

AGREEMENT

BETWEEN

SAN FRANCISCO BAY AREA

RAPID TRANSIT DISTRICT

AND

BART POLICE

OFFICERS' ASSOCIATION (BPOA)

EFFECTIVE

JULY 1, 2009 – JUNE 30, 2013

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1.0 MUTUAL AGREEMENTS

1.1 DEFINITIONS

For the purpose of this Agreement:

- A. The terms "BART", "District", "Employer" and/or "Management" mean the San Francisco Bay Area Rapid Transit District.
- B. The term "Police Unit" means the unit of sworn and civilian employees described as the "Security Unit" in the decision of the Director of the California Department of Industrial Relations, dated March 6, 1973: "In the Matter of Bargaining Units of The San Francisco Bay Area Rapid Transit District."
- C. The term "Association", or "BPOA" means the BART Police Officers' Association, the bargaining agent for all employees in the Police Unit described above.
- D. The terms "Employee" and/or "Employees" mean any person and/or all persons in the Police Unit described above.

1.2 NON-DISCRIMINATION, AFFIRMATIVE ACTION

There shall be no discrimination in the application of 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, gender, marital status, sexual orientation, age or national origin and in a manner consistent with the stated Affirmative Action Policy of the District.

Finally, the parties agree no employee covered by this Agreement shall suffer discrimination because of his/her membership and participation in the Association.

1.3 MANAGEMENT RIGHTS

The management of the operations and business of the District and the management and direction of the work and work force are vested solely and exclusively in the District unless expressly limited or provided for elsewhere in this Agreement or by any other rule, or regulation, of the District. All other inherent management rights not expressly limited by this Agreement or any rule or regulation of the District are reserved by the District. The foregoing is not intended to be all inclusive or a complete enumeration of the management rights of the District, but to indicate, in general, the types of rights generally inherent in Management and is not deemed to exclude the exercise of other inherent management rights nor to ban the filing, processing, and the resolving of any grievance under Provision 3.1, Grievance Procedure, of this Agreement concerning the

exercise of any such management right. The right of Management to establish or enforce rules, or regulations, separate and apart from this Agreement implementing or enforcing any area which solely concerns management rights is hereby recognized subject only to the provisions of the grievance procedure herein set forth.

1.4 NO STRIKES AND NO LOCKOUTS

A. It is the intent of the District and the Association to assure uninterrupted service to the public and protection of District property during the life of this Agreement.

Accordingly:

1. No employee or Association signatory hereto shall engage in, cause, or encourage any strike, slowdown, picketing, concerted refusal to work or other interruption of the District's operations for the duration of this Agreement as a result of any labor dispute.
 2. The District shall not lock out any employees covered by this Agreement during its term as a result of any labor dispute.
 3. It shall not be a violation and shall not be cause for discharge or other discipline for a District employee to refuse to enter upon any property involved in a labor dispute. This exception shall not be applicable to sworn Police Officers. In the event of a labor dispute, sworn Police Officers shall only be assigned work sworn Police Officers are assigned when there is no labor dispute, and will not replace striking employees.
 4. In any case where employee conduct occurs in violation of this Provision, the Association will promptly take all necessary action to bring about a termination of such conduct, and where so requested by the District, will give individual notification to the employees involved to cease any such conduct.
 5. The District may, at its option, discontinue sick leave payments if more than twenty-five percent (25%) of the employees covered by this Agreement are absent from their regularly scheduled duty assignments on the same day.
- B. In the event of any alleged violation of Paragraph A of this Provision, either the District or the Association may seek immediate arbitration before one (1) of the named arbitrators to be selected in accordance with the arbitration procedures set forth in Provision 3.1A, Grievance Procedure. The party seeking such arbitration shall use its best efforts to notify the other party of the referral to

arbitration by means of telephone or written notice including telegraphic, delivered to the principal office of the party against whom the award is being sought. 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 this Provision.

The arbitrator shall have full equitable power to resolve the dispute, including the power to issue immediately an order to terminate the activities in violation of this Provision. Such award shall be binding on both parties and employees. The expenses of the arbitration shall be borne by the party against whom the award is entered.

Unless the parties agree that the arbitrator shall retain jurisdiction to decide the underlying dispute at the same hearing, the moving party shall refer the dispute leading to or determined to be the cause of the alleged violation of Paragraph A of this Provision to the appropriate grievance and arbitration procedure provided under this Agreement. If either party raises an issue of arbitrability of the dispute allegedly causing the violation of Paragraph A of this Provision, said preliminary issue of arbitrability shall be decided by the same arbitrator selected to hear the underlying dispute on the merits.

1.5 BENEFICIAL PRACTICES

The District agrees that rules, regulations, or practices within the scope of bargaining will not be changed without notice and opportunity to bargain the impact of the changes.

1.6 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.

1.7 AGREEMENTS FURNISHED *

The District will ensure that copies of this Agreement are printed within sixty (60) days of receipt of the Association's concurrence with the proof copy following signing and will pay the full cost of printing such Agreements.

The District will provide one hundred fifteen (115) printed copies and one (1) electronic copy of the Agreement to the Association. All printed copies of the Agreement will be in 8½" x 11" format. The electronic copy will be in Microsoft Word format. The District will provide a copy of the Agreement to all current employees within two (2) weeks of receipt of printed copies. New employees will be provided a printed copy of the Agreement upon employment.

Copies of any side letters or other modifications agreed to within the life of the Agreement shall be provided by the District to the Association for attachment to each copy.

*** Minute Clarification**

The District agrees to allow two Association members the release time necessary to proof read the new Agreement. The District will provide a proof draft of the Agreement to the Association within four weeks of ratification.

1.8 DURATION OF AGREEMENT *

This Agreement shall become effective on July 1, 2009 and remain in full force and effect through June 30, 2013.

*** Minute Clarification**

The District fiscal years are as follows:

FY 10: July 1, 2009 – June 30, 2010

FY 11: July 1, 2010 – June 30, 2011

FY 12: July 1, 2011 – June 30, 2012

FY 13: July 1, 2012 – June 30, 2013

1.9 SIDE LETTERS OF AGREEMENT *

All Side Letters of Agreement and Memoranda of Understanding existing prior to ratification of this Agreement, unless mutually extended, are null and void.

*** Minute Clarification**

The parties have mutually agreed for the life of this Agreement to extend MOU-002-4 Understanding Regarding Disciplinary Investigations, MOU-001-05 One-Time Payment Distribution, MOU-001-06 T.A. Clarifications and amend SL-010 Deferred Compensation for Non-Sworn.

1.10 ENTIRE AGREEMENT

This Agreement and all side letters and assurances entered into now or hereafter shall be understood to express and constitute the entire Agreement between the parties.

1.11 BENEFITS REVIEW

The District and the Association agree that the Department Manager of Human Resources or designee and top Association officials/ consultants shall meet annually between the months of March and May to discuss the District's benefits plans, if requested by the Association. 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.

2.0 ASSOCIATION SECURITY

2.1 ASSOCIATION RECOGNITION

The District recognizes the Association as the exclusive bargaining representative for all District Police employees in classifications placed in the "Police Unit" by the decision of the California State Department of Industrial Relations dated March 6, 1973.

2.2 ASSOCIATION REPRESENTATIVES *

Two (2) Association representatives, the Association President and Vice President or designee, shall be recognized to assist employees in resolving grievances at the lowest possible administrative level. The Chief of Police or designee shall be notified in writing of the Association's representatives, including any changes thereafter, in a timely manner.

Except in cases of emergency, the Association President and Vice President or designee shall be afforded reasonable time off to conduct Association business: e.g., investigation and processing of grievances, meetings with Management, without loss of pay or benefits provided advance notification is given to, and approved by, the Chief of Police or designee.

The Association President or designee shall, except in cases of emergency, be released from District duty twenty (20) hours per week without loss of pay or contractual or other benefits to which they may be entitled to attend to Association business which may include, Executive Board or general membership meetings and other Association related meetings.

The Association Vice-President shall, except in cases of emergency, be released from District duties up to ten (10) hours per month without loss of pay or contractual or other benefits to which he/she may be entitled to attend to Association business which may include Executive Board, general membership meetings and other Association related meetings provided forty-eight (48) hours advance notice is provided to the Association Vice-President's supervisor.

The District shall provide the Association with a bank of three hundred and thirty (330) hours of release time each fiscal year, which shall be used for the sole purpose of attending to Association business. Release time will be available to the Association Executive Board members, I.A. Representatives and Association Stewards approved by the Association President or designee. A list of employees who will be using the bank shall be provided to the Chief of Police no later than fifteen (15) calendar days after the ratification of this Agreement. Any changes thereafter shall be provided as the changes occur. Requests for release time must be submitted, on a District approved form, to the requestor's supervisor for approval. Operational needs shall dictate approval, however, all attempts will be made to grant approval, if feasible. If the Association has used the three hundred and thirty (330) hour bank prior to the end of the fiscal year, requests for release for the purpose of Association business shall be made on a case by case basis to the Chief of Police or designee.

Upon full operation of a designated BART Police Zone, including the establishment and occupancy of a zone facility, the Association shall be authorized to appoint one (1) shop steward per zone. The appropriate Zone Commander or designee shall be given advance written notification of the steward authorized to handle first step grievances in the assigned zone. Any changes will be forwarded, in writing, to the appropriate Zone Commander(s) or designee in a timely manner.

Zone shop stewards shall be afforded reasonable time off, at no additional cost to the District, to conduct Association business: e.g., investigation and processing of first step grievances, meetings with Management, without loss of pay or benefits provided advance written notification is given to, and approved by, the appropriate Zone Commander.

The representatives will be given the privilege of utilizing the District's inter-office mail and existing telephone facilities as may be reasonably necessary in the conduct of Association business.

Each employee recognized by the District as a member of the duly elected or appointed Association Negotiating Committee, who attends Association-Management contract negotiation meetings will be compensated for actual work time lost as a result of such meetings.

*** Minute Clarification**

It is agreed by the parties that the Association will be afforded reasonable time during the orientation program for new employees to meet and advise new bargaining unit employees on Association matters. These meetings shall be conducted during the President's weekly release time as set forth above.

