportation Supervisors
5. Systemwide Transportation Supervisors
6. Senior/Operations Supervisor – Operations Liaison

Overtime will be handled in accordance with the CBA and the aforementioned priority list. The Test Track Supervisor will have priority over any available overtime at the Test Track. In the event there is no overtime available at the Test Track, the TTS will be eligible to select any available Special Overtime (SPOT) after the TS SPOT overtime list has been exhausted systemwide.

In return, Test Track Qualified Supervisors will be eligible to select Test Track overtime based on seniority and/or the least amount of Test Track overtime hours worked for that current bid.

The Test Track Supervisor will be given the opportunity to bid into the Transportation Supervisor classification beginning with the 2019 systemwide bid which takes place the first Monday of December, 2018. If the Test Track Supervisor exercises this option, the Test Track Supervisor position will be offered to the best qualified Transportation Supervisor through a Letter of Interest. If there is no interest, a Test Track shift will be created and placed on a schedule to be bid by seniority order.

If the Test Track Supervisor decides to remain at the Test Track, he/she will do so until the systemwide bid of 2021, which will take place the first Monday of December, 2020.

Vacations and Overtime will be handled in accordance with the CBA.

Upon completion of the new test car project and/or until the capitally funded position expires, the TTS will be transferred to the Transportation Supervisor ranks based on Date of Hire into the classification seniority.

**SIDE LETTER OF AGREEMENT
AFSCME**

SL 18-01 CONTRACT REORGANIZATION MODIFICATION OF DISCIPLINARY PROCEDURES, CLARIFICATION OF SPECIAL PAY PROVISIONS, AND SPECIAL PROVISIONS FOR OPERATIONS SUPERVISOR LIAISON

Upon signing by the parties, this letter shall constitute a Side Letter of Agreement between the San Francisco Bay Area Rapid Transit District (“District”) and American Federation of State County and Municipal Employees Local 3993 (“AFSCME”) (hereinafter jointly referred to as “Parties”) regarding reorganization of the Contract between the Parties, modification of disciplinary procedures, clarification of certain special pay provisions, and Special Provisions for Operations Supervisor Liaison.

- I. The Parties have agreed that the AFSCME/BART contract should be reorganized into a clear organization without modifications of the terms and conditions. The following table specifies the revised order by providing the new section number and the former section number as follows:

| Title | Section Number | |
|---|--------------------|--------------------|
| | 2013-2021 (New) | 2013-2017 (Old) |
| General Provisions | 1.0 | - |
| Purpose | 1.1 | 2 |
| Definitions | 1.2 | 4 |
| Mutual Rights & Responsibilities | 1.3 | 5 |
| Management Rights | 1.4 | 6 |
| Union Recognition | 1.5 | 3 & 3.1 |
| Classifications | 1.5 (I) | 3.2 |
| Evaluation, Assessment and Revision of Job Descriptions and Classifications | 1.5 (II) | 3.2.1 |
| Union Representatives | 1.6 | 8 |
| Union Membership | 1.7 | 7 |
| Dues Deduction | 1.8 | 9 |
| Union Access to Work Locations | 1.9 | 11 |
| Access to Personnel Files | 1.10 | 10 |
| Successor Rights | 1.11 | 15 |
| Wage Guidelines | 1.12 | 57 |
| No Strikes and No Lockouts | 1.13 | 12 |

| | | |
|--|------------|-----------|
| Non-Discrimination, Affirmative Action | 1.14 | 13 |
| Agreements Furnished | 1.15 | 14 |
| Lost Articles | 1.16 | 44 |
| Contracting Out | 1.17 | 3.2 (G) |
| Employment & Work Provisions | 2.0 | - |
| Objectives and Market Relationships | 2.1 | 47.1 |
| Probationary Period | 2.2 | 91 |
| Transfer/Reassignment | 2.3 | 68 |
| Job Postings | 2.4 | 66 |
| Performance Management and Evaluation | 2.5 | 47.4 |
| Performance Review Board | 2.6 | 47.5 |
| Reorganization/Reduction in Force Procedures | 2.7 | 69.1 |
| Wage Provisions | 3.0 | 47 |
| Salary For Fiscal Year 2014-2021 | 3.1 | 47.8 |
| Pay Progression | 3.2 | 47.3 |
| Salary Schedules/Paybands | 3.3 | 47.3 (A) |
| Compensation Related Personnel Actions | 3.4 | 47.2 |
| Pay Procedures | 3.5 | 56 |
| Credit Union | 3.6 | 45 |
| Conditional Lump Sum Payments | 3.7 | 47.9 |
| Compensation Provisions | 4.0 | - |
| Overtime | 4.1 | 50 |
| Compensatory Time | 4.2 | 50 |
| Shift Differential | 4.3 | 51 |
| Lead Worker/Instructor Premium | 4.4 | 47.7 |
| Temporary Upgrade | 4.5 | 47.6 |
| Unscheduled Call Back | 4.6 | 53 |
| Stand-By Pay | 4.7 | 52 |
| Pension Benefits | 5.0 | - |
| Reimbursement of Employees' PERS Contribution | 5.1 | 25 |
| Retirement Benefits | 5.2 | 39 |
| Pensioner's Life Insurance | 5.3 | 38 |
| PERS Death Benefit | 5.4 | 40 |
| Money Purchase Pension Plan | 5.5 | 23 |
| Survivor Benefits | 5.6 | 41 |
| Medical, Vision & Dental Benefits | 6.0 | - |
| Group Insurance & District Self-Funded Plans – General | 6.1 | 31 |
| PERS-Medical & Prescription Drug Benefits | 6.2 | 33 |
| Vision Care Plan | 6.3 | 34 |
| Dental Care Plan | 6.4 | 28 |
| Supplemental Benefits | 7.0 | - |

AFSCME 2021-2027

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|--|-------------|----------|
| Group Life Insurance | 7.1 | 32 |
| Disability Coverage | 7.2 | 29 |
| Pass Privileges | 7.3 | 24 |
| Educational Assistance Program | 7.4 | 36 |
| Employee Assistance Program | 7.5 | 37 |
| Meal Allowance | 7.6 | 55 |
| Travel Allowance | 7.7 | 54 |
| Assault Insurance | 7.8 | 27 |
| Training | 7.9 | 30 |
| Safety Shoes | 7.10 | 43 |
| Leaves and Leave of Absence | 8.0 | - |
| Military Leave | 8.1 | 17 |
| Parenting Leave | 8.2 | 18 |
| Bereavement Leave | 8.3 | 16 |
| Jury Duty | 8.4 | 19 |
| Witness Duty | 8.5 | 20 |
| Leave of Absence | 8.6 | 22 |
| Vacation & Holiday Provisions | 9.0 | - |
| Vacation | 9.1 | 49 |
| Holidays | 9.2 | 48 |
| Donation of Vacation and Floating Holidays | 9.3 | 93 |
| Scheduling Provisions | 10.0 | - |
| Workdays and Workweek | 10.1 | 61 |
| Alternative Work Program | 10.2 | 61.1 |
| 4-10 Workweek | 10.3 | 62 |
| Flexible Hours | 10.4 | 63 |
| Time Keeping | 10.5 | 56.1 |
| Health & Safety Provisions | 11.0 | - |
| Sick Leave | 11.1 | 35 |
| Doctor's Certificate | 11.2 | 65 |
| Medical Examinations | 11.3 | 64 |
| Health and Safety Protection | 11.4 | 42 |
| Discipline & Grievance Procedures | 12.0 | - |
| Discipline and Termination Procedures | 12.1 | 69 |
| Grievance Procedure | 12.2 | 59 |
| Witnesses | 12.3 | 60 |
| Job Abandonment | 12.4 | 67 |
| Special Provisions | 13.0 | - |
| Operations Control Center | 13.1 | - |
| Train Controller Rest Periods | 13.1 (I) | 72 |
| Train Controller Lunches/Breaks | 13.1 (II) | 73 |

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| Train Controller Extra Board | 13.1 (III) | 74 |
| OCC Scheduling Committee | 13.1 (IV) | 75 |
| Train Controller Scheduling | 13.1 (V) | 76 |
| Train Controller Vacation Allocation | 13.1 (VI) | 77 |
| Train Controller Overtime Allocation | 13.1 (VII) | 78 |
| Train Controller Certification | 13.1 (VIII) | 79 |
| Train Controller Performance Incentives | 13.1 (IX) | 80 |
| Train Controllers On the Job Instructor Program | 13.1 (X) | SL-1 |
| Train Controller Training Supervisor | 13.1 (XI) | SL-2 |
| Power and Way Controller Supervisor (P&W) – Scheduling | 13.1 (XII) | 83 |
| Power and Way Controllers (P&W) – Scheduling | 13.1 (XIII) | 82 |
| Transportation Supervisors | 13.2 | - |
| Uniforms | 13.2 (I) | 85 |
| Scheduling | 13.2 (II) | 86 |
| Holiday Scheduling | 13.2 (III) | 86.1 |
| Training | 13.2 (IV) | 87 |
| Seniority | 13.2 (V) | 88 |
| Vacation Allocation | 13.2 (VI) | 89 |
| Test Track Supervisor | 13.2 (VII) | MOU 16-01 |
| Maintenance | 13.3 | - |
| Vacation Allocation | 13.3 (I) | 81 |
| Operations Supervisor Liaison | 13.4 | SL 18-01 |
| Seniority | 13.4 (I) | SL 18-01 |
| Employee Shifts | 13.4 (II) | SL 18-01 |
| Bidding Process | 13.4 (III) | SL 18-01 |
| Vacation Allocation | 13.4 (IV) | SL 18-01 |
| Time-Off Request Procedures | 13.4 (V) | SL 18-01 |
| Overtime Allocation | 13.4 (VI) | SL 18-01 |
| Holiday Scheduling | 13.4 (VII) | SL 18-01 |
| Senior Operations Supervisor Liaison Applicants | 13.4 (VIII) | SL 18-01 |
| Committee Provisions | 14.0 | - |
| Joint Union/Management Committee | 14.1 | 92 |
| Benefits Review | 14.2 | 46 |
| Investments Committee | 14.3 | Gen-1 |
| Effect & Term of Agreement | 15.0 | - |
| Interpretation | 15.1 | 70 |
| Beneficial Practices | 15.2 | 58 |
| Side Letters (SLs) and Memoranda of Understanding (MOUs) Definitions | 15.3 | 90 |
| Duration Of Agreement | 15.4 | 1 |

| | | |
|--|------|----------------|
| Entire Agreement | 15.5 | 71 |
| Special Provisions Applicable to Line/Yard Senior Operations Line Operations Supervisors – Clothing Maintenance Allowance * | - | 84 |
| White Book Benefits * | - | 21 (Unused) |
| Blood Bank * | - | 26 |

* Sections that are no longer used will be deleted.