2.3 ASSOCIATION ACCESS TO WORK LOCATIONS

Non-employee and employee Association representatives will be permitted access to District office facilities, except for specific facilities reasonably excluded by the Chief of Police or for which access is precluded by law, for the purpose of conducting Association business. Where reasonable and practical, Association representatives will notify area supervisors of their intent to visit and/or of their arrival at a given work location. 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.

2.4 AGENCY SHOP

Within thirty (30) days of the execution of this Agreement, or of the beginning employment with the District, an employee must execute and maintain a dues or equivalent service fee deduction authorization acceptable to the District in accordance with Provision 2.5, Dues or Service Fee Deduction.

The effective date of the authorization shall be the effective date of the Agreement, except for employees hired subsequent to such effective date, whose date of hire will be the effective date of authorization. Such execution and maintenance shall be a condition precedent to continued employment. No initiation fee shall be charged to present employees who are not members of Association.

Equivalent service fees shall be no greater than the regular and usual membership dues and assessments.

2.5 DUES OR SERVICE FEE DEDUCTION

The District agrees to make payroll deductions as hereafter indicated from the pay of employees covered by this Agreement. The District shall commence payroll deductions within thirty (30) days of the employee's submission of a written authorization satisfactory to the District. Deductions shall include monthly membership dues, assessments, insurance premiums, voluntary POA-PAC donations and initiation fees, or their equivalents, and shall be forwarded monthly to the Association. Dues and

assessments shall be uniformly applicable to all employees in the same job classification or pay level.

No fines or penalty imposed on an individual by the Association shall be collected by means of payroll deduction. The Association shall notify the District Payroll Supervisor in writing of the standard amount of monthly dues and of any differing rates established pursuant to a Hudson notice. The Association agrees to furnish the District with written notice of changes in amounts to be deducted by the tenth (10th) of the month in which such changes are to be affected. The Association shall hold the District harmless from any and all claims, and will indemnify it against any unusual costs in implementing these provisions.

2.6 BULLETIN BOARDS

One (1) clear covered bulletin board with lock and key will be provided BPOA for the sole use of notices of meetings or other business pertaining to the Association at all zone police facilities, all parking structures where BPOA members report, and the Cash Handling Building. All other work locations where BPOA members report for at least one (1) shift sign-up period shall be equipped with one (1) uncovered bulletin board. Any additional number of boards and their locations shall be agreed upon mutually by the parties.

The Association agrees that the Chief of Police/designee and Labor Relations shall be furnished a copy of any material being displayed on any bulletin board at the time of posting. Said material shall be dated and authenticated by the signature of the designated representative of the Association. Such Association bulletin boards shall be maintained by the Association.

If a copy of posted material is not provided to the District within twenty-four (24) hours, it shall be removed from all bulletin boards.

2.7 CONTRACTING WORK *

- A. It is the intent of the parties that work connected with the operation of the Police Department be performed by department personnel.
- B. Work normally performed by employees in other bargaining units will not be required of employees in this unit during any general cessation of services by those other employees except as hereafter provided. Such work will only be required where special circumstances require brief and temporary action by Police Department personnel in order to assure normal transit service to the public and in a manner which minimizes interference with normal Police Department work.

*** Minute Clarification**

BPMA employees shall not fill BPOA positions nor work overtime normally performed by BPOA employees except in urgent situations, and then only until the positions can be filled by the appropriate BPOA classifications. However, nothing in this clarification shall prohibit BPMA employees from performing normal police duties.

2.8 JOB STANDARDS

The District will discuss the establishment of job standards for department hiring and promotions as well as requirements, tests, and policies for establishment of a list for each special assignment, as determined by the Chief of Police, and each classification within the BART Police Officers' Association with the Association prior to implementation.

In any event, the maximum possible amount of notice of forthcoming promotional examinations will be provided.

3.0 EMPLOYEE AFFAIRS

3.1A GRIEVANCE PROCEDURE

Each employee covered by this Agreement shall receive fair and just treatment in his/her employment relationship. No employee shall be disciplined, suspended or discharged except for just and sufficient cause. The following procedure shall be administered to assure the orderly resolution of employee grievances. A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with the provisions of this Agreement or of District rules, regulations, or practice affecting status of working conditions of employees including matters of discipline.

The Association or any Association member may file a grievance and any Association member may elect to have representation of his/her choosing at any step of the Grievance Procedure.

However, in no event will the District process a grievance at any step of the Grievance Procedure without Association representation in the absence of express written consent of the Association. The Association shall submit to the Chief of Police or designee with a copy to the Manager of Labor Relations, a list of designated representatives, legal firms or lawyers authorized to process grievances on behalf of bargaining unit employees.

Employees shall have the right to participate in meetings conducted to discuss the grievance at Step 1.

The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level. However, grievances protesting a policy directive or policy decision may by-pass the initial step(s) of the procedure provided the decision-maker who rendered the policy directive or policy decision is at a higher administrative level. In such instances, the grievance may be filed directly at Step 2 of the Grievance Procedure. This provision does not apply to grievances pertaining to the application or interpretation of such policy directives or policy decisions. Such grievances must be filed at the lowest possible administrative level.

Step 1:

Whenever possible grievances will be resolved promptly by discussion between the employee and his/her supervisor. If discussion does not result in a satisfactory resolution, the employee may present his/her grievance in writing, to his/her Commander or designee within fifteen (15) calendar days of the occurrence of the dispute or within fifteen (15) calendar days of the date that the Association should have been aware of the occurrence of the event. Should the Commander or designee be unavailable, the employee may present the written grievance to any Police Manager. The grievance shall then be forwarded to the employee's Commander or designee for response. The written grievance must clearly identify the facts giving rise to the alleged grievance, state the relief being sought, and be signed and dated by the employee. The Commander or designee shall respond to the grievance within fifteen (15) calendar days of the date it is received by the Department Manager. The employee must acknowledge receipt of the response from the Commander or designee. If the employee is not available to accept and acknowledge the Commander's or designee's response, the time limits shall be extended until forty-eight (48) hours after the employee returns to work or is otherwise available to accept and acknowledge the Commander's or designee's response. In such cases the time limit for filing the grievance at Step 2 shall be extended to run for fifteen (15) calendar days from the date of the employee's receipt of the Commander's or designee's response. The Association shall be provided a copy of the Commander's or designee's response.

Step 2:

If the grievance cannot be resolved under Step 1, the Association may within fifteen (15) calendar days of the action by the Commander or designee, arrange for the convening of a meeting between representatives of the Labor Relations Division, the Chief of Police or designated representative, and the Association to attempt to resolve the grievance on a mutually acceptable basis. The grievant may be invited to attend at the discretion of the Association. If no resolution is reached, the Labor Relations Division shall respond in writing to the Association with a copy to the grievant within forty-five (45) days of receipt of the grievance.

Step 3:**A. Appeals Board**

Should the matter remain unresolved in Step 2 above, within fifteen (15) calendar days of the determination, by mutual agreement, the Association and the Labor Relations Division may establish an Appeals Board to hear the dispute. The Appeals Board shall be comprised of two (2) members selected by the Association, and two (2) members selected by the District and a neutral chairperson. Labor Relations Division personnel, the BPOA President and Vice-President, and designated full-time Association representatives may not participate as Appeals Board members. A lesser or larger board number may be established by mutual agreement between the parties.

The Appeals Board may, by majority vote, render a final and binding decision to resolve the dispute upon conclusion of the Hearing. No decision of the Appeals Board shall be considered a precedent for the disposition of any similar case and/or arbitration.

The expenses, if any, of the neutral chairperson shall be borne equally by the District and the Association.

Any other dispute-resolving mechanism may be substituted for the foregoing upon mutual agreement between the parties prior to invoking the arbitration provision of this Provision.

Arbitration

Should the matter remain unresolved in Step 2 above, either party may, within fifteen (15) calendar days of the determination, request arbitration of the dispute. An impartial arbitrator shall be selected from a list of names (no less than five [5]) furnished by either the Federal Mediation and Conciliation Service or the State Mediation and Conciliation Service.

The decision of the arbitrator shall be final and binding on all parties. The arbitrator's award shall be rendered promptly and in no event more than thirty (30) days after the dispute or grievance has been fully submitted to him/her. The expenses of the arbitration and/or court reporter shall be borne equally by both parties unless, by prior agreement, the parties agree the losing party shall bear all such expenses.

Immediate Arbitration

Either party may waive the time limits specified herein and proceed to immediate arbitration in any case where either party alleges that the other is threatening to take an action in violation of this Agreement in so short a period of time as to disallow the other party from proceeding within the time limits. In any such case, the arbitrator shall have

full equitable powers to frame a decision, including an order to the party initiating the grievance to abide by the time limits provided in this Provision or a restraining order against the party threatening the action or any other form of arbitration order that would resolve the matter in an equitable and just manner.

The decision of the arbitrator shall be final and binding on all parties. The arbitrator's award shall be rendered promptly and in no event more than thirty (30) days after the dispute or grievance has been fully submitted to him/her. The expenses of the arbitration and/or court reporter shall be borne equally by both parties unless, by prior agreement, the parties agree the losing party shall bear all such expenses.

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 lost in such meetings.

Extension of Time Limits

The time between the steps of the procedure may be extended by mutual agreement. Failure by the employee or the Association to follow the time limits, unless extended by mutual agreement, shall cause the grievance to be considered withdrawn; failure by the District to follow the time limits, unless extended by mutual agreement, shall cause the grievance to be deemed settled in favor of the employee.

3.1B PROGRESSIVE DISCIPLINE PROCEDURE

The District agrees to comply with the following progressive discipline procedure:

1. Informal Discipline
 - a. Informal Counseling (Not Documented)
 - b. Letter of Discussion (Documented, kept in personnel file for up to six (6) months)
 - c. Oral Counseling (Documented, kept in personnel file for up to one (1) year)

2. Formal Discipline
 - a. Written Reprimand (Documented, kept in personnel file for up to two (2) years)
 - b. Pay Step Reduction (up to six (6) months maximum, documented, kept in personnel file for up to two (2) years)
 - c. Suspension Without Pay (Thirty (30) days maximum, documented, kept in personnel file for up to two (2) years)
 - d. Demotion (Kept in personnel file for up to five (5) years)
 - e. Termination
-

3.2 ACCESS TO PERSONNEL AND BPD ADMINISTRATIVE FILES *

Association represented employees shall be provided a copy of all performance related memoranda (including performance evaluations) placed in their official personnel file which is retained in the Human Resources Department, and their administrative file which is retained in the Police Department. All personnel files shall be kept in a secured location. Items that are to be removed will be returned to the employee for disposition.