- II. The Parties have agreed to modify the disciplinary procedures of the AFSCME/BART contract. It is agreed that third step disciplines are appealable and subject to the grievance procedure, and that the District may impose suspensions on employees as third step disciplines when warranted. Section 12.1 C. (formerly 69. C.) Formal Discipline of the AFSCME/BART contract shall, effective following ratification of this side letter, be modified as follows:

C. Formal Discipline

1. Investigative Interviews and Representation:

Before conducting an investigative interview that may result in the employee being formally disciplined, the supervisor must advise the Union and employee that they may have Union representation during the interview.

2. Review of Discipline:

In no case may a supervisor impose a formal disciplinary notice or discharge upon an employee unless the action has first been reviewed and concurred by the supervisor’s immediate superior and the District’s Labor Relations Department Manager, or their designee.

3. First Step Disciplinary Notice:

A first step disciplinary notice is in writing. It must include an explanation of the deficiency, infraction, or misconduct that must be correct. A first step disciplinary notice may be grieved.

4. Second Step Disciplinary Notice:

A second step disciplinary notice is in writing. It must include an explanation of the deficiency, infraction, or misconduct that must be corrected. A second step disciplinary notice may be issued when a first step disciplinary notice has not had the desired corrective effect, or when

the seriousness of the first time deficiency, infraction, or misconduct warrants more severe discipline. A second step disciplinary notice may be grieved.

5. Third Step Disciplinary Notice:

A third step disciplinary notice is in writing. It must include an explanation of the deficiency, infraction, or misconduct that must be corrected. A third step disciplinary notice may impose a suspension on the employee. A third step disciplinary notice may be issued when a second step disciplinary notice has not had the desired corrective effects, or when the seriousness of a first time deficiency, infraction, or misconduct warrants extremely severe discipline. A third step disciplinary notice may be grieved.

6. Discharge:

A discharge is a written disciplinary notice. It must include an explanation of the causal deficiency, infraction, or misconduct. A discharge may be issued when a prior step disciplinary notice has not had the desired corrective effects or when a first time deficiency, infraction, or misconduct is so serious that it warrants immediate discharge.

7. Pre-Disciplinary Hearing:

No suspension or discharge shall be effectuated until and unless the charges have been heard and upheld by a Hearing Officer selected by the District. The Hearing Officer shall not be the employee's immediate supervisor, or the immediate supervisor's immediate superior. The hearing date, time, and location will be scheduled by the Hearing Officer and the employee shall receive written notice. The notice shall include a copy of the investigative file. The employee shall be entitled to attend the hearing and to be represented by the Union. The employee will be permitted to submit testimony and evidence, and to examine and cross examine witnesses. The Hearing Officer will have full authority to affirm, modify, or rescind the discharge. The Hearing Officer's decision shall be in writing.

8. Appeal:

The employee may appeal the Hearing Officer's decision by filing a grievance. Discharge grievances shall be expedited and filed at Step 2 of the grievance procedure pursuant to Section 12.2.

9. Discipline Records:

a) If the employee works within the Transportation Department:

For a First Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary actions if there has been no disciplinary actions initiated against the employee for a period of six (6) calendar months.

For a Second Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of nine (9) calendar months.

For a Third Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of twelve (12) calendar months.

b) If the employee works within any other department other than Transportation:

For a First Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of eighteen (18) calendar months.

For a Second Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of eighteen (18) calendar months.

For a Third Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of eighteen (18) calendar months.

III. The Parties have agreed to clarify certain provisions of the AFSCME/BART contract. It is agreed that those clarifications are not intended to and shall

not modify the current practices. The following provisions of the AFSCME/BART contract shall, effective following ratification of this side letter, be modified as follows:

1. Section 1.5. I. A. (formerly Section 3.2) Classifications, only those classifications listed below shall be modified as indicated, with new text marked by underlining and text to be removed marked as stricken. All other classifications in this section of the AFSCME/BART contract not listed below will remain unchanged:¹

| <u>CLASSIFICATION</u> | <u>PAY BAND</u> |
|--|-----------------|
| <u>Accounting Supervisor</u> | <u>G</u> |
| Assistant Logistics Program Manager | FG |
| Central Maintenance Supervisor | EF |
| Industrial Hygienist | FG |
| Insurance Analyst | EF |
| <u>IT Project Manager</u> | <u>I</u> |
| Manager of Accounting | HI |
| Manager of Automotive and Equipment Maintenance | *H |
| Manager of Drafting & Configuration | HI |
| Manager of Employee/Patron Safety | HI |
| Manager of Inventory Management | EG |
| Manager of Special Projects | *I |
| Marketing Representative II | GE |
| Operations Supervisor | F |
| Operations Supervisor — Operations Liaisons | F |
| <u>Parking Coordinator</u> | * |
| <u>Parking Program Administrator</u> | * |
| Planner | *C |
| <u>Power & Way Controller</u> | * |
| Principal Marketing Representative | GH |
| Principal Planner | GH |
| Principal Property Development Officer | FH |

¹ There are currently disputes, including grievances, between the parties related to whether certain job classifications should be AFSCME-represented. This revised listing of Classifications does not resolve those disputes. Each party explicitly reserves all rights related to those disputes.

| | |
|---|-------------------|
| Public Information Officer | * <u>E</u> |
| Safety Specialist | <u>G</u> <u>D</u> |
| Senior Central Maintenance Supervisor | <u>G</u> <u>H</u> |
| Senior Energy Analyst | <u>E</u> <u>F</u> |
| Senior Financial Analyst | <u>D</u> <u>E</u> |
| Senior Inventory Control Analyst | <u>G</u> <u>D</u> |
| Senior Logistics Supervisor | <u>D</u> <u>F</u> |
| Senior Marketing Representative | <u>E</u> <u>F</u> |
| Senior Operations Safety Specialist | <u>F</u> <u>G</u> |
| Senior Operations Supervisor | <u>G</u> |
| Senior Operations Supervisor —Operations Liaisons | <u>G</u> |
| Senior Planner | <u>E</u> <u>F</u> |
| <u>Special Projects Manager, Structures</u> | <u>G</u> |
| <u>Special Projects Manager, Track</u> | <u>G</u> |
| <u>Special Projects Manager, Traction Power</u> | <u>G</u> |
| <u>Special Projects Manager, Train Control</u> | <u>G</u> |
| System Service Supervisor | <u>G</u> <u>D</u> |
| Technical Maintenance Support Administrator <u>Coordinator</u> | * <u>E</u> |
| Train Controller | <u>H</u> <u>I</u> |
| <u>Transportation Supervisor</u> | <u>G</u> |
| Treasury Analyst | <u>G</u> <u>D</u> |

2. The title of Section 6.4 (formerly Section 28) shall be changed to Dental Care Plan.
3. Section 4.3 (formerly Section 51) Shift Differential shall be modified as follows:
 - A. Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 p.m. and midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 9.2 [formerly Section 48], this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).

- B. Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 a.m., a graveyard shift premium of nine and one half percent (9.5%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 9.2 [formerly Section 48], this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).
- 4. Section 4.4 (formerly Section 47.7) Lead Worker/Instructor Premium shall be modified as follows:
 - A. From time to time an AFSCME represented employee may be assigned, as their primary assignment for part or all of the work day, to routinely and consistently instruct other employees or lead them in an assigned task or project in the absence of supervision, to conduct orientation or classroom instruction, or to prepare instruction materials. The employee is considered to be "routinely and consistently" performing instructor or leadworker duties whenever he/she is so assigned, because such duties are part of the normally required duties of this assignment.
 - B. If, in the judgment of the employee's Department Manager, such an assignment is outside the scope of the employee's classification, the employee is entitled to an additional fifty (50) cents per hour, for the time actually spent in this capacity.
 - C. Supervisors, managers, senior-level and principal-level professional, (including analysts and specialists), are not eligible for lead worker premium.
- 5. Section 13.1. X. (formerly Side Letter of Agreement: AFSCME SL-1) Train Controllers On-the-Job Instructor Program (OJI), Sections A, B and C shall be modified as follows:

A. Job Classification:

The OJI positions will be the same job classification as the Train Controller classification. The OJIs will provide on-the-job instruction and training to Train Controller trainees and other Train Controllers.

B. Compensation:

- 1. In addition to the compensation provided for in this Agreement, during the OJI assignment, the OJIs shall receive an annual pay increase of eleven thousand five hundred eighty-nine dollars and

thirty-five cents (\$11,589.35) for routinely and consistently instructing or training other employees. An employee is considered to be "routinely and consistently" instructing or training other employees whenever he/she is assigned as an OJI, because instruction and training are part of the normally required duties of this assignment. This additional compensation was based on ten percent (10%) of the average salary of certified Train Controllers, as of 7/31/16.

2. The District's salary range scale shall not preclude any OJI from receiving the full additional ten percent (10%) average compensation as described above.
3. The District agrees to review and adjust, if necessary, the ten percent (10%) compensation pay every two (2) years on July 31st using the same formula as stated in No. 1 above. The District agrees that at no time shall the pay increase be adjusted downward.

C. Posting:

1. The number of OJI positions, which shall be mutually agreed to by the District and Union, shall be posted.
2. The OJI posting shall reflect the effective date and ending date of the two (2) year assignment.
3. Re-posting of the OJI position shall occur every two (2) years from the original date of posting, as well as the ending date of said assignment.

(Sections D through I as stated in SL-1 are incorporated herein by reference and shall be retained verbatim and follow Section C.)

6. Section 13.1. XI. (formerly Side letter of Agreement: AFSCME/SL-2) Train Controller Training Supervisor Program, sections A and B shall be modified as follows:

A. Job Classification:

The Train Controller Training Supervisor position will be the same job classification as the Train Controller classification. The Train Controller Training Supervisor will supervise the Train Controller On-the-Job Instructors.

B. Compensation:

1. In addition to the compensation provided for in this Agreement, during the Training Supervisor's assignment, the Training Supervisor shall receive an annual pay increase of seventeen thousand three hundred eighty-four dollars and two cents (\$17,384.02) for routinely and consistently supervising other employees. An employee is considered to be "routinely and consistently" supervising other employees whenever he/she is assigned as Training Supervisor, because supervising is part of the normally required duties of this assignment. This additional compensation was based on fifteen percent (15%) of the average salary of certified Train Controllers, as of 7/31/16.
2. The District's salary range scale shall not preclude the Training Supervisor from receiving the full additional fifteen percent (15%) average compensation as described above.
3. If the Training Supervisor opts out of the Training Supervisor Program or is removed by management during any part of his/her term, the additional fifteen percent (15%) average compensation shall cease on the effective date of her/his last day in the Training Supervisor Program.
4. The District agrees to review and adjust, if necessary, the fifteen percent (15%) compensation pay every two (2) years on July 31st using the same formula as stated in No. 1 above. The District agrees that at no time shall the pay increase be adjusted downward.

(Sections C through H as stated in SL-2 are incorporated herein by reference and shall be retained verbatim and follow Section B.)

7. Section 13.2 Transportation Supervisors I. Uniforms (formerly 85 Special Provisions Applicable to Line/Yard Senior Operations/Operations Supervisors – Uniforms) shall be modified as follows:
 - A. Uniform Committee will consist of two (2) AFSCME representatives appointed by the Union and two (2) District representatives appointed by the District. The Uniform Committee will develop recommendations to the Chief Transportation Officer ("CTO") or designee concerning the number, design, replacement schedule, and cost of uniforms for Transportation Supervisor ("TS"). The CTO or designee will consider such recommendations each January and will submit a uniform budget amount to the Uniform Committee. The initial decision on such matters

and the right to revise such decisions is within the CTO 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. Transportation Supervisors shall maintain their uniforms in a neat and clean condition, except in circumstances not reasonably within their control.
- D. Transportation Supervisors who are required by the District to wear uniforms will be provided a uniform maintenance allowance of thirty-five dollars (\$35) per month to be included as a separate line item in the employee's paycheck.
- E. Employees receiving a uniform under this Section are required to wear the uniform and/or professional attire, as deemed appropriate by District Management, at all times while on duty. Employees who fail to comply with this Section may be subject to disciplinary action. Such employee may also be relieved from duty and if relieved shall forfeit compensation for the balance of that shift.
- F. Uniform Allotment: A uniform allotment will be given to each Transportation Supervisor under this provision. The allotment commenced fiscal year July 1, 2013. The allotment consists of an Initial Issue followed with a monetary check the subsequent years of the contract. The cost of the Initial Issue is anticipated to be less than \$1800 per employee with an anticipated increase of 5% (compounding) per year of this Labor Agreement.
- G. Initial Issue:
 - 1. Two (2) Blazers with BART logo
 - 2. Seven (7) pants/skirts-navy/black
 - 3. Eight (8) dress shirts for men/blouses for women with BART logo
 - 4. Two (2) sweater sets or navy vests with BART logo
 - 5. One (1) all weather outer jacket with BART logo
 - 6. Two (2) name tags
 - 7. No \$250 check
- H. 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.

- IV. The Parties have agreed to Special Provisions for Operations Supervisor – Operations Liaison. Further, the Operations Supervisor – Operations Liaison will be renamed to Operations Supervisor Liaison (“OSL”) and the Senior Operations Supervisor – Operations Liaison will be renamed to Senior Operations Supervisor Liaison (“SOSL”). All references to Operations Supervisor – Operations Liaison and Senior Operations Supervisor – Operations Liaison in the Collective Bargaining Agreement between the District and AFSCME Local 3993 will be changed accordingly. These special provisions are intended to address only the OSLs position unless otherwise specified. The following provisions shall, effective following ratification of this side letter, be added to the end of Section 13.0 Special Provisions of the AFSCME/BART contract, as follows:

13.4 OPERATIONS SUPERVISOR LIAISON

I. SENIORITY

- A. Seniority in this job classification shall be defined by the date of hire into the Operations Supervisor Liaison (“OSL”) job classification, and as otherwise described herein.
- B. If the date of hire into the OSL job classification is the same for two (2) or more employees than any current or previously AFSCME-represented employee will be determined to be the most senior employee. If two (2) or more employees fall in this category, then the seniority ranking between those two employees shall be determined by the District date of hire.
- C. At any time, if the date of hire into the job classification is the same for two (2) or more employees, and where no other provisions in this section apply to define which of those employees is the most senior, seniority shall be established by the senior date of birth of said employees.

II. EMPLOYEE SHIFTS

- A. A workday for OSLs shall consist of at least eight (8) consecutive hours of work with a scheduled starting time inclusive of meal periods and breaks. OSLs shall receive a thirty (30) minute lunch and two fifteen (15) minute rest breaks, which shall be considered as hours worked for pay purposes.
- B. Each shift shall begin and end at the same assigned reporting location, and once bid, such location will not change.
- C. In case of emergency, urgent needs, or unforeseen circumstances, the District may assign an employee to a temporary shift assignment

which alters the employee's bid shift (hours, RDOs, and/or reporting location) for up to thirty (30) days. Such shift-altering assignment may only occur up to three (3) times per employee during an annual shift schedule bid. Subject to other provisions of this Agreement governing choice of shifts, notice of any changes in shift assignment will be given in writing, to any affected employee, no later than 12:00 p.m. of the prior Friday. A change in shift assignment for two (2) work weeks or less shall not change the employee's reporting location. If a temporary shift assignment is for a duration of more than two (2) work weeks, up to thirty (30) days, the District may only change the employee's reporting location following the initial two (2) work weeks of the temporary assignment.

III. BIDDING PROCESS

A. Management shall consult with the Union prior to establishing a shift schedule bid.

B. Each time a shift schedule bid is developed, employees shall bid in the following manner:

1. There shall be a specific number of shifts. The total number of shifts will be equal to, or greater than, the total number of employees eligible to bid.
2. Employees shall bid for shifts by proxy. Proxies shall be awarded by seniority. Employees who fail to submit a proxy, shall be assigned a shift by the Union Representative conducting the bid. The Union Representative shall use his/her best efforts to select a shift assignment and days off as close as possible to the employee's present assignment and such selection shall be final.
3. Once bids are posted, the shifts cannot be changed or adjusted unilaterally by Management.

C. No later than fourteen (14) days after all the new hires from the 2017 job posting have begun work or by April 1, 2018, whichever date occurs first, there will be an initial shift schedule bid.

1. Thereafter, there shall be one (1) annual bid each calendar year, the duration of each being approximately twelve (12) months. The start and end dates of each annual bid shall be agreed to by both parties.
2. The parties may otherwise change the duration of any annual bid, and/or agree to an additional annual bid, by mutual agreement.

D. Proposed shift schedules shall be furnished to the Union at least fifteen (15) working days prior to conducting the bid. The Union shall

respond to the proposed shift schedules at least ten (10) working days prior to conducting the bid. The final shift schedules available for bid shall be posted at least five (5) working days prior to conducting the bid. Once the bid is completed, shift schedules shall be posted and distributed to each employee, at least five (5) working days prior to the date when the bid becomes effective.

- E. Should a job be eliminated, created, or a permanent vacancy occurs during the term of the annual bid, positions shall be awarded through a seniority based Advanced Bid Form (“ABF”) Process. All OSL shall be required to maintain with the District an ABF indicating their priority preferences for shift, regular days off (“RDOs”), and work location. Forms will be submitted and processed electronically.
1. The most recent submission will be used to fill an open position, provided that form was filed at least twenty-four (24) hours prior to the bid, the last form on file immediately preceding the twenty-four (24) hours before the bid shall be used.
 2. Position awards shall be made based on seniority and as a result of the ABF process. Should the District be unable to fill a position opening by means of the above procedure, said position shall be posted for bid in accordance with the annual bid procedures.
 3. The Union will be given at least seven (7) days prior notice of any District intention to initiate the ABF Process. All Advance Bid information and material shall remain confidential. A designated Union representative may be present when the District initiates the ABF Process software.

IV. VACATION ALLOCATION

- A. The District shall post a yearly vacation allocation calendar on or before the first Monday of December for the forthcoming January 1st through December 31st. Vacations will be allocated throughout the year, and employees will be allowed to bid one (1) block at a time. Each block shall be limited to a minimum of one (1) work week and a maximum of three (3) work weeks, in one (1) week increments. Employees shall complete their vacation selections prior to January 1.
- B. Employees may only bid vacation selections based upon annual vacation accruals based on years of service. Vacation hours will be checked three (3) weeks prior to the dates requested. If the employee does not have sufficient vacation hours accrued and on the books at that time, the vacation week may be cancelled by the

Supervisor/Manager and the time made available for rebid by seniority.

C. Once bid, employees may use floating holidays to complete the vacation week(s).

D. Employees will select vacation periods by classification seniority. On and after January 1 of the bid year, employees may select any remaining vacation periods on a first-come, first-serve basis. Those selections will be subject to staffing requirements.