Affected employees shall be provided a copy of derogatory matters placed in their official personnel file, and shall have access to derogatory material placed in their administrative file maintained by the Police Department. An employee shall have thirty (30) days from the date he/she learns of the presence of any derogatory material in his/her administrative file to file a written response to any such material entered in his/her administrative file. Such written response shall likewise be included in the employee's personnel or administrative file as appropriate. Derogatory material contained in the personnel file over one (1) year old will not be utilized in evaluating an individual for promotion, but all material in the personnel file not more than twenty-four (24) months old may be utilized in progressive discipline and/or grievance proceedings. Upon written request of the employee, derogatory material in the personnel file and administrative file twenty-four (24) months or older shall be removed. Derogatory material pertaining to attendance problems may be used to support discipline only if the discipline was primarily imposed for an incident involving attendance problems. References to Letter of Discussion shall be articulated on a separate piece of paper for each event and removed after six (6) months.

An employee shall be permitted at any time during regular office hours to inspect his/her personnel or administrative files provided notice is given to the custodian department which is sufficient to allow it up to three (3) of its working days to make the files available. He/she may also authorize, in writing, the Association representative to

also inspect his/her personnel file provided the same advance notice is given. Such reviews shall be made in the Human Resources Department or Police Department subject to the presence of a member of the Human Resources Department or Police Department staff or its designee.

No matter not in the official personnel file or referred to in the official personnel file shall be used as the basis of discipline. Material in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of law.

Material contained in the Internal Affairs Section files, administrative file and the employees personnel file shall be removed and destroyed after five (5) years from placement in the files, unless litigation relating to such material is pending. In such case, the potentially relevant material shall be retained in the files until the matter has been fully and finally adjudicated or until at least five (5) years have passed since the material was placed in the file, whichever occurs later.

*** Minute Clarification**

For purposes of performance evaluations, if a Letter of Discussion or discipline was given at the beginning of the evaluation year and was deactivated prior to the actual evaluation, the District may reference the events leading up to the Letter of Discussion and/or discipline, but not the fact that Letter of Discussion and/or discipline had been given.

3.3 TRUTH DETERMINATION EXAMINATIONS

No employee shall be requested or required to submit to, or in any way provide data for, any mechanical "truth determining" device. No disciplinary actions or other recrimination, including involving promotion, shall be taken against an employee refusing or not volunteering to submit to such an examination, nor shall any comment be entered anywhere that the employee refused or did not volunteer to take such an examination.

3.4 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:

1. When an employee is in the process of acquiring a sixty (60) calendar 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 correspondence course and/or a specific course of study that may not result in a degree, said employee shall be reimbursed up to a maximum of two thousand dollars (\$2,000) per fiscal year.

2. When an employee exceeds sixty (60) semester units or ninety (90) quarter units and is enrolled in upper division course work, said employee shall be reimbursed up to a maximum of four thousand dollars (\$4,000) per fiscal year.
3. The maximum amount that an employee may be reimbursed under this program in any fiscal year is four thousand dollars (\$4,000).

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 at a non-accredited institution, if approved by the Chief of Police, or by correspondence 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. Courses offered by Law Enforcement organizations, associations and training providers shall be reimbursed up to the limits of one (1) above.

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

Courses must be approved by the Chief of Police, or designee, 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.

Tuition Advance

At the employee's option, an advance may be secured from the District against tuition costs by agreeing to 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

1. District required shift change: a reorganization or District mandated classification rebid resulting in an involuntary shift change due to the seniority of an employee.
2. District required reduction in force: reduction in force action as described in Provision 13.1 of this Agreement, resulting in employee being placed in lay-off status with recall rights.
3. Voluntary shift change: any shift change in which the individual has the ability to control movement affecting him/her adversely, i.e., promotion, reverting to his/her former position, shift sign ups, etc.

Reimbursement

The reimbursement of tuition advances may not be required in the following situations, after a case-by-case review of the circumstances by the appropriate management staff member:

1. The employee involved sustains an injury which precludes completion of the course(s).
2. The employee formally advises management of his/her unsuccessful attempt(s) to obtain verification of satisfactory completion of the course(s) from the accredited institution or correspondence school within the prescribed thirty (30) days. In such cases, the employee must obtain the verification of satisfactory completion as soon as possible after the time period has expired.

It is understood that the above exceptions are subject to verification by Management.

3.5 P.O.S.T. TRAINING

The District shall provide maximum training consistent with need and available funding. The Department shall maintain a training notification binder which will be made available to personnel seeking information upon request.

A. Mandatory Training

If an employee is assigned by the District to mandatory training of twenty-four (24) hours or more, the District may change the employee's RDO's provided there is a fourteen (14) day notice given to the employee.

- B. If the District does not change the employee's RDO's, or if the District scheduling does not permit the changing of RDO's, and the mandatory training session for less than forty (40) hours overlaps with the employee's RDO's, then the employee shall receive applicable overtime compensation.
- C. **Non-Mandatory Training**
- In the event an employee volunteers for a non-mandatory training session of any duration, the employee's RDO's may be changed at the discretion of the District, without incurring overtime compensation.
- D. In the event of a District emergency the above provisions shall not apply.

3.6 AMMUNITION

The District will provide a reasonable amount of ammunition, upon written request for all approved firearms, but not less than one hundred (100) rounds per year.

4.0 VACATION, LEAVES AND OTHER ABSENCES

4.1 VACATION*

- A. The parties agree to the following provisions in managing reduction in hours of straight time pay:

In order to achieve cost reductions, the District and BPOA agree to reduce labor costs by the equivalent of 100 straight time base pay hours for each full time employee during the contract term as follows:

- (a) In the 2009/2010 contract year, employees must forego 20 hours of paid leave.
- (b) In the 2010/2011 contract year, employees must forego 20 hours of paid leave.
- (c) In the 2011/2012 contract year, employees must forego 30 hours of paid leave.
- (d) In the 2012/2013 contract year, employees must forego 30 hours of paid leave.

Employees shall submit a completed election form provided by the District indicating the nature of the paid leave the employee will forego for that contractual year. For 2009/2010, employees may not forego floating holiday and

for any year employees may not forego previously accrued paid leave. Employees shall submit an election form provided by the District indicating their choices among the options for the 2009/2010 contract year on or before June 1, 2010. Employees shall submit an election form provided by the District indicating their choices among the options for the 2010/2011 contract year on or before July 1, 2010. Employees shall submit an election form provided by the District indicating their choices among the options for the 2011/2012 contract year on or before July 1, 2011. Employees shall submit an election form provided by the District indicating their choices among the options for the 2012/2013 contract year on or before July 1, 2012. Employees will indicate on the election form the number of hours to be deducted from the paid leave that would be accrued by that employee.

Employees who have not made the election will be required to forfeit equivalent vacation as is necessary to meet the 100-hour reduction requirement. The date(s) of the leave shall be determined by the District after consultation with the affected employee, and shall be in full or half day increments.

The total reduction of paid leave required by this agreement shall not exceed the equivalent of 100 straight time base pay hours for each employee.

- B. The District will grant three (3) weeks of vacation following one (1) year of service, four (4) weeks of vacation after eight (8) years of service, five (5) weeks of vacation after fifteen (15) years of service. Automatically, upon the attainment of twenty (20) years of District service, employees will accrue four (4) weeks of vacation.* Effective July 1, 2005, Revenue Protection Guards and all Sworn personnel forfeit all "pop-up" vacation time. Employees may carry over up to sixty (60) days (up to forty-eight [48] days for employees on a 4-10 Plan) of vacation. In the event that an employee's bid vacation has been cancelled, he/she must attempt to reschedule at least one (1) week or forty (40) hours of that vacation within thirty (30) days of the date of cancellation. If an approved vacation is cancelled by the District, the employee is entitled to be reimbursed for actual and reasonable unrecovered expenses. Any unused vacation, if caused by action or inaction of the District, may be carried over into the next calendar year. The District may, in its discretion, require an employee to take up to one (1) week of vacation during a calendar year.

Employees will select their vacation in accordance with the applicable seniority provisions consistent with the scheduling ability of their department, division or section. An Association representative will be assigned to monitor the bid, but will not bid or assign another employee to a vacation period.

Employees bidding late will not change the previous bids, nor will they be allowed to bump a less senior employee who bid at his/her regular scheduled time. Employees will be allowed to split selected vacation periods into forty (40)

hour blocks up to their annual accrual during their scheduled bid based on departmental seniority. At the time of vacation signup, employees shall be eligible to select vacation time that will have been earned on or before the actual vacation period, not to exceed the accrual for that year.

One continuous fifty-two (52) week block of vacation will be posted for every ten (10) persons, on a given roster. Units of less than ten (10) persons, shall be entitled to at least one vacation slot. Units of the department consisting of at least ten (10) persons, but less than twenty (20) persons, shall be entitled to two (2) vacation slots.

Vacation requests for less than a forty (40) hour block may be approved by a Watch Commander, Bureau Commander or Chief of Police. Employees will be notified of approval or denial of their written request within two (2) working days. Employees requesting emergency usage of their accrued vacation will be notified of approval or denial as soon as practicable.

In the event an employee terminates or retires, he/she shall be granted pro rata vacation compensation based upon his/her accrued credits.

Vacation allocation will be scheduled throughout the calendar year; however, to the maximum extent possible, consideration consistent with operation requirements will be given to allow employees to take their vacation during the summer months. Should a contractual holiday fall within the employee's vacation period, compensation will be applied consistent with holiday provisions of this Agreement.

Years of service shall be based upon the employee's years of service with the Bay Area Rapid Transit 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.

1. An enhancement to the vacation sign-up will take place at the same time as the annual vacation sign-up. Four (4) additional positions for each of the fifty-two (52) weeks will be listed as alternates. All employees will be allowed to select a combination of vacation and alternate positions, not to exceed the total number of weeks of vacation accrued for the present year. When a week of vacation is cancelled, the first alternate will be given that week of time.

If a week of vacation is cancelled and no alternate is listed, then the week is available to the first person who requests that week off in writing.

C. Vacation Buyback

During the month of December each year, employees will 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. Effective after BAP goes live, 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.
3. 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 may be carried-over, subject to the maximum annual vacation carry-over provided in B., above.