E. A vacation period may be cancelled by an employee upon two (2) weeks' notice, except that in an emergency, no notice is required. Upon cancellation, vacation periods shall be immediately posted for re-selection by classification seniority. Employees may select a cancelled vacation period provided staffing requirements are met.

V. TIME-OFF REQUEST PROCEDURES

Requests for time-off of less than a workweek will be granted in the following manner, subject to staffing needs:

A. An employee may submit a vacation day(s) or floating holiday(s) request at any time. If a request is received ten (10) days prior to the request date, seniority will prevail in granting the time off. Vacation and floating holiday requests received less than ten (10) days from the requested date will be granted on a first-come first-serve basis, if available.

VI. OVERTIME ALLOCATION

The overtime list referenced in this Section shall include both OSLs and SOSLs.

A. Available overtime will be posted at least ten (10) calendar days prior to the scheduled date or as soon as practicable. Except as otherwise provided below, overtime shall be on a voluntary basis.

B. Accrued overtime will be recorded on an Overtime List. This list will be updated bi-weekly. Overtime records shall be available for purposes of determining overtime assignments.

C. Employees on duty will have first choice for early starts and extensions on their specific assignments, regardless of overtime hours worked, before going to the Overtime List.

D. If two (2) or more persons desire the overtime, the person with the lowest accrued overtime in the calendar year will be selected. If two

(2) or more persons with an equal amount of accrued overtime desire the overtime, seniority will prevail.

- E. If overtime is required but unknown in advance, or if there are insufficient volunteers for posted overtime, overtime may be assigned by inverse seniority as follows: first extension of on-duty employees in inverse seniority order, second by early starts in inverse seniority order.
- F. In the event that work is at a location that is only accessible at the beginning or end of the work, overtime may be assigned by the extension of on-duty employees at that job site.

VII. HOLIDAY SCHEDULING

Should Management determine that work is required on the day a holiday is observed, the holiday assignment will be offered in the following order:

- A. Any employee who is normally scheduled to work an assigned project for which there is work, and is normally scheduled to work the day on which the holiday falls, will have first priority. If two or more persons fall in this category, seniority shall prevail.
- B. Any employee normally scheduled to work the day on which the holiday falls, but not assigned to the project for which there is work, will have second priority. If two or more persons fall in this category, seniority shall prevail.
- C. The holiday assignment will be offered to any remaining employees on the basis of seniority amongst those employees.
- D. Should there be no volunteers for work on a holiday, assignment will be made by inverse seniority amongst the employees scheduled to work the day on which the holiday falls.

VIII. SENIOR OPERATIONS SUPERVISOR LIAISON APPLICANTS

Selection for SOSL positions will be made on the basis of best qualifications, as determined by BART; however, all other factors being equal, current OSL employees will be given preference over other applicants.

This Side Letter of Agreement shall be deemed part of the Collective Bargaining Agreement between the parties.

CONCUR FOR THE
DISTRICT

CONCUR FOR THE
UNION

Martin Gran, Chief Labor Relations Officer
San Francisco Bay Area Rapid Transit District

Sal Cruz, President
AFSCME

3/26/18

3/26/18

Date

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT AND
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3993**

MOU 18-02 DEMOTION

This Memorandum of Understanding is entered into between San Francisco Bay Area Rapid Transit District (District) and American Federation of State County and Municipal Employees Local 3993 (AFSMCE) and is intended to clarify Section 3.4 C, Demotion, of the Collective Bargaining Agreement (CBA) between the parties.

WHEREAS, the Parties have had a dispute regarding the interpretation of Section 3.4C of the CBA: and

WHEREAS, this dispute has resulted in differing interpretations of how this section is to be applied to employees who voluntarily accept alternative positions within the bargaining unit; and

WHEREAS, the Parties now seek to clarify what constitutes a "demotion" as used in Section 3.4 C.

NOW THEREFORE, the Parties agree as follows:

1. If an employee voluntarily initiates an application for and accepts a written offer for a new position which is in a lower pay band than the employee's current position, the salary in the new position shall be as indicated in the accepted final offer letter for the position, and within the pay band associated with the new classification. In this situation Section 3.4 C of the CBA shall not apply and the change in position will not be considered a demotion.
2. If an employee voluntarily initiates an application for, and accepts a written offer for a new position in the same pay band as the one to which s/he is presently assigned, the employee's pay will not be adversely impacted. If this occurs, the Union cannot claim a pay disparity on behalf of incumbents in the employee's new position who are at a lower pay rate based on an alleged pay disparity arising from this voluntary change in position. However, this would not preclude a pay disparity claim on other grounds.

3. Section 3.4 C of the CBA shall continue to apply when an employee is demoted under circumstances other than those addressed in items (1) and (2) directly above.

FOR THE DISTRICT:

FOR THE UNION:

_____ 9/13/18
Martin Gran Date
Chief Labor Relations Officer
Bay Area Rapid Transit District

_____ 9/13/18
Sal Cruz Date
President
AFSCME

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT AND
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3993**

MOU 18-01 (REVISED): PARENTING LEAVE

This Memorandum of Understanding is entered into between San Francisco Bay Area Rapid Transit District (District) and American Federation of State County and Municipal Employees Local 3993 (AFSCME) in clarification of the provision of Section 8.2, Parenting Leave, of the Collective Bargaining Agreement (CBA) between the parties.

The intention of this MOU is to clarify the conditions under which an employee covered by the terms of this agreement may take bonding leave.

Bonding leave for the birth and non-birth parent(s) shall be granted to each employee covered by this Agreement upon the birth, or adoption, of the employee's child or the placement to the child in foster care with the employee. Such leave shall be granted in accordance with the Family Medical Leave Act, the California Family Rights Act, and/or other applicable laws. The employee is required to first exhaust all accrued paid leave (including without limitation vacation leave, floating holidays, compensatory time and sick leave, but not necessarily in any order) and may, thereafter, at his/her option, take unpaid leave.

Date: August 16, 2022

FOR THE DISTRICT

FOR THE UNION

Alaric Degrafinried
Assistant General Manager, Administration
Bay Area Rapid Transit District

Sal Cruz
President
AFSCME Local 3993

AFSCME Memorandum of Understanding

MOU 19-03 AFSCME BARGAINING UNIT

Upon signing by the parties, this letter shall constitute a Memorandum of Understanding between the San Francisco Bay Area Rapid Transit District (“District”) and the American Federation of State County and Municipal Employees, Local 3993 (“AFSCME”) (herein jointly referred to as “Parties”), setting forth the Parties’ Agreement related to the AFSCME bargaining unit, and clarifying and setting forth procedures as to how representation issues shall be determined in the future.

WHEREAS, existing law, pursuant to Sections 28500 through 28855 of the California Public Utilities Code and accompanying regulations, and PERB regulations Section 93000 through 93080, sets forth the basic labor provisions for BART employees, including, without limitation, by providing for representation by a labor organization, unit determination, and collective bargaining; and,

WHEREAS, the Courts have held that the Meyers-Milias-Brown Act (MMBA) does not apply to public transit districts that have a statutorily prescribed method of administering employer-employee relations that were in existence at the time the MMBA was enacted; and,

WHEREAS, the Parties presently have various disputes regarding the proper placement of certain existing classifications, how to resolve such placement issues in the future, and other representation matters; and,

WHEREAS, in 1995, AFSCME was certified as the exclusive representative of the “core BART” Supervisory Unit, by card check recognition; and in 2017, AFSCME was recognized as the exclusive representative of the eBART Supervisory Unit; and,

WHEREAS, an agreement related to the question of representation would promote labor stability by resolving outstanding disputes regarding various classifications and would provide a framework for determining future representation disputes.

NOW THEREFORE the Parties agree as follows:

1. Representation Disputes:

The Parties agree that with respect to any new or modified classification, the District shall determine whether that classification shall be represented by

AFSCME in accordance with a "totality of circumstances" test as set forth in Exhibit 1, attached to this MOU.

The Parties agree that any grievances regarding union representation for a new or modified classification shall be referred to SMCS/PERB for determination.

The Parties agree that if a representation issue is presented to SMCS/PERB, the parties shall jointly present the "totality of circumstances test" (Exhibit 1) to SMCS/PERB as the standard used in determining whether a classification should be represented by AFSCME.

2. Card Check Recognition:

- a. The Parties agree that the provisions of Cal. Government Code Section 3507.1 (c) shall apply with respect to any card check requested by AFSCME based on a signed petition, authorization cards, or union membership cards showing that a majority of the employees in an appropriate bargaining unit desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit.
- b. Exclusive or majority representation shall be determined by a neutral third party selected by the District and AFSCME, who shall review the signed petition, authorization cards, or union membership cards to verify the exclusive or majority status of AFSCME. In the event the Parties cannot agree on a neutral third party, the California State Mediation and Conciliation Service shall be the neutral third party and shall verify the exclusive or majority status of the employee organization based on the documentation provided.
- c. The Parties agree that in the event of changed circumstances or the creation of new classifications and/or positions, a demand for recognition by card check that seeks to add to and/or modify an existing bargaining unit, shall not be limited or prohibited by the existence of a contract in effect, provided such demand is filed during the month of June of each year, commencing in 2021.

3. Bargaining Unit Definition:

To resolve many of the existing disputes between AFSCME and the District regarding the representation of certain classifications, and in the interest of labor stability, the Parties agree as follows:

- a. The classifications listed on Exhibit 2 shall be classified as AFSCME-represented positions and immediately accreted into the AFSCME-represented units and shall be subject to the AFSCME contractual terms.

This accretion shall occur either on or before the next pay period following the effective date of this MOU or as soon thereafter as possible. The Parties shall develop a joint communication to affected employees regarding this change and if no joint communication is agreed upon, the District shall comply with the provisions of Cal. Government Code Section 3553 should it choose to communicate with affected employees.