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.

D. Optional Additional Day

Members may choose one additional day of vacation contiguous to each selected vacation period, respectively. This additional vacation day(s) shall be deemed part of the guaranteed vacation period(s). The additional day can be applied to the beginning or the end of the vacation. A thirty (30) day advance written notice must be given to their supervisor.

E. Cancellation Due To Illness

If an employee becomes ill while on vacation, the employee must notify the District immediately should he/she wish to change his/her pay status from vacation leave to sick leave subject to the following conditions:

1. The employee shall present a physician's medical verification of the illness to the District upon his/her return to work.
2. The sick leave used shall not extend the employee's scheduled vacation.

3. Vacation, which is not used due to illness, must be rescheduled consistent with Departmental operating needs.

*** Minute Clarification**

Two (2) weeks of vacation will be converted to a pay step after twenty (20) years of District service. The pay step will be added to the employee's base rate of pay totaling a 4.03% increase. Said pay step will be payable to eligible employees on July 1st, 2005. Eligible employees will be permitted to sign up for six (6) weeks of vacation ONLY if the employee has the time accrued already PRIOR to the sign-up. Leave accrual excludes sick leave, however, compensatory time and holiday time may be counted towards the six (6) week sign-up request. An employee may sign up for a vacation time limit less than six (6) weeks based upon the time the employee has accrued PRIOR to the sign-up only.

4.2 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 forty (40) hours for current spouse/child and for other immediate family members or eligible domestic partner (per Board Resolutions 4455 and 4757) 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, shall provide upon request, 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 or an employee's domestic partner, parent, brother, sister, grandparent; and current mother-in-law, father-in-law, step-parent, step-child, and legal guardian.

*** Minute Clarification**

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

4.3 MILITARY LEAVE

Employees of the District who are ordered to active duty with the Armed Forces for a period not to exceed one hundred eighty (180) calendar days in any fiscal year (July 1 -

June 30), 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 of District service will be eligible for their existing straight time rate of pay for the first thirty (30) calendar days in any fiscal year (July 1 - June 30), of any such absence.

For purposes of this Provision, weekend military training sessions shall not be considered as military leave; however, employees who have military training sessions on weekends (Saturday and Sunday), and whose assigned workweek includes Saturday or Sunday, or both, may request adjustment of their scheduled rest day or days off where work is available which they are qualified to perform in order to attend such sessions shall not be considered as military leave. However, employees who have military training sessions on weekends (Saturday and Sunday), and whose assigned workweek includes Saturday or Sunday, or both, may request adjustment of their scheduled rest day or 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.

4.4 MINIMUM REST *

Except in a District emergency, employees will be allowed* to have a minimum of ten (10) hours time off duty between scheduled shift assignments, scheduled shift and training assignments, and scheduled shift changes on the effective date of a sign-up.

When practical, this minimum rest will also apply prior to court appearances if minimum staffing will allow for the time off.

*** Minute Clarification**

1. Late Case/Hold Over/Inverse

In the situation in which an employee is directed to hold over as the result of a late case, personnel shortage, or inverse, that employee shall not be required to report to their next scheduled shift for a period of 10 hours.

2. Training

In the situation in which an employee has been ordered to report to training, which is scheduled to begin less than 10 hours after the end of the prior shift,

that employee shall be granted 10 hours rest prior to commencement of training.

4.5 HOLIDAYS

- A. Effective July 1, 2009, Fiscal Year 10, the District shall observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and seven (7) floating holidays. Effective July 1, 2010, Fiscal Year 11, the District shall observe thirteen (13) contractual holidays per year as follows:

New Year's Day	(January 1) *
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Columbus Day	(2 nd Monday in October-Federal Government observed day)
Veteran's Day	(Federal Government observed day)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving	(fourth Friday in November)
Christmas Day	(December 25)
Four (4) floating holidays	

- * Swing shift employees shall be given New Year's Eve as this holiday and day shift and graveyard shift employees shall be given New Year's Day as the holiday.

In order to be eligible for holiday compensation, an employee must be in a paid status the work day before and after the holiday. Should any holiday fall on an employee's day off, the employee shall receive an extra eight (8) hours of pay at the employee's regular base rate during that pay period, or an extra eight (8) hours off with pay, to be taken at the option of the employee consistent with department scheduling.

- B. Should a contractual holiday occur during an employee's recognized vacation, the employee will receive an extra day of compensation at the employee's regular base rate for that pay period, or an extra eight (8) hours off with pay, to be taken at the option of the employee, consistent with department scheduling. Floating holidays shall be granted consistent with the scheduling ability of the employee's department. Employees must give five (5) working days' notice of intent to take a floating holiday. Failure of an employee to give such notice may be cause for refusal of such floating holiday request.
- C. Holiday overtime work outside the regular work schedule shall be compensated at two (2) times the employee's regular base rate for actual hours worked in

addition to straight time holiday pay. In the case of holiday work performed within the regular work schedule, employees shall receive one and one-half (1½) times the regular pay rate for actual hours worked in addition to the straight time holiday pay.

- D. In advance of a contractual holiday, if the holiday occurs on an employee's regular day off (RDO), an employee may elect to apply straight time credit to his/her compensatory time record in lieu of an extra eight (8) hours holiday pay. If an employee works on an off duty holiday he/she may also elect to apply all hours worked on that holiday which are in excess of forty (40) hours worked during his/her workweek at time and one-half credit for holiday work to his/her compensatory time record in lieu of holiday overtime pay. An employee may also elect to apply a straight time credit for holiday work on a regular duty day in lieu of the holiday pay premium provided above.
- E. During the month of June each year, employees shall 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:
4. Employees may elect to buy back all or part of any unused fiscal year accrual up to a maximum of four (4) days, with such floating holidays paid off subsequent to the end of the fiscal year earned.
 5. Effective after the Business Advancement Plan (BAP) goes live, 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 the MPPP.
 6. 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 may be carried over, subject to the maximum carry-over provided in G. below.

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.

- F. Up to four (4) unused floating holidays may be carried over per year. A terminating employee shall be compensated for any unused floating holidays and/or unused optional hours then credited to his/her records.

- G. For the purposes of employees who work a 4-10 workweek, Provision 10.5 - 4-10 Workweek, of this Agreement shall govern.
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4.6 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, or once it is established by the process set forth in Paragraph D herein, it is established that she should discontinue working. An employee shall notify the Chief of Police immediately upon determination of pregnancy.
- B. The Parenting Leave will continue until the date on which the employee's doctor states in writing she is capable of returning to work, or until such time as an additional leave of absence, granted by the District, expires. The District may require confirmation of ability to work from a doctor acceptable to the District.
- C. Employees may utilize unused sick leave for pregnancy consultations as provided by Provision 8.1, Sick Leave, and to the extent possible, should there be a determination that there is a pregnancy-related disability, the Disability Insurance provided by the District.
- D. A sworn or civilian employee whose duties involve law enforcement activities including the protection of District property shall provide her doctor with a detailed description of her assigned duties, prepared by the District, which will include the physical requirements associated with her position. She should also consult her doctor at least every four (4) weeks while working during her pregnancy, or more frequently if requested by her doctor, in order to assure that her doctor will have a frequent opportunity to review her ability to continue working and her doctor's opinions shall be furnished, in writing, to the District. At any time after determination of pregnancy the District may require such an employee to obtain approval to continue working from a doctor acceptable to the District. District required examinations shall be paid for by the District, and the employee shall suffer no loss of income, as the same is provided in Provision 9.4, Medical Examinations. Moreover, inconsistent findings shall be resolved as provided in Provision 9.4, Medical Examinations.
- E. The parties agree that "Parenting Leave" shall be granted in compliance with applicable State and Federal Laws.
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4.7 PERSONAL LEAVE OF ABSENCE

Employees may occasionally 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 purposes of this Provision, is defined as an absence from work requested in writing by a District employee and approved in writing by the Chief of Police and by the Human Resources Department Manager. 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.

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 may require usage of all available accrued leave prior to granting leave without pay.

During the period of time in which an employee is on 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 voluntarily terminated his/her employment with the District. Employees on leave of absence shall have the option to pay any costs involved with and continue to participate in the Health and Welfare programs and life insurance.

4.8 TEMPORARY ABSENCE

The following provisions shall apply to employees returning to work from temporary absence:

- A. If an employee has been or is anticipated to be absent from work for less than twelve (12) months, he/she shall have the right to return to his/her former position at the then-existing rate without loss of seniority. During such temporary absence, the District may, in its sole discretion fill the vacant position on a temporary basis.
 - B. In the event the absent incumbent does not return within twelve (12) months or, if at the time of the initial absence there is reasonable cause to believe the absence will extend in excess of twelve (12) months, the District may fill the vacant position on a permanent basis, while guaranteeing only that the absent incumbent has the right to return to an open position in his/her former classification at the then-existing rate.
 - C. In the event the absent incumbent returns following expiration of the twelve (12) month period and no open position exists in his/her former classification, the employee will be offered any existing open position in a classification as near as possible to his/her former classification and qualifications. Paragraphs "B" and "C" of this Provision do not apply to industrial injuries.
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4.9 JURY/WITNESS DUTY *

A. 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 the time spent in jury service. When an employee has served five (5) consecutive days on jury duty when working a 5-8 workweek or four (4) consecutive days on jury duty when working a 4-10 workweek and that service conflicts with one or more of the employee's RDO's, the employee has the option to reschedule their RDO's with his/her supervisor without additional cost to the District.

B. Witness Duty

An employee shall be excused 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, 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 Provision 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 related to other employment.

*** Minute Clarification**

The parties understand that the compensation provisions of this Provision are not applicable where attendance as a witness is related to either prior employment or current non-BART employment (outside employment).

4.10 COMPENSATORY TIME OFF

All compensatory time shall be accrued at the applicable rate for time worked. A maximum of two hundred (200) hours of compensatory time may be accrued.

- A. Compensatory time credit shall be allowed only when an employee's record permits full straight time crediting of the applicable hours worked. No credit shall be allowed in those cases where the hours worked exceed the record limits set forth above or when a partial payment would result.
- B. Once an election of compensatory time has been made, no employee shall be permitted to receive cash payment for credited time up to the accrued limit, at a rate higher than the employee's regular hourly rate.
- C. Employees requests to use accumulated compensatory time off shall be subject to mutual agreement taking into consideration District scheduling requirements.
- D. Employees who terminate their employment with the District shall be paid for all accumulated unused compensatory time off at the employee's then current regular rate or at the average of the employee's regular rate during the last three (3) years of the employee's employment, whichever is higher.
- E. The term regular hourly rate for terminating employees means the employee's regular base rate plus all applicable premium rates.

4.11. DISCRETIONARY DAYS OFF

Sworn personnel and Revenue Protection Guards shall be able to utilize up to two (2) discretionary days off on an annual basis. All other employees covered under this Agreement shall be able to utilize up to two (2) discretionary days off on a semi-annual basis. This usage is permissible provided that no less than thirty (30) and no more than forty-five (45) calendar days notice is given and no more than (1) person per zone, per shift, per day may be off under this provision. For purposes of this provision, semi-annual shall mean January through June and July through December. Only the Chief of Police, or designee may cancel a day off granted under this provision. Such days off will not be unreasonably cancelled. Any additional requests to use accrued discretionary time off shall be subject to mutual agreement taking into consideration District scheduling requirements.

5.0 INSURANCE

5.1 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 in the bargaining unit.

5.2 DENTAL INSURANCE COVERAGE *

Present coverage for preventative care, restorative care, prosthodontics 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 one hundred percent (100%) of the Usual and Customary charges, with the employee paying the balance.
- C. **Prosthodontics:** Insurance will pay one hundred percent (100%) 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.

An employee's eligible domestic partner and their children shall be entitled to the same coverage under this provision as spouses and dependent children of the employee, per Board Resolution 4455 and 4757.

*** 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.

5.3 DISABILITY COVERAGE

The District will provide the Peace Officers Research Association of California (PORAC) sponsored Premier Plus – Long Term Disability Plan (hereinafter referred to as PORAC) for all BPOA members and the District will pay the premium for PORAC for the duration of the contract (members will be responsible to pay \$3 per person, per month, toward this plan, through payroll deduction). It is further understood that BPOA members will be subject to the conditions of PORAC, and that BPOA members who may have claims issues or other concerns regarding PORAC will be referred to PORAC for assistance. The PORAC rules, plan documents, and insurance agreements will control all issues and benefits, including the types and levels of benefits offered and eligibility for those benefits. The following is the current schedule of coverage for the Premier Plus – Long Term Disability Plan under PORAC.

LTD Benefit:	70% of the first \$12,857 of Predisability Earnings, reduced by Deductible Income.
Maximum Benefit:	\$9,000 per month
Waiting Period:	30 Days. Sick Leave may be frozen after (60) days. (0) days industrial.
Maximum Benefit Period:	See Plan Document.
Minimum Benefit:	\$200 per month while receiving sick pay for Non-Industrial Disabilities. Nothing while receiving 4850 pay.
Pays Benefits During Workers'	YES: Refund only the amount actually

Compensation Litigation:	received from Workers' Compensation.
Survivors Benefits:	Dependents will receive 6 months of member's benefit.
Mental and Nervous Benefits:	Safety Members: 12 months per each occurrence or as long as hospitalized. Non-safety Members: 6 months each occurrence or as long as hospitalized.
Drug and Alcohol Benefits:	12 months lifetime.
Deductible Benefits: (Income From Other Sources)	A. Sick Pay B. Retirement Benefits C. Social Security Benefits D. Other Group Disability Benefits E. Worker's Compensation 4850 Pay or Temporary Disability Pay
Death Benefit:	\$50,000 – Natural Causes. \$55,000 – Accidental Causes
50/50 Integration Benefit:	Receive 100% of base pay through use of 50% leave time and 50% LTD Benefit.
Cost of Living Adjustment (COLA):	Increase LTD Benefits up to 5% compounded annually, COLA Benefit is limited to non-industrial claims only.

5.4 PERS-MEDICAL & PRESCRIPTION DRUG BENEFITS *

A. PERS-Medical & Prescription Drugs

The District will provide group medical and prescription drug benefits, as provided below through the Public Employees' Retirement System (PERS). 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 Association acknowledges that it understands that 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 Association 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 Provision 5.5, the Association waives the right to any group medical or prescription drug benefit granted expressly or impliedly under other provisions 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.

It is the intent of the parties that providing these benefits shall result in no additional cost to the District over the projected future cost of the current plans. To that end, all employees eligible for PERS medical benefits who enroll for such benefits shall be responsible for a premium co-payment in the amount of fifteen dollars and three cents (\$15.03) per month subject to the changes articulated in subsection B below.

The parties acknowledge that the District's contribution to the PERS premium for eligible retirees has been subject to a seven (7) year phase-in period after which retired employees and active employees pay the same premium co-payment toward their total PERS medical premium cost.

Employees' premium co-payments will be paid for through payroll deductions. Retiree premium co-payments will be deducted from the retirement allowance paid by PERS. If a retiree's retirement allowance is not sufficient to pay the entire co-payment, the retiree must pay the balance due on such premium co-payment 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 co-payment procedures established by PERS, which may be modified by PERS. The District, Association and employees shall comply with the PERS procedures in effect from time to time.

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 six dollars and forty-nine cents (\$26.49) per month, except as provided below.

1. The employee's twenty-six dollars and forty-nine cents (\$26.49) monthly employee contribution toward the medical insurance premium shall increase by forty-eight dollars and fifty-one cents (\$48.51) 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: $\$26.49 + \$48.51 = \$75 \times 1.03 = \77.25 .) The employee contribution amounts

provided below shall be in addition to any costs for coverage in excess of the amounts specified in paragraph C below.

<u>DATE</u>	<u>Maximum Employee Monthly Contribution</u>
01 Jan. - 06	\$75.00
01 Jan. - 07	\$77.25
01 Jan. - 08	\$79.57
01 Jan. - 09	\$81.95
01 Jan. - 10	\$84.41
01 Jan. - 11	\$86.95
01 Jan. - 12	\$89.55
01 Jan. - 13	\$92.24
01 Jan. - 14	\$95.01
01 Jan. - 15	\$97.86
01 Jan. - 16	\$100.79
01 Jan. - 17	\$103.82
01 Jan. - 18	\$106.93
01 Jan. - 19	\$110.14
01 Jan. - 20	\$113.44
01 Jan. - 21	\$116.85
01 Jan. - 22	\$120.35
01 Jan. - 23	\$123.96
01 Jan. - 24	\$127.68
01 Jan. - 25	\$131.51
01 Jan. - 26	\$135.46
01 Jan. - 27	\$139.52
01 Jan. - 28	\$143.02
01 Jan. - 29	\$148.02
01 Jan. - 30	\$152.46
01 Jan. - 31	\$157.03
01 Jan. - 32	\$161.74
01 Jan. - 33	\$166.60
01 Jan. - 34	\$171.59

2. The District shall continue to retain all of the one and six hundred twenty-seven one-thousandths percent (1.627%) Money Purchase Plan contribution for the term of this agreement.
3. Effective July 1, 2013 and continuing through June 30, 2034, the District shall retain all or part of the 1.627% of payroll (as defined by the Money Purchase Pension Plan), not to exceed one thousand eight hundred sixty-eight dollars and sixty-five cents (\$1868.65) from the Money Purchase Pension Plan contributions for sworn employees that are otherwise

provided for under Section 6.4. If 1.627% of an employee's payroll exceeds one thousand eight hundred sixty-eight dollars and sixty-five cents (\$1868.65), the base salary of the employee, as provided in Section 50 of this Agreement, will be reduced by the amount necessary to make up the shortfall and achieve a total of 1.627% of payroll. The terms of subsection D.5 below shall govern the retention of Money Purchase Pension Plan contributions and the reduction of base salary as provided for herein.

4. 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, Association and employees shall comply with the PERS procedures in effect from time to time.

C. Maximum District Contributions For Health Insurance

Beginning on 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 5.4B 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 or as set forth in 5.4B2 above, in addition to amounts to be deducted in accordance with subsection B above.

D. Retiree Insurance Funding

1. Beginning July 1, 2007, the District shall contribute into its Retiree Health Benefit Trust ("RHBT") amounts that, at minimum, reflect an eight (8) year "ramp up" to District payment of the full Government Accounting Standards Board ("GASB") compliant Annual Required Contribution ("ARC") beginning July 1, 2013 using an open group valuation method with a closed thirty (30) year amortization schedule for unfunded liability ending June 30, 2034. Except as provided in paragraph 3 below, each pay period the District shall contribute to the RHBT an

amount equal to the below-listed percentages of straight time bargaining unit base pay paid to bargaining unit members in that pay period into the RHBT. (For example, if base pay in the pay period in FY 07 is one million dollars [\$1,000,000], the District will contribute \$34,900 into the RHBT for that pay period).

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

2. In addition, on or before June 30, 2009 the District shall, at minimum, contribute into the RHBT an amount equal to three and twenty-two one-hundredths percent (3.22%) of straight time bargaining unit base pay paid in FY 06 and three and thirty-six one-hundredths percent (3.36%) of straight time bargaining unit base pay paid in FY '07. These figures represent the "ramp up" percentages for those fiscal years.
3. The District shall perform an actuarial study of the retiree medical insurance plan liabilities and funding needs (including the Annual Required Contribution – "ARC") after the end of each calendar year but before the beginning of the next fiscal year for which the results provide guidance. For each fiscal year beginning with FY 2007, the actuaries shall adjust the above "ramp up" percentages for the fiscal year for which the study was prepared and for each remaining fiscal year in the "ramp up" period. The last such adjustment will be in the study performed prior to July 1, 2013 for FY 2013. The revised percentages shall be the percentages contributed by the District to the RHBT for those years, except that the District shall pay no less than the percentages specified in subsections 1 and 2 above.
4. Beginning July 1, 2013, the District shall, at minimum, contribute to the RHBT each pay period an amount equal to the full GASB compliant Annual Required Contribution (ARC) percentage of straight time base pay paid to bargaining unit members during that pay period using an open group valuation method with a closed thirty (30) year amortization schedule for unfunded liability ending June 30, 2034. (For example, if the base pay during the pay period is one million dollars [\$1,000,000] and the ARC percentage is fourteen percent [14%], the District will contribute one hundred forty thousand dollars [\$140,000] to the RHBT for that pay period.)