- b. This accretion of classifications listed in Exhibit 2 is being done solely in an effort to resolve ongoing disputes and the Parties agree that this determination shall not be precedent setting.
- c. The District is presently conducting a Classification and Compensation Study (“Study”) of non-represented employees. The District agrees that no classification that was a part of this study shall be adversely impacted as a result of that classification being accreted into the AFSCME-represented units. The Parties shall meet and confer in good faith regarding any potential impact on AFSCME-represented employees.
- d. This MOU resolves any and all current disputes and grievances related to AFSCME representation of all currently existing non-represented positions. Those grievances specified in Exhibit 3, attached, are dismissed with prejudice. Except as provided herein (including without limitation by card check and/or by existing legal rights), until June of 2025, AFSCME and the District waive any and all rights to pursue claims of unit clarification with respect to any currently existing non-represented positions.
- e. This MOU is intended to supplement and not limit the Parties’ existing legal rights to petition SMCS, including as stated in Section 1.5 (formerly Section 3) of the Parties’ Collective Bargaining Agreement.

FOR THE DISTRICT:

Michael Jones 4/25/19
AGM, Administration Date

Martin Gran 4/25/19
Chief Labor Relations Officer Date

Victoria Nuetzel 4/25/19
Office of the General Counsel Date

FOR THE UNION:

Sal Cruz 4/25/19
President, AFSCME Local 3993 Date

Latika Malkani 4/24/19
Siegel LeWitter Malkani Date

Exhibit 1

“Totality of Circumstances Test”

The following criteria shall be used for any determination about whether a new or modified classification shall be placed in the AFSCME bargaining unit.

This criterion shall be provided to SMCS/PERB or any other third-party decision maker that may be mutually agreed upon by the District and AFSCME, as the criteria applicable to the determination of whether a new or modified classification shall be designated as within the AFSCME bargaining unit.

The determination is made based on the “totality of circumstances” test. This test asks whether a community of interest exists among employees such that they should be represented in one bargaining unit. In order to evaluate the totality of circumstances, the following shall be considered:

1. job function and duties;
2. compensation (including wages and/or pay band, and employment benefits);
3. the original unit determination as specified in the 1974 Kagel decision;
4. supervision;
5. qualifications;
6. training and skills;
7. contact/interchange with other employees;
8. integration of work functions; and,
9. common goals.

The totality of circumstances test and how it is used in this determination was discussed generally in *City of Sacramento* (2016) PERB Decision No. 2354-M which provides in pertinent part:

In analyzing these factors, the Board has rejected a checklist approach in favor of examining the "totality of circumstances." (*San Diego CCD, supra*, PERB Decision No. 1445.) "The point in comparing factors is to reveal the interests of employees and ascertain whether they share substantial mutual interests in matters subject to meeting and negotiating." (*Monterey Peninsula CCD, supra*, PERB Decision No. 76.)

In determining whether any classification shall be AFSCME-represented, the District utilizes a “totality of circumstances test” including a determination of whether the classifications share substantial mutual interests.

AFSCME 2021-2027

Exhibit 2

| # | Job Title | New Job Title | New AFSCME Pay Band |
|----|--|-----------------------------|---------------------|
| 1 | Communications Officer | - | I |
| 2 | Contract Specialist I | - | C |
| 3 | Contract Specialist II | - | D |
| 4 | Contract Specialist III | - | E |
| 5 | Instructional Design Spec | - | E |
| 6 | Manager of Special Projects, Contract & Labor Compliance (OCR) | - | I |
| 7 | Mgr of Maint Administration | - | I |
| 8 | Mgr of Purchasing | - | I |
| 9 | Operations Training Supervisor | - | G |
| 10 | Principal Admin Analyst, Contract & Labor Compliance (OCR) | - | G |
| 11 | Principal Contract Specialist | - | G |
| 12 | Principal Rsch Proj Analyst | - | G |
| 13 | Program Manager I, Art Program | Manager of Special Projects | I |
| 14 | Program Manager I, Operating & Capital Programs (M&E) | Manager of Special Projects | I |
| 15 | Program Manager I, Financial Analysis & Administration (M&E)* | Manager of Special Projects | I |
| 15 | Project Manager, Sustainability | Manager of Special Projects | I |
| 16 | Project Support Manager | - | I |
| 17 | Rail Svs Compl Officer Capitol | - | G |
| 18 | Reliability Engineer, OCC | Reliability Analyst | E |
| 19 | Research & Dev Specialist | - | G |
| 20 | Research Projects Supv | - | G |
| 21 | Safety & Training Mgr eBART | - | I |
| 22 | Sr Admin Analyst, Contract & Labor Compliance Programs (OCR) | - | D |
| 23 | Sr Admin Analyst, Economic Opportunity Policies & Programs (OCR) | - | D |
| 24 | Sr Quality Engineer, M&E | Sr Quality Administrator | G |
| 25 | Sr Research Projects Analyst | - | E |
| 26 | Sr Transportation Engineer | Sr Transportation Planner | F |

*Program Manager I position within M&E Financial Analysis & Admin will be converted to AFSCME when position is vacated.

Exhibit 3**AFSCME Classification Grievances**

AFSCME 15.008 Manager of Special Projects; Office of Civil Rights
AFSCME 15.010 Program Manager; Information Technology Department
AFSCME 15.011 Program Manager I, Art Program; Planning Department
AFSCME 15.016 Program Manager II, Quality Assurance; Mechanical and Engineering Dept
AFSCME 15.017 Project Manager of Cathodic Protection; Mechanical and Engineering Dept
AFSCME 15.018 Manager of Purchasing; Procurement Dept
AFSCME 15.019 General Superintendent/Supervisor of E-BART to OAC
AFSCME 15.021 Assistant Superintendent, Way and Facilities; Mechanical and Engineering Dept
AFSCME 16.002 Project Manager, (SVBX) Silicon Valley Berryessa Extension; PD&C Dept
AFSCME 16.004 Manager of Management Analysis (Energy Division Manager); PD&C Dept
AFSCME 16.006 Program Manager II, Quality Assurance; Mechanical and Engineering Dept
AFSCME 16.010 Program Manager I, Transit Oriented Development; PD&C Dept
AFSCME 16.013 Program Manager I, Stations; PD&C Dept
AFSCME 16.014 Program Manager I & II, Engineering; Mechanical and Engineering Dept
AFSCME 16.016 Program Manager II, Performance/Reliability; Operations, Planning and Support Dept
AFSCME 16.017 Program Manager II, Asset Management; Mechanical and Engineering Dept
AFSCME 16.019 Program Manager I, Capitol Programs; Mechanical and Engineering Dept
AFSCME 16.020 Program Manager I, Pool Posting; Mechanical and Engineering Dept
AFSCME 17.002 Program Manager I, Contracts Procurement
AFSCME 17.003 Program Manager I, Governmental Relations & Legislative Affairs
AFSCME 17.006 Assistant Superintendents of System Service; Mechanical and Engineering Dept
AFSCME 17.008 Program Manager II, Rail Vehicle; Rolling Stock and Shop
AFSCME 17.009 Senior Transportation Engineer; Operations and Training Department
AFSCME 17.010 Program Manager II, Engineering; Mechanical and Engineering Dept
AFSCME 17.011 Program Manager I, Engineering; Mechanical and Engineering Dept
AFSCME 17.012 Project Manager, Transit Operations Facility; PD&C Dept
AFSCME 17.013 Project Manager, Systems Integration Manager; Mechanical and Engineering Dept
AFSCME 19.003 Sr. Administrative Analyst; Office of Civil Rights
AFSCME 19.004 Principal Computer Systems Engineer; Maintenance and Engineering Dept

Memorandum of Understanding
AFSCME

MOU 19-04 SYSTEM SERVICE SUPERVISORS AND DISCIPLINE RECORDS

This Memorandum of Understanding is entered into between the San Francisco Bay Area Rapid Transit District (“District”) and the American Federation of State County and Municipal Employees, Local 3993 (“AFSCME”) (herein jointly referred to as “Parties”), regarding the discipline records for System Service Supervisors.

WHEREAS, on or about July 2017 the System Service department was transferred from the Transportation Department to the Maintenance and Engineering Department; and

WHEREAS, AFSCME Supervisors are responsible for supervision of the System Service Workers in the System Service Department; and

WHEREAS, AFSCME Supervisors in the System Service Department have been subject to the Transportation Department discipline record timelines.

NOW THEREFORE, the Parties agree as follows:

1. The AFSCME Supervisors in the System Service Department shall remain subject to the Transportation Department discipline record timelines.

2. Section 12.1(9)(a), Discipline Records for the Transportation Department, shall apply to the System Service Supervisors who are now part of the Maintenance and Engineering Department.

FOR THE DISTRICT:

FOR THE UNION:

Date 5/30/19
Martin Gran
Chief Labor Relations Officer

Date 5/30/19
Sal Cruz
President, AFSCME Local 3993

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT AND AMERICAN
FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3993**

**MOU 20-01 TRAIN [RAIL OPERATIONS] CONTROLLER PERFORMANCE
INCENTIVE**

This Memorandum of Understanding is entered into between San Francisco Bay Area Rapid Transit District (District) and American Federation of State County and Municipal Employees Local 3993 (AFSCME) in clarification of Section 13.1 IX, Train [Rail Operations] Controller Performance Incentive, of the Collective Bargaining Agreement (CBA) between the parties.

The intention of this MOU is to clarify the on-time performance goal set forth in Section 13.1 IX of the CBA.

The composite on-time performance goal referenced in the CBA is meant to be reflective of the District's then-current composite on-time performance goal. The 93.5% composite on-time performance goal referenced in the contract is reflective of the District's goal at the time of the contract printing. As of July 1, 2018, the District's composite on-time performance goal was 92.5% and the intent of the parties was for that goal to be applied to Section 13.1 IX of the CBA for the time period it was the District's goal.

The composite on-time performance incentive will be paid to the covered employees when the Operations Control Center meets the then-current on-time goal for the District. The District will inform the Union and the employees when the goal changes and when that change is effective.