5. Effective July 1, 2013, the District shall retain the contributions referred to in subsections B.2 and B.3 above and implement the base salary reductions provided for in B.3 above, to the extent necessary to compensate the District for paying the difference between the actual ARC and the baseline ARC described below. The District shall retain this amount through June 30, 2034. In any year in which the actual ARC does not exceed the baseline ARC by an amount equal to the amount of the retained MPPP contributions and salary reductions provided for in B.2 and B.3, the District shall make appropriate adjustments to the base salaries of sworn personnel first and then appropriate contributions to the MPPP's of sworn and non-sworn personnel, but only to the extent that the amount the actual ARC exceeds the baseline ARC is less than the dollar value the salary reduction and of the retained MPPP 1.627% of payroll. For sworn personnel, the District shall first adjust base salary up to the amount it was reduced for the period provided in B.3, before reinstatement of any portion of the MPPP contribution retained pursuant to B.3.

EXAMPLE: Assume that the actual ARC is fifteen percent (15%) in the particular year, the baseline ARC is fourteen percent (14%) in the particular year, and that the difference between the two is one million dollars (\$1,000,000). Assume further that the value of the retained 1.627% is one million five hundred thousand dollars (\$1,500,000). The District would then distribute the total excess of five hundred thousand dollars (\$500,000) as adjustments to base salary and MPPP contributions prorated in the same manner as the reductions provided in B.2 and B.3 were determined. For sworn personnel, base salary adjustments will occur before any MPPP adjustments.

The baseline ARC is as follows:

<u>FY Year Beginning</u>	<u>Baseline ARC</u>
7/1/13	11.88%
7/1/14	11.94%
7/1/15	12.00%
7/1/16	12.06%
7/1/17	12.12%
7/1/18	12.18%
7/1/19	12.24%
7/1/20	12.30%
7/1/21	12.36%
7/1/22	12.42%
7/1/23	12.48%
7/1/24	12.54%

7/1/25	12.60%
7/1/26	12.66%
7/1/27	12.72%
7/1/28	12.78%
7/1/29	12.84%
7/1/30	12.90%
7/1/31	12.96%
7/1/32	13.02%
7/1/33	13.08%

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

E. 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 5.4(a) (“5.4a Coverage”).

The District shall make a monthly payment of \$100.00 “in lieu of medical” to each eligible employee who opts out of 5.4a 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 5.4(a) coverage may subsequently enroll in such coverage as permitted under the terms of the plan(s) described in section 5.4(a).

F. Trust Review Committee

1. The District’s three (3) Unions and two (2) Associations 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/Associations with quarterly reports of all RHBT operations, including audited and un-audited 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, and the preliminary and final results of such studies. Such studies shall include ARC projections through at least the year 2035. The District will provide the Unions/Associations with a copy of the final version of such study on or before February 1st each year or as soon thereafter as is practicable.
5. The parties agree that if the BPOA retains a professionally recognized actuarial firm that reviews the Trust documents provided to the Trust Review Committee and the firm hired by the BPOA does not agree with the conclusions reached by the District's actuary, that the details of the conflicting conclusions may be reported to the Trust Review Committee and the Trustee.

G. Retiree Health Benefits Trust

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

1. Trust assets shall be held for the sole and exclusive purpose of providing health benefits to eligible BART retirees and to defray the reasonable expenses of administering the RHBT.
2. The only District benefit plans for which payments may be made from the RHBT shall be those retiree health benefit plans offered to eligible District retirees as a result of its collective bargaining agreements, or District policy which extends such plans to non-represented employees. In addition, for District personnel on

a District plan that is no longer generally offered to District employees, payments may be made from the RHBT. However, the District shall ensure sufficient separate funding and the Trustee shall separately account for benefits paid for such personnel.

3. The District may terminate the trust, subject to its duty to bargain in good faith to agreement or impasse over such termination with the Association. If the District gives the Association 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.

Each eligible retiree pays the same premium co-payment as active employees.

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

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 contractual obligation to provide health benefits coverage to retired employees shall terminate upon the expiration of this Agreement. By providing benefits to retirees, the parties do not intend to vest retirees with such benefits.

*** Minute Clarification**

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

5.5 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.

Part-time employees (less than forty [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 one time 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 Survivor 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:

- 1) 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;
- 2) 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.

5.6 VISION CARE PLAN *

The District will continue to provide a Vision Care Plan for employees, an employee's eligible Domestic partner (per Board Resolutions 4455 and 4457), and their eligible dependents providing the following:

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

There shall be a ten dollar (\$10) deductible. The District shall pay the full premium for all employees and eligible dependents.

*** Minute Clarification**

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

5.7 GROUP LIFE INSURANCE PLAN

Basic Life Insurance

The District will continue to provide a Basic Group Life Insurance Policy (Basic Group) with accidental death and dismemberment provisions for each employee, 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).

Additional Life Insurance

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.

Coverage reduces thirty-five percent (35%) of the Additional 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.

Voluntary Life Insurance

All employees are eligible to purchase this coverage at their individual option. The plan provides protection in a flat amount 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).

Premiums for this coverage are fully paid by the employee.

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.

5.8 GROUP INSURANCE & DISTRICT SELF-FUNDED PLANS - GENERAL *

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 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.

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.

The District agrees that it will promptly notify the Association of any changes to group insurance policies or self-funded benefit plans which may be mandated by law or required by insurers, or adopted by the District.

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 coverages. In no event will these employees or their dependents be entitled to such combined coverage in excess of their actual expenses.

Dependent Definition

The definition of a dependent for 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 and BART and Health plan eligibility guidelines.
2. The unmarried a) natural born child, b) legally adopted child, c) stepchild, or d) child of the employee or the employee's domestic partner for whom the covered employee or employee's domestic partner became the legal 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 maintenance. This also includes any such child as listed above who is under age 23 (24 under certain health plans), provided they are attending school on a continuous, full time basis (12 units or more), at an accredited academic or vocational institution. 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 age 24 in accordance with certain health plans), 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.

3. 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. Proof of dependency and/or incapacity must be furnished annually during the period specified by BART or as required by the individual health plan.
4. The District and the Association agree that it is not the intent of this provision to eliminate coverage from those currently receiving District paid benefits. To that end any person or group currently receiving District paid benefits shall continue to receive them up to the limits provided above, as long as they qualify.

*** Minute Clarification**

The parties agree that the second paragraph of this Provision means that the District will not make changes to current group insurance policies which adversely affect the level of benefits without agreement of the parties.

This Provision shall not apply to benefits which are provided pursuant to Provision 5.4, PERS-Medical & Prescription Drug Benefits and Provision 5.5, Survivor Benefits. Provision 5.4, PERS-Medical & Prescription Drug Benefits and the PERS rules, regulations and plan documents shall control on all issues concerning medical and prescription drug benefits.

6.0 RETIREMENT BENEFITS

6.1 PENSIONS AND RETIREMENT (SWORN PERSONNEL)

- A. Sworn personnel shall remain "safety members" of the State Public Employees' Retirement System for the three (3%) at Age 50 Safety Retirement Plan, including the Fourth (4th) Level 1959 Survivors Benefits, but not including the one-half (½) survivors continuance and will not be covered by Federal Old Age, Survivors, Disability and Health Insurance Program (Social Security).
- B. The District shall continue to implement the one (1) year "final compensation" feature it has with PERS pursuant to Section 20615.5 of the California Public Employees' Retirement System 1996 Optional Public Agency Contract Provisions

and Amendment Procedures. By doing so, the District will stop paying those contributions during the final compensation period (one year) and instead increase the pay rate of the members by the amount of employer-paid member contributions (EPMC). Except for this change, the District shall continue its present level of participation in PERS for all BPOA members.

6.1A PENSIONS AND RETIREMENT (CIVILIAN – “MISCELLANEOUS” – PERSONNEL)

- A. Non-sworn (Civilian) personnel shall remain "miscellaneous members" of the State Public Employees' Retirement System. During the life of this Agreement, the District agrees to continue its participation in the Public Employees' Retirement System (PERS) for miscellaneous members to include the one (1) year "final compensation" feature. Pursuant to PERS rules and regulations, the District shall amend its contract with PERS to provide the Employer Paid Member Contribution (EPMC), pursuant to Section 20692 of the California Public Employees' Retirement System 2001 Optional Public Agency Contract Provisions and Amendment Procedures, for miscellaneous employees. By doing so the District stops paying those contributions during the final compensation period (one year) and instead increase the pay rate of the members by the amount of employer paid member contributions (EPMC).
- B. Partially, to offset the cost of the 2% at 55 benefit, the District shall retain its contribution of one and six hundred twenty-seven thousandths percent (1.627%) of payroll to the District's Money Purchase Pension Plan on behalf of members in the bargaining unit. The retention of the one and six hundred twenty-seven thousandths percent (1.627%) contribution shall remain in effect to and including June 30, 2012. After that date, the District shall reinstate contribution of this amount to the District's Money Purchase Pension Plan, except as provided in Provision 5.4 of this Agreement.
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6.2 PERS PICK UP

All Bargaining Unit Employees

The District shall continue to pick up the employee's contribution to the Public Employees' Retirement System (PERS).

During the life of this Agreement, earnings may accrue to the District by reason of a reduction of the District's or employee's contribution to PERS. Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the receipt of said pick up by the District or any penalty that may be imposed therefore.

The parties recognize that it may be contended that 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 contribution related to these payments, BART's pick up employee PERS contributions will cease, but an equivalent amount shall be 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 have otherwise incurred by continuation of the PERS Pick Up Program.

Any PERS saving accrued by the District on or after July 1, 1989 remain the property of the District and shall not be shared with employees.

6.3 PENSIONERS' 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. The 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. The 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. The 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. The 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).

The District agrees to discuss any changes proposed by the insurance carriers in insurance plans.

This Provision is subject to Provision 5.8 - "Group Insurance & District Self-Funded Plans."

6.4 MONEY PURCHASE PENSION PLAN

- A1. Except as otherwise provided in Provision 5.4 of this Agreement, for civilian employees, the District will continue to deposit an amount equivalent to six and sixty-five hundredths percent

(6.65%) of the employee's base rate monthly compensation (after deducting the first one hundred thirty-three dollars and thirty-three cents [\$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. The base rate monthly compensation equals one hundred seventy-three and one third (173.33) hours X base straight time hourly rate.

The foregoing language is suspended from FY11 through FY13 during this contract.

The Money Purchase Pension Plan which provides that all members, Sworn and Non-Sworn, of the BART Police Officers' Association will be included in the District's Money Purchase Pension Plan in previously negotiated contracts is suspended for FY11 through FY13. Savings will begin effective FY11.

- A2. Effective July 1992, the District, in addition to the above described deposit, shall distribute the additional one and six hundred twenty-seven thousandths percent (1.627%) payroll contribution 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 reinstate contribution of this amount to the District's Money Purchase Pension Plan, except as provided in Provision 5.4 of the Agreement.

The Foregoing language is suspended from FY11 through FY 13 during this contract.

The Money Purchase Pension Plan which provides that all Non-Sworn members of the BART Police Officers' Association will be included in the District's Money Purchase Pension Plan of the additional one and six hundred twenty-seven thousandths percent (1.627%) payroll contribution to the Public Employees' Retirement System (PERS) in previously negotiated contracts is suspended for FY11 through FY13. Savings will begin effective FY11.

- B. Except as otherwise provided in Provision 5.4 of this Agreement, effective July 1, 1994, the District will begin contributions to the Money Purchase Pension Plan on behalf of all sworn employees. The District will contribute an amount equivalent to six and sixty-five hundredths percent (6.65%) of the employee's base rate monthly compensation (after

deducting the first one hundred thirty-three dollars and thirty-three cents [\$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 (\$1868.65).

- C1. If the District's employer PERS account becomes super-funded 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 Provision 5.4) has an unfunded actuarial liability as determined by the District's actuaries, the District shall, at the commencement of the fiscal year after super-funding status begins, discontinue its payment of the EPMC for members of the bargaining unit from the operating budget and shall, instead, direct an equal amount into the District's Retiree Health Benefit Trust.
- C2. Except as provided above, for the period(s) during which the District's PERS account is superfunded, the District shall make an additional contribution to each civilian employee's Money Purchase Pension Plan account in the amount of 3.5% of gross straight-time wages. This contribution is 50% or one half of the 7% PERS Employee Paid Member Contribution (EPMC). The other 3.5% will be available to the District for discretionary obligations and purposes. The 7% EPMC will be discontinued during the period(s) of superfunding.

To the extent it is within their respective authority, the District and Association will amend the Money Purchase Pension Plan as needed to implement this Provision.

6.5 ADDITIONAL PERS OPTION

Employees may 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.

6.6 FOURTH LEVEL OF 1959 SURVIVOR BENEFITS

The District will amend its PERS contract to provide for the Fourth Level of 1959 Survivor Benefits for Safety Members pursuant to Government Code Section 21574 pursuant to CalPERS requirements.

The covered employees will bear all costs for this benefit. To that end, the employer contribution will be deducted from the Member Surplus in the 1959 Survivor Benefits Account until such time as that account is exhausted. Thereafter, deductions will be made from the paychecks of covered employees to cover the employer cost.

The employee will continue to be responsible for the employee contribution.

6.7 INVESTMENT PLANS COMMITTEE

- A. The parties shall continue to participate in the Investment Plans Committee (hereinafter "IPC") that administers the District's Deferred Compensation and Money Purchase Pension Plan programs, subject to the Joint Agreement that established this administrative arrangement, as that Joint Agreement has been amended from time to time.
 - B. The IPC shall continue to meet at least quarterly or more often on District time as necessary to administer the plans, although no paid time off will be authorized for individual members of the Committee acting independently.
 - C. The District and each of the four (4) participating unions/association shall each designate a committee member and an alternate committee member.
 - D. The IPC shall review, grant or deny requests for withdrawal of funds based on hardship.
 - E. The District and each of the four participating unions/association shall have a vote. A Proposed IPC action will take effect only if it receives four (4) votes.
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7.0 ASSIGNMENTS AND PROGRESSIONS

7.1 SPECIAL ASSIGNMENTS

The Chief of Police retains the authority to make special assignments in any manner deemed advisable for the best interest of the department provided the employee possesses the minimum qualifications for the assignment.

It is clearly understood that the authority of the Chief of Police to assign personnel as set forth immediately above remains unchanged and seniority modifications shall have no effect upon either the language or intent of this Provision. The Chief of Police also retains the authority to create special assignments within the Patrol Bureau for a duration not to exceed one (1) year.

If such assignments will last for the entire duration of the sign-up period they shall be made not less than forty-eight (48) hours prior to the beginning of the semi-annual shift selection process required in Provision 10.2, Shift Selection.

7.2 ASSIGNMENTS AND TRANSFERS

Assignments or transfers shall not be made in an arbitrary or capricious manner, or to show or to carry out favoritism.

Oral boards for special assignments will include at least one member of the BPOA to be chosen by the BPOA president or designee.

7.3 CSO SPECIAL ASSIGNMENTS

The Chief of Police has the discretion to create Community Service Officer (CSO) special assignments within any bureau of the Department. If an assignment is created, the following guidelines will be followed:

1. Management determines the duties, scheduling, operational need, minimum qualifications, selection process, and training;
2. Only non-probationary CSO's, with two (2) years departmental experience are eligible to apply for any CSO special assignment;
3. Applicants shall be required to go through a testing process which may include a written examination and/or an oral examination;
4. After being selected and upon successful completion of on-the-job training, CSO's, while in special assignments, will receive a 5% temporary premium over their pre-existing base-pay rate. Premium pay will not be compounded or pyramided in an overtime situation outside of the employee's special assignment; the employee's regular base rate of pay shall be used for the computation of overtime;
5. CSO special assignments may be granted for up to five (5) years from the date employee completes training in the special assignment functions. At end of the five (5) years, if the Chief of Police determines that positions will continue, the position will be posted to allow other qualified, interested CSO's the ability to apply for the position.

CALL-TAKERS

- A. Applicants must be certified as being able to type a minimum of thirty-five (35) error-free words per minute. Applicants must provide a typing certificate to prove the existence of minimum typing skills as a provision for consideration.
- B. Duties of call-takers are limited to: receiving incoming phone calls; typing inquiries and entries into various law-enforcement automated systems; inputting data on case dispositions into CADS; monitoring alarm and closed-circuit

systems; broadcasting computer-inquiry returns and messages. Only during an emergency, when directed by a Dispatch Supervisor or a Dispatcher when a Supervisor is not available, may a Call-taker broadcast a call over the air

- C. Call-takers will not replace police dispatchers. Call-takers may be the third person, when the minimum staffing level is three and a Call-taker may be the second person between 0200-0600 hours. Officers and CSO's who are designated as dispatch qualified may count towards minimum staffing.
 - D. There will be no more that three (3) Call-taker positions assigned to Dispatch. Only one (1) CSO will be assigned to Dispatch per shift. Shift selections will be based on seniority within the communications section.
 - E. Call-takers may be subject to mandatory overtime within the communication section.
 - F. Management determines the scheduling and training of all Call-takers.
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7.4 SENIOR POLICE OFFICER PROGRESSION

- A. Police Officers with less than one (1) year's prior sworn law enforcement experience who are employed or appointed by the District following the date of this Agreement may progress to the Senior Officer classification following satisfactory completion of the twelve (12) calendar month probationary period and an additional thirty-six (36) calendar month period. Police Officers with more than one (1) year's prior police experience, who are employed or appointed by the District following the date of this Agreement may progress to the Senior Officer classification following satisfactory completion of the twelve (12) calendar month probationary period and an additional twenty-four (24) calendar month period.
 - B. Progression shall be contingent upon merit and completion of the requirements for either step of the classification and formal presentation and approval of necessary certification documents. Merits eligibility shall be determined by a "competent" or better performance rating in all applicable categories and shall be approved or disapproved by the Chief or designee in writing. If requested, a meeting with the Chief of Police or designee will be made available to discuss the denial. A denied applicant may reapply no sooner than six (6) months after denial. Once attained, Senior Police Officer status shall become permanent.
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7.5 SERGEANT APPOINTMENTS

Appointments to the position of Sergeant shall, where practicable, be made from within the unit.

Note: "Where practicable" means that it requires a pool of three (3) or more candidates to permit a reasonable opportunity for Management to select a person fully qualified for the position.

"Police" experience is more restricted than "Peace officer" experience.

8.0 SICK LEAVE AND DISABILITY

8.1 SICK LEAVE *

- A. Covered 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 and five hundred (2500) hours.

Sick leave will be paid when an employee is required to be absent because of:

1. Illness, injury, quarantine or similar exposure to contagious disease.
2. Required attendance upon a seriously ill spouse or child.
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 subsequent confirmation that the appointment was kept is given if requested by Management.
4. An employee whose attendance is required by a doctor upon a seriously ill mother or father, subject to verification, shall be allowed to use sick leave.

All sick leave may be verified by telephone or by personal visit during the affected employee's scheduled hours of duty provided:

The employee's supervisor or next higher in command shall "only" contact the employee at home for verification purposes when he/she calls in sick, where there is an identifiable pattern of abuse or suspected pattern of abuse of sick leave.

If, after several attempts, an employee cannot be contacted at the address/telephone number provided at the time the employee reported the illness, the supervisor will request a memo from the employee explaining his whereabouts on the day and time in question. In addition to said memo, a supervisor may request medical verification of the illness. In either case, the affected employee must respond within seven (7) calendar days and the absence shall remain denied until acceptable verification has been received.

Employees whose record of absenteeism gives evidence of being excessive or shows a pattern shall be subject to having future absences verified by acceptable medical documentation. Such medical verification may be required from the employee for a specified period of time, as determined by the employee's supervisor.

Inability of the District to obtain such verification shall result in the affected employee not receiving sick leave payment for any such work shift during which verification is unavailable. Within forty-eight (48) hours of the employee's return to work, the District shall notify the affected employee of the withholding of sick leave benefits. In any instance where the District is unable to verify per above paragraph and consequently proposed to deny sick leave benefits, parties agree written evidence of an employee's having received professional health services at the time during which District was unable to verify per above paragraph shall constitute such verification. It is further agreed such written proof of professional health service having been received shall be submitted within seven (7) calendar days of employee's return to work.

B. Incentives For Sick Leave Accrued And Unused On Or After October 19, 2009:

To encourage employees to maintain maximum attendance and 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, 2009 sick leave to PERS credit eligible sick leave pursuant to Paragraph C 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 paragraph B(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.