Additionally, Section 13.1 IX of the CBA is intended to apply to all AFSCME bargaining unit members reporting to the Operations Control Center, as of the date those employees are represented by AFSCME.

FOR THE DISTRICT:

FOR THE UNION:

3/10/20
Martin Gran Date
Director of Labor Relations

3/10/20
Sal Cruz Date
President, AFSCME Local 3993

SIDE LETTER OF AGREEMENT

AFSCME/SL 19-01
ATU/SL19-01
SEIU/SL 19-01

SL 19-01 RETIREMENT BENEFITS

Upon signing by the parties, this letter shall constitute a Side Letter of Agreement between the San Francisco Bay Area Rapid Transit District (“District”), the American Federation of State, County, and Municipal Employees Local 3993 (“AFSCME”), the Amalgamated Transit Union Local 1555 (“ATU”), and the Service Employees International Union Local 1021 (“SEIU”)(AFSCME, ATU, and SEIU will be collectively referred to as “the Unions” and the District and the Unions will be hereinafter referred to as “the Parties”) regarding the contract language on Retirement Benefits.

The following provisions of the respective contracts shall, effective following ratification of this Side Letter, be modified as follows:

ATU/SEIU Article 6.0 Retirement Benefits

~~The Parties agree that no later than thirty (30) days following a final ruling in State of California v DOL, the Parties shall commence bargaining regarding the provisions of Sections 6.1 and 6.2 of the SEIU/ATU Labor Agreement and any other applicable contract provision related to pension contributions.~~

~~After January 1, 2018 and upon request of any party, the parties agree to bifurcate the issues reflected in pending pension-related grievances and endeavor to reach agreement related to employee pension contributions.~~

~~The Parties agree that any resolution shall be cost neutral to all parties. The negotiations shall not result in an increase in the employer paid member contribution as described in Section 6.2. Any agreement described above shall immediately toll the District’s prospective liability with respect to the dispute over employee contributions reflected in the grievances. All bargaining shall be conducted based upon the District’s obligations under State and Federal law.~~

~~In the event that the Parties are unable to reach agreement within six (6) months of the commencement of bargaining, unresolved issues shall be put to interest arbitration for a final and binding decision.~~

~~Nothing in this Agreement is intended to modify or compromise the position of any party to this Agreement in relation to the pending litigation on referenced above.~~

ATU/SEIU Section 6.1 Public Employees' Retirement System

~~The District shall amend its contract with the Public Employee's Retirement Systems (PERS) to provide the two percent (2%) at 55 retirement option for miscellaneous members in the bargaining unit. This change shall become effective August 31, 1992 or as soon thereafter as practicable. The District will take all reasonable steps necessary to implement this amendment so that it can be effective on August 31, 1992 or as soon thereafter as practicable. Except for this change, the District shall continue its present participation in PERS for miscellaneous members at existing levels.~~

~~To partially offset the cost of this new benefit, effective September 1, 1991 the District shall retain its contribution of one point six hundred twenty-seven 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 1.627% contribution shall remain in effect to and including June 30, 2011. Bargaining unit employees shall reimburse the District through deductions from retroactive pay or from payroll deductions for the 1.627% contributions to the Money Purchase Pension Plan made on their behalf for the months of July and August 1991.~~

~~The Union shall approve all changes and execute all documents including, without limitation, documents relating to the PERS contract and the Money Purchase Pension Plan necessary to implement the 2% at 55 retirement benefit, and the change in the District's Money Purchase Pension Plan contribution rate.~~

The District shall provide the two percent (2%) at age 55 retirement plan formula for miscellaneous bargaining unit members determined by CalPERS rules to be classic members. The District shall provide a two percent (2%) at age 62 retirement plan formula, as mandated by PEPRAs, for all miscellaneous bargaining unit members determined by CalPERS rules to be PEPRAs members.

ATU/SEIU Section 6.2 PERS Pick-Up Pension Contributions

~~Effective no later than sixty (60) days following ratification of this Agreement employees shall contribute one half percent (.5%) of base pay towards the Employee's Contribution to the Public Employees' Retirement System (PERS) and the District shall discontinue that contribution. On January 1, 2014, employees shall contribute and the District shall discontinue the payment of an additional one half percent (.5%) of base pay towards the PERS Employee's Contribution. Effective January 1 of each successive year of this Agreement, employees shall contribute an additional one percent (1%) of base pay and the District shall discontinue the payment of one percent each year up to a maximum of four percent (4%). PERS Employee Contributions shall be made on the basis of PERSable income earned during each pay period during the time periods described above.~~

~~For each one half percent (.5%) of base pay that employees contribute to PERS, the District shall, at the same time, increase the base wage rates by 0.3607% and for each one percent (1%) the District shall, at the same time, increase the base wage rates by 0.7214%.~~

~~The District shall continue to pick up the remainder of employees' contributions to PERS. During the life of this Agreement, earnings may accrue to the District by reason of a reduction of the District's contribution to PERS.~~

~~The parties recognize that it may be contended that some of these payments were unlawful and that they could not have been made in the absence of an amendment to the District's contract with PERS and recognize further that BART has not sought such an amendment.~~

~~Should the District be required to reimburse PERS for back contributions related to these payments, BART's pick up of employee PERS contributions will cease until an amount equivalent to the amount required to be reimbursed to PERS has been placed by BART in an escrow account pending mutual agreement by the parties as to alternative benefit(s). Such benefit(s) shall not increase BART's aggregate direct or indirect payroll cost above the amount it would otherwise have incurred by continuation of the PERS pick up program.~~

Effective no later than the first full pay period following sixty (60) days after ratification of this Agreement and retroactive to July 1, 2019, all miscellaneous classic bargaining unit employees shall contribute six percent (6%) of pensionable income to CalPERS and all miscellaneous PEPRAs bargaining unit employees shall continue to contribute fifty percent (50%) of the normal cost as determined by CalPERS, which is seven percent (7%) effective July 1, 2019. Effective no later than the first full pay period following sixty (60) days after ratification, all miscellaneous bargaining unit employees shall receive a 1.4428% base pay increase retroactive to July 1, 2019.

Effective the first full pay period after January 1, 2020, all classic miscellaneous bargaining unit members shall contribute seven percent (7%) of pensionable income to CalPERS and all PEPRAs bargaining unit employees shall continue to contribute seven percent (7%) of pensionable income to CalPERS and all miscellaneous bargaining unit employees shall receive an additional 0.7214% base pay increase.

Effective the first full pay period after July 1, 2020, all miscellaneous bargaining unit members shall contribute eight percent (8%) of pensionable income to CalPERS and all miscellaneous bargaining unit employees shall receive an additional 0.7214% base pay increase.

Thereafter, if fifty percent (50%) of the normal cost exceeds eight percent (8%), the PEPRA employees shall continue to contribute fifty percent (50%) of the normal cost as determined by CalPERS. It is understood that under PEPRA, bargaining unit employees subject to PEPRA may be required to contribute over eight percent (8%) of pay to pension in certain years.

To the extent permitted by law, the District agrees that should the current rate of statutory classic employee contributions to CalPERS increase beyond eight percent (8%) during the term of this Collective Bargaining Agreement, the District shall include such rate increase in the affected employer pick up on behalf of bargaining unit members determined by CalPERS rules to be classic members due subsequent to the rate increase. The parties agree that any additional cost to the District resulting from any increase in the percentage level of employee contributions occurring after November 1979 shall be borne by the District until the expiration of this agreement.

Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of receipt of said pick up by the District or any penalty that may be imposed therefore.

AFSCME Section 5.1 Reimbursement of Employees' PERS Contribution Pension Contributions

~~Effective no later than sixty (60) days following ratification of this Agreement the employees shall contribute one-half percent (.5%) of base pay towards the Employee's Contribution to the Public Employees' Retirement System (PERS) and the District shall discontinue that contribution. On January 1, 2014, the District shall discontinue the payment of an additional one-half percent (.5%) of base pay towards the Employee's PERS contribution. Effective January 1 of each successive year of this Agreement, employees shall contribute an additional one percent (1%) of base pay, and the District shall discontinue the payment of one percent (1%) each year up to a maximum of four percent (4%). Employee PERS Contributions shall be made on the basis of PERSable income earned during the time periods described above.~~

~~The District shall continue to pick up the remainder of employees' contributions to PERS. During the life of this Agreement, earnings may accrue to the District by reason of a reduction of the District's contribution to PERS.~~

~~The District agrees that should the current rate of employee contribution to PERS increase during the term of this Collective Bargaining Agreement, the District shall include such rate increase in the affected pick up due to the subsequent rate increase. The parties agree that any additional cost to the District resulting from any increase in the percentage level of employee contributions occurring after November 1979 shall be borne by the District until the expiration of this Agreement.~~

~~The parties recognize that it may be contended that some of these payments were unlawful and that they could not have been made in the absence of an amendment to the District's contract with PERS and recognize further that BART has not sought such an amendment.~~

~~Should the District be required to reimburse PERS for back contributions related to these payments, BART's pick up of employee PERS contributions will cease until an amount equivalent to the amount required to be reimbursed to PERS has been placed by BART in an escrow account pending mutual agreement by the parties as to alternative benefit(s). Such benefit(s) shall not increase BART's aggregate direct or indirect payroll cost above the amount it would otherwise have incurred by continuation of the PERS pick up program.~~

~~Any PERS savings accrued by the District on or after July 1, 1989 remain the property of the District and shall not be shared with employees.~~

Effective no later than the first full pay period following sixty (60) days after ratification of this Agreement and retroactive to July 1, 2019, all miscellaneous classic bargaining unit employees shall contribute six percent (6%) of pensionable income to CalPERS and all miscellaneous PEPRAs bargaining unit employees shall continue to contribute fifty percent (50%) of the normal cost as determined by CalPERS, **which is seven percent (7%) effective July 1, 2019.** Effective no later than the first full pay period following sixty (60) days after ratification, all miscellaneous bargaining unit employees shall receive a 1.4428% base pay increase retroactive to July 1, 2019.

Effective the first full pay period after January 1, 2020, all **classic** miscellaneous bargaining unit members shall contribute seven percent (7%) of pensionable income to CalPERS and all **PEPRA bargaining unit employees shall continue to contribute seven percent (7%) of pensionable income to CalPERS** and all miscellaneous bargaining unit employees shall receive an additional 0.7214% base pay increase.

Effective the first full pay period after July 1, 2020, all miscellaneous bargaining unit members shall contribute eight percent (8%) of pensionable income to CalPERS and all miscellaneous bargaining unit employees shall receive an additional 0.7214% base pay increase.

Thereafter, if fifty percent (50%) of the normal cost exceeds eight percent (8%), the PEPRA employees shall continue to contribute fifty percent (50%) of the normal cost as determined by CalPERS. It is understood that under PEPRA, bargaining unit employees subject to PEPRA may be required to contribute over eight percent (8%) of pay to pension in certain years.

To the extent permitted by law, the District agrees that should the current rate of statutory classic employee contributions to CalPERS increase beyond eight

percent (8%) during the term of this Collective Bargaining Agreement, the District shall include such rate increase in the affected employer pick up on behalf of bargaining unit members determined by CalPERS rules to be classic members due subsequent to the rate increase. The parties agree that any additional cost to the District resulting from any increase in the percentage level of employee contributions occurring after November 1979 shall be borne by the District until the expiration of this agreement.

Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of receipt of said pick up by the District or any penalty that may be imposed therefore.

Consistent with Sections 3.1 and 3.2, AFSCME pay bands shall also be adjusted by the amount of base pay increases as set forth herein.

AFSCME Section 5.2 Retirement Benefits

~~A. The District shall continue its present participation in the Public Employees' Retirement System (PERS) for miscellaneous members at existing levels.~~

~~The Parties agree that no later than thirty (30) days following a final ruling in *State of California v DOL*, the Parties shall commence bargaining regarding the provisions of Section 5.1 and any other applicable contract provision related to pension contributions.~~

~~After January 1, 2018 and upon request of any party, the parties agree to bifurcate the issues reflected in pending pension-related grievances and endeavor to reach agreement related to employee pension contributions.~~

~~The Parties agree that any resolution shall be cost neutral to all parties. The negotiations shall not result in an increase in the employer paid member contribution as described in Section 5.1. Any agreement described above shall immediately toll the District's prospective liability with respect to the dispute over employee contributions reflected in the grievances. All bargaining shall be conducted based upon the District's obligations under State and Federal law.~~

~~In the event that the Parties are unable to reach agreement within six (6) months of the commencement of bargaining, unresolved issues shall be put to interest arbitration for a final and binding decision.~~

~~Nothing in this Agreement is intended to modify or compromise the position of any party to this Agreement in relation to the pending litigation referenced above.~~

A. The District shall provide the two percent (2%) at age 55 retirement plan formula for miscellaneous bargaining unit members determined by CalPERS rules to be classic members. The District shall provide a two percent (2%) at age 62

retirement plan formula, as mandated by PEPRA, for all miscellaneous bargaining unit members determined by CalPERS rule to be PEPRA members.

- 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 retained 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 payment of these contributions during the term of the Agreement is subject to the terms of Section 5.5 MPPP and Section 6.2 PERS Medical.
- 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.

FOR THE DISTRICT

FOR SEIU

Martin Gran
Chief Labor Relations Officer

John Arantes
President, BART Chapter

APPROVED AS TO FORM

Vicki Nuetzel
Office of the General Counsel

Olivia Rocha
President, Professional Chapter

FOR ATU

Gena Alexander
President, ATU Local 1555

FOR AFSCME

6/18/19

Sal Cruz
President, AFSCME Local 3993

**SIDE LETTER OF AGREEMENT
AFSCME**

**SL 20-01 DISSOLUTION OF THE AFSCME EBART COLLECTIVE
BARGAINING AGREEMENT**

Upon ratification by the parties, this shall constitute a Side Letter of Agreement between San Francisco Bay Area Rapid Transit District (“District”) and the American Federation of State, County and Municipal Employees Local 3993 (“AFSCME”) (hereinafter jointly referred to as “Parties”) regarding the dissolution of the AFSCME eBART Bargaining Unit and AFSCME eBART Collective Bargaining Agreement, which was effective May 11, 2017 – June 30, 2022, and the incorporation of the AFSCME eBART members into the AFSCME/BART bargaining unit and modification of certain terms and conditions of the Collective Bargaining Agreement between the District and AFSCME to specifically address eBART classifications and specific terms related to the E-Line DMU System operations, which shall replace eBART.

The Parties agree that following ratification of the Extension Agreement and this Side Letter by AFSCME members and the District’s Board, the current AFSCME eBART classification, Supervisor of Operations, eBART, shall be subject to the following terms and conditions:

1. The current Supervisor of Operations, eBART, will remain in their current job classification until the effective date of an ATU bid that places Station Agents and Foreworkers at Antioch Station and the eMF in Antioch. Effective on the date those positions begin reporting to Antioch, the Supervisor of Operations, eBART classification will be abolished and the employees in that classification will be reclassified AFSCME classifications as follows:
 - a. First, one (1) Supervisor of Operations, eBART shall be reclassified to a Road Supervisor of Engines position.
 - b. Second, eight (8) Supervisors of Operations, eBART shall be reclassified to DMU System Rail Controller positions.
 - c. Finally, two (2) Supervisors of Operations, eBART shall be reclassified to Operations Supervisor Liaisons positions.

2. Road Supervisor of Engines

- a. The District shall create a new classification “Road Supervisor of Engines” and the first hire into this position will result from a competitive process open only to the Supervisors of Operations, eBART.
- b. The reclassification into the Road Supervisor of Engines position may occur earlier than as described in 1. above, following the conclusion of the competitive selection process.
- c. The Road Supervisor of Engines shall have reversion rights into a vacant position in the Supervisor of Operations, eBART or DMU System Rail Controller classification, if such vacancy exists. If no such vacancy exists, the employee will revert to an AFSCME position for which they are qualified of similar classification to their prior position.
- d. All subsequent hires into the Road Supervisor of Engines position will be through an open competitive process.

3. DMU System Rail Controllers

- a. The District shall create a new classification “DMU System Rail Controllers” and the Union will determine the selection process for the initial eight (8) DMU System Rail Controllers. The DMU System Rail Controllers shall retain their eBART seniority.
- b. The DMU System Rail Controller shall operate out of the eBART Control Center (“eCC”) in Antioch for a period of three (3) years from the date of ratification of this agreement, or until the Oakland Operations Control Center (“OCC”) renovation is substantially complete, whichever occurs later. Upon relocation to the Oakland OCC at that time, seven (7) of the DMU System Rail Controller positions will move to the OCC and one (1) DMU System Rail Controller will transfer to a Line Supervisor position within the Transportation Supervisor classification.
 - i. The Union will determine the Transportation Supervisor selection process and seniority.
 - ii. The employee transferred to the Transportation Supervisor position shall not be subject to a probation period.
- c. The eCC will have one (1) Pan-Tilt-Zoom (“PTZ”) camera in it with no microphone to allow the Central Manager to monitor and supervise the

activities of the eCC. The PTZ camera will have live video only and will not be recorded. Verbal communication with the eCC will occur via the eCC/OCC hotline currently in use.

- d. The PTZ camera will be eliminated upon the DMU System Rail Controllers' move to the OCC. The PTZ camera agreement is made on a non-precedent setting basis.

4. Operations Supervisor Liaisons

- a. The Union will determine the Operations Supervisor Liaisons selection process and seniority.
- b. The Supervisors of Operations, eBART who are reclassified to Operations Supervisor Liaisons positions shall suffer no loss in base pay.
- c. There shall be no claim of pay equity on behalf of the Operations Supervisor Liaisons resulting from the Supervisors of Operations, eBARTs' transfer.
- d. The employees reclassified to the Operations Supervisor Liaisons positions shall not be subject to a probation period.

Sections 1.5, 1.6, 4.1, and 13.5 of the CBA shall be modified to reflect the changes listed above.

It is expressly agreed that effective June 30, 2021, or upon the reclassification of all eBART employees into AFSCME BART classifications, the AFSCME eBART Bargaining Unit and AFSCME eBART CBA shall be dissolved and the AFSCME eBART CBA may not be used for any purpose.

FOR THE DISTRICT:

FOR THE UNION:

_____ 11/6/20
Tamar Allen Date
AGM, Operations
Bay Area Rapid Transit District

_____ 11/5/20
Sal Cruz Date
President
AFSCME Local 3993

SIDE LETTER OF AGREEMENT

SL 22-01 RE: DEVELOPMENT OF A NEW CLASSIFICATION THAT SUPPORTS THE OPERATIONS SUPERVISOR LIAISON CLASSIFICATION

Upon ratification by the parties, this shall constitute a Side Letter of Agreement between San Francisco Bay Area Rapid Transit District (“District”) and the American Federation of State, County and Municipal Employees, Local 3993 (“AFSCME”) (hereinafter jointly referred to as “Parties”) regarding creating a new classification that supports the Operations Supervisor Liaison Classification.

The Parties agree that within sixty (60) days of the ratification of the 2022 contract extension the District and the Union will begin to meet and confer in good faith over the creation of a new classification that will support the Operations Supervisor Liaison classification. It is the intent to have an agreement by January 1, 2023, on the new classification, job description, salary range, and/or other terms and conditions of employment upon the outcome of the meet and confer. The Parties agree that the new classification will be placed within the AFSCME bargaining unit.

Date: _____

FOR THE DISTRICT

FOR THE UNION

Robert Powers
General Manager
Bay Area Rapid Transit District

Sal Cruz
President
AFSCME, Local 3993

David Coleman
Acting Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM

Jeana Zelan
Office of the General Counsel

SIDE LETTER OF AGREEMENT

SL 23-01 RE: BENEFITS FUNDING

This Side Letter of Agreement ("Side Letter") is entered into between the San Francisco Bay Area Rapid Transit District ("District") and the American Federation of State, County, and Municipal Employees, Local 3993 ("AFSCME") (hereinafter jointly referred to as "Parties") regarding changes to the dental and vision plan coverage provided pursuant to the Parties' Collective Bargaining Agreement ("Agreements").

WHEREAS, the Parties negotiated changes to the dental benefits provided to employees after the end of the dental family bank in 2021; and

WHEREAS, AFSCME included the option of expanding vision benefits along with the changes to the dental plan; and

WHEREAS, the District agreed to include changes to those benefits in the negotiations as part of a side letter to the Agreement.

NOW THEREFORE the Parties agree as follows:

1. Section 6.4 of the Agreement shall be modified as follows:

6.4 DENTAL PLAN

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 restorative and prosthodontic care is two thousand **five hundred** dollars (\$2,**500**) for each calendar year **in addition to preventative care which is fully covered. Covered individuals will be allowed to roll over unused funds from the previous plan year into a roll-over account holding up to two thousand five**

hundred dollars (\$2,500) for five (5) years. 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.

2. Pursuant to Section 6.1 of the Agreement, the Parties mutually agree that starting January 1, 2024 the VSP Vision Care insurance program currently provided by the District will be updated to include the following additions to the base vision plan:

- a. Increasing the frame allowance in the basic plan from one hundred and fifteen dollars (\$115) to two hundred and fifty dollars (\$250);
- b. Provide Fitting/Evaluation of Contact Lenses with no more than a sixty-dollar (\$60) co-pay;
- c. Light Care is fully covered;
- d. Anti-Reflective Coating is fully covered with a twenty-five-dollar (\$25) co-pay;
- e. UV Coating is fully covered;
- f. Polycarbonate Lenses are fully covered; and
- g. Custom and Premium progressive lenses are fully covered with a twenty-five-dollar (\$25) co-pay.

3. Section 6.1 of the Agreement shall be modified as follows:

6.1 GROUP INSURANCE & DISTRICT SELF-FUNDED PLANS-
GENERAL*

...

- 1. The covered employee's legally wedded spouse or domestic partner per Board Resolutions 4455 and 4757, BART eligibility guidelines and health plan eligibility guidelines.
- 2. The unmarried, a) natural born child, b) legally adopted child, c) Step child or d) child of the employee or the employee's domestic partner for whom the covered employee or employee's domestic partner became

- the guardian before age 19 who is under age 19 and dependent on the covered employee for their principal support and maintenance. This also includes any such child as listed above who is under age 23 (or under age 24 in accordance with the individual health plan).
3. This also includes any such child as listed above who is incapable of sustaining employment by reason of mental retardation or physical handicap, if such was incurred prior to age 19 (or prior to age 23, or prior to age 24 in accordance with the individual health plan), provided the child resides in the covered employee's household or a custodial facility.
 4. Any unmarried child (including the eligible child of an employee's domestic partner) under age 19 (or prior to age 23, or prior to age 24 in accordance with the individual health plan) for whom the covered employee is mandated by court decree to provide health benefits.
 4. The Dental Care Plan coverage provided by the District will be updated upon ratification of the AFSCME/BART dental tentative agreement by AFSCME membership and BART Board of Directors.
 5. In consideration of the dental and vision plan updates, all pending and future grievances related to the loss of the family bank benefit in Section 6.4 of the Agreement are resolved.

Date: 10/30/23

FOR THE DISTRICT:

FOR THE UNION:

Robert M. Powers
General Manager
Bay Area Rapid Transit District

Sal Cruz
President
AFSCME, Local 3993

David Coleman
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM

Amelia Sandoval-Smith
Office of the General Counsel

SIDE LETTER OF AGREEMENT

SL 24.01 RE: TRANSITION TO SALARY STEPS

After negotiation the parties have agreed to transition AFSCME-represented employees to the salary steps in the following manner.

1. AFSCME-represented employees will move from the current pay bands to a salary step program which includes 5 steps at the salary rates (“Steps”) in the attached Appendix A.
2. Implementation of pay steps program.
 - a. New hires after January 1, 2025, will be placed into the appropriate salary steps in the attached Appendix A pursuant to Sections 7 and 8 herein.
 - b. Employees hired prior to January 1, 2025, (“Incumbent Employees”) will be placed into the appropriate salary steps in Appendix B¹, pursuant to Section 6 herein.
 - c. Temporary Extended Ranges: Existing employees in classifications listed in attached Appendix C and identified as being above market in their salary range on Appendix B, will be placed in a temporary extended salary range with a value not to exceed 10% of the top step of the classification’s salary range. Employees in this status will additionally receive any agreed upon general wage increase until their position is vacated. New employees in the classifications listed in Appendix C will be placed in their respective pay step range, pursuant to Section 7 and 8 herein.
 - d. Current class incumbents who are above Step 5 in the classifications listed in Appendix C will be placed in a salary step classification separate from those within the 5-step range, in order to maintain full reportable compensation.
 - e. Within 30 days of implementation, the Managers of Special Projects will complete a job description questionnaire to determine new job classification title. By July 1, 2025, the incumbents will be placed in the new classification and their step placement will be no less than their current salary. If their salary is over the 5-step range determined for their classification, they will be added to the list of classification eligible for

¹ Appendix B is the salary step schedule that will go into effect on July 1, 2025, which shall be generated by adding any general rate increase(s) provided in Section 3.1 to the amounts stated in the salary step schedule contained in Appendix A.

Temporary Extended Ranges.

3. The Pay progression program will be rescinded once salary steps go into effect. However, all employees shall continue to receive general rate increases (see Section 3.1) in addition to any pay step progression.
4. The performance management process and leave provision will no longer impact the receipt of general rate increases or whether employees shall advance through steps.
5. The Salary Step Program shall include the following:
 - a. All job classifications represented by AFSCME shall be assigned defined salary steps, unless otherwise agreed upon by the District and AFSCME. Classifications shall be assigned five (5) salary steps with the rate for each successive step being set at approximately 5% above the rate of the next lower step, thereby creating salary ranges with a spread of approximately 21.5%
 - b. Salaries shall be set by determining the top step of the salary range, based upon market data and the salary ranges for similar or related classifications within the District. The District's objective is to maintain the top steps of its pay ranges at the 75th percentile of the external market. Upon identifying the top step of a salary range, the rates for the other steps in the range will be calculated to provide for the 5% step increases described above.
6. Initial Placement and Progression through Salary Steps (Incumbent AFSCME-represented Employees):
 - a. Effective July 1, 2025, upon the initial implementation of salary steps for AFSCME job classifications, incumbent employees shall be placed in the appropriate salary steps for their classification in Appendix B, which is inclusive of the July 1, 2025, wage increase, as follows:
 - i. Incumbent Employees who on July 1, 2025, have been in their position for three (3) years or more, shall be placed into Step 5.
 - ii. Incumbent Employees who on July 1, 2025, have been in their position for less than three (3) years, shall be placed into the step that is equal to or greater than their current salary. The current salary to be used for this initial placement means an employee's base salary under the pay band system in effect through June 30, 2025, increased by the amount

of any general wage increase(s) effective on July 1, 2025 (see Section 3.1).

1. If an incumbent employee is placed at Step 3 they will be moved to Step 5 within one year of their initial placement.
2. If an incumbent employee is placed at Step 4 but has more than two (2) years in the position they will be placed at Step 5 upon completion of three (3) years in the position.

7. New Hire Progression through Salary Steps

- a. Employees may be hired into the Step 1 of the classification's salary steps.
- b. Employees will move to Step 2 six months after hire.
- c. Employees will move to Step 3 six months after moving to Step 2.
- d. Employees will move to Step 4 one year after moving to Step 3.
- e. Employees will move to Step 5 one year after moving to Step 4.

8. Appointment Above Entry Rate

- a. Newly hired employees may be placed at steps above the entry rate, after approval by Classification and Compensation based on criteria including but not limited to employee's experience, qualifications, skills and number of years performing similar work elsewhere.
- b. If appointed above entry rate the employee will continue through the progression in the same manner as new hires.

9. Promotional Progression through Salary Steps

- a. Employees promoted to a classification with a higher salary shall be placed at the salary step in the promotive classification that is, at minimum, 5% higher than their current salary placement.
- b. Once placed in that step they will proceed through the remaining steps at the same rate as new hires.

10. Step Placement for Transfers, Promotion, Demotions and Rehires:

- a. Whenever an AFSCME-represented employee laterals, they shall be placed at the salary step that is equal to or higher than their currently assigned rate of pay.

- b. Whenever an employee promotes into an AFSCME-represented position, they shall be placed at the salary step that provides at least a five percent (5%) increase in base pay, or to the top step if a 5% increase would exceed the maximum rate of the salary range.
 - c. Whenever an AFSCME-represented employee is voluntarily or involuntarily demoted, they shall be placed at least at the salary step of the new classification that is the same salary step at which they are currently assigned.
 - d. Individuals who leave the District and are rehired within one (1) year into an AFSCME-represented job classification for which they previously completed a probationary period shall be assigned to the salary step that they held upon separation from the District. Vacation accruals will continue at the rate earned prior to leaving the District if rehired within one (1) year of leaving.
11. Within sixty (60) days following the ratification of this agreement the parties will create a salary steps committee to continue to negotiate in good faith effects of this transition up to July 1, 2025.
12. Contractual language changes required to execute this agreement will be implemented prior to July 1, 2025. If the parties still have remaining items to discuss after July 1, 2025, regarding salary step implementation the parties will promptly participate in a good faith mediation.

Date: _____

FOR THE DISTRICT

FOR THE UNION

Robert M. Powers
General Manager
Bay Area Rapid Transit District

Sal Cruz
President
AFSCME, Local 3993

David Coleman
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM

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