Option Period	Accrual Period
9/1/09 – 9/15/09	9/21/09 – 9/19/10
9/1/10 – 9/15/10	9/20/10 – 9/18/11
9/1/11 – 9/15/11	9/19/11 – 9/16/12
9/1/12 – 9/15/12	9/17/12 – 9/15/13

b. Buy-Back/MPPP Deposit Amounts:

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

c. **Impact Of Buy-Back/MPPP Election:**

Employees may select only one option ("bank" or "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 MPPP is not made shall be carried over the next year, subject to the maximum accumulation limit, and will no longer be available for any future annual buy-back/MPPP incentive election.

If an employee's absence which qualifies for paid sick leave also qualifies as statutory family and medical leave (i.e., FMLA/CFRA), the employee may elect to preserve eligibility for participation in the annual buy-back or transfer into the MPPP of eligible accruals, if elected during the election period, by requesting to substitute vacation, floating holidays (for increments of a full day only), or compensatory leave pay, or, if he/she has no accrued vacation, floating holidays, or compensatory leave, requesting to take the leave unpaid. The request must be made before receipt of sick pay.

C. **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 B(1) above. This election shall be irrevocable, and will include all of the employee's unused sick leave, including banked sick leave pursuant to D(1), and/or unbanked sick leave pursuant to D(3) below. 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 C 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.

D. 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 C 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 D, including subsections (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 8.1B(2) 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 C above. It includes sick leave for which a banking election was made during the 2008 or earlier option 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 8.1B(2), 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 B(1) 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 illness/injury and exhaust their existing sick leave that is available, may utilize sick leave that has been banked under prior Section 8.1B(2) 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 F (“Sick Leave Payment”) below.

2. Sick Leave Buy-Back (Under Previously Exercised Option)

Employees who exercised the option during the September 2008 option period specified in Labor Agreement Section 8.1B(3) 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 8.1B 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 C above; or (4) used pursuant to A and E, shall be available for use as a Retirement Buy-Back incentive. Employees leaving District service on a service retirement shall be paid fifty percent (50%) of this accrued sick leave balance upon the effective date of service retirement. This accrued sick leave shall not be included in the calculation of unused sick leave pursuant to paragraph B above or Government Code Section 20965.

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

*** Minute Clarification**

The parties agree that the District may assign employees who are unable to perform the full scope of their current job to temporary modified work consistent with the

employee's functional limitations when and where, in the judgment of the District, such work is available and where it may be accommodated without adverse consequences to the department or disruption in services or operations.

Temporary modified work will be considered on a case-by-case basis. Temporary modified work may involve modification of an employee's own job or assignment to work outside of an employee's current position. The Employee Services Division of the Human Resources Department, in consultation with the Police Department, will determine eligibility for participation in the Temporary Modified Assignment Program and will coordinate temporary work positions/assignments. Temporary Modified Assignments shall be for ninety (90) days. However, the District may, within its sole discretion, by and through the Chief of Police, in conjunction with the Employee Services Division in Human Resources, review the Temporary Modified Assignment (TMA) after the 90-day period has expired to determine whether there are other eligible employees who can assume the TMA. If there are no eligible employees, the TMA may be extended on a week-to-week basis, not to exceed an additional ninety (90) days.

When possible, the District will attempt to give the employee relinquishing the TMA a four (4) working day notice.

It shall be the duty of every employee to cooperate fully and promptly with the Coordinators. Notification of changes in medication, medical condition 2005-2009 BPOA 64 and restriction/limitations shall be promptly communicated to the Benefits Department along with supportive documentation, acceptable to the District. In administering the Temporary Modified Assignment Program, BART may communicate directly with the employee's physician(s) regarding the employee's medical limitations, functional restrictions, job requirements in the employee's regular assignment, job requirements in any modified duty assignment under consideration, and return to work status. Such communication will be done with the employee's written authorization when required by law.

Employees participating in the Temporary Modified Assignment Program shall retain all contractual benefits not inconsistent with the objectives of the Program. If an assignment is identified which, in the judgment of the District, is within the employee's medical limitations and restrictions, the employee shall return to work. The District may change regular days off (RDO) and work hours while an employee is in the Temporary Modified Assignment Program.

However, except for Officers receiving 4850 benefits, employees shall have the option to decline any initial or subsequent assignment which is a change from the employee's last regular bidded shift, RDO or location. If the employee declines the temporary modified assignment, the District and the employee shall meet to determine if an alternate assignment is available subject to the employee's rights as set forth above.

For the purposes of this Program, assignment to LMA shall not be considered a change in location.

8.2 SICK LEAVE ADVANCE

Upon employment, all civilian employees shall be provided an advance on their first year sick leave entitlement. Such twelve (12) day advance shall be allowed in the first year of employment only and may only be utilized in conjunction with on-the-job injury provisions of this Agreement. Advanced credits must be earned during the year and shall not be in addition to normal credits earned at the rate of one (1) day for each month of employment.

8.3 INDUSTRIAL INJURIES

A. All Civilian Personnel

An employee suffering industrial injury or illness will be entitled to receive for each separate injury or illness up to five (5) days industrial accident leave before normal sick leave credits are utilized. Both industrial and accident leave and sick leave payments will be coordinated with Workers' Compensation payments to maintain the employee's basic straight time earnings.

B. Sworn Officers Only

Sworn Police Officers of the BART Police Officers' Association, who become disabled by illness or injury, arising out of and in the course of their duties, will be accorded the benefits of city Police Officers or other law enforcement personnel pursuant to Sections 3212.5, 3212.6 and 4850 of the California Labor Code.

Both industrial accident leave and sick leave payments will be coordinated with Workers' Compensation payments to maintain the employee's basic straight time earnings. Vacation and sick leave shall continue to accrue during the period of industrial absence or for one (1) year, whichever is shorter. Upon return to work sick leave credits utilized during such absence shall be restored.

C. Revenue Protection Guards

Revenue Protection Guards are entitled to 4850 Industrial Injury Leave for injuries incurred in the line of duty arising from a robbery or attempted robbery or when instructed by a Sworn Officer on District property to aid in apprehending, subduing or arresting a suspect.

D. Community Service Officers

While on duty, if a Community Service Officer (CSO) is injured on District Property while providing immediate emergency assistance to a Sworn Officer who is engaged in a violent circumstance and/or is the victim of a violent attack and who summons for assistance and/or is in need of assistance and cannot summon for assistance, the BPD will pay the difference between the CSO's Workers' Compensation Benefit and CSO's basic straight time earnings for thirty (30) days after the first five (5) days of benefit that is provided under the District's Workers' Compensation policy. During this thirty (30) day period, the CSO is subject to any and all of the provisions of the District's Workers' Compensation Policy. Nothing in this paragraph is meant to alter the terms and conditions set forth in said policy and the CSO's responsibility thereto. After the thirty (30) day period has expired, the provisions set forth in paragraph "A" of this Provision, shall be implemented for the remainder of the CSO's Workers' Compensation absence from the District, if such absence extends past the thirty (30) day period.

E. Temporary Modified Duty

Temporary Modified Assignments shall be for ninety (90) days. However, the District may, within its sole discretion, by and through the Chief of Police, in conjunction with the Employee Services Division in Human Resources, review the Temporary Modified Assignment (TMA) after the 90-day period has expired to determine whether there are other eligible employees who can assume the TMA. If there are no eligible employees, the TMA may be extended on a week-to-week basis, not to exceed an additional ninety (90) days. When possible, the District will attempt to give the employee relinquishing the TMA a four (4) working day notice.

9.0 HEALTH AND SAFETY
9.1 HEALTH AND REST FACILITIES

Present health and rest facilities for use by employees shall continue to be maintained.

9.1A HEALTH AND REST FACILITIES/WATER COOLERS

The Police Department will endeavor to provide bottled water, water coolers, or water service at all BART Police direct report locations.

9.2 PRESCRIPTION SAFETY GLASSES/EQUIPMENT REIMBURSEMENT

- A. Those employees who presently wear prescription glasses will be furnished prescription safety glasses by the District
- B. Those employees who presently wear prescription glasses will be required to take an eye examination and utilize whatever medical coverage they have which includes eye examinations. If the employee's medical coverage does not include eye examinations, the District will provide; however, this does not include "first time" eye examinations.
- C. Safety prescription glasses provided under this program shall not be altered without prior District approval.
- D. The District will pay for glasses and employees may select whatever style he/she wishes provided the glasses comply with prescription safety glasses specifications (American National Standards, Z87 1-1989) and do not exceed the District's safety glasses plan coverage costs. Only District authorized optical vendors shall be patronized. The District will provide an updated price list and vendor location list to the Association as soon as it is made available to the District.
- E. Prescription safety glasses furnished under this Provision will become the property of the employee and a condition of employment is the requirement to wear them while on the job.
- F. The District will pay for the replacement cost of damaged or destroyed prescription glasses or for the repair of damaged glasses providing District authorized vendors are patronized.
- G. **Firearms And Other Equipment**

The District shall replace or reimburse an employee at fair market value for personal equipment that is damaged or stolen in direct consequence with the performance of an employee's duties. In order to be reimbursed, an employee must obtain and submit to the District cost estimate(s) for replacement from District approved vendors. If more than one estimate is required, reimbursement shall be for the lowest estimate. If the value of such item is \$100 or less, only a receipt will be required for reimbursement at fair market value.

In the event any covered equipment is stolen, the affected employee must file a police report.

Replacement/reimbursement will be made in accordance with section 2802, subsections (a) and (b) of the California Labor Code.

9.3 FIRST AID

Prompt ambulance service and first aid to injured employees shall be provided on all shifts.

9.4 MEDICAL EXAMINATIONS

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, missed examinations or appointments without valid or justifiable reason which shall be paid by the employee, provided the employee is given one week notice of the appointment.

Medical examinations or follow-up medical appointments for job-related illness or injury may be scheduled during non-work hours if no appointments are available during employees regularly scheduled work hours. Medical exams or follow-up medical appointments for job-related illness or injury scheduled during work hours will be at the beginning or end of the employee's shift, so as to minimize time lost from work whenever possible.

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 advanced notice is given to the District.

Job Related Illness/Injury

Any disputes regarding an employee's industrial medical status and/or appropriate compensation shall be handled in accordance with the State of California Laws including the applicable Worker's Compensation Laws and Labor Code.

Non-Job-Related Illness/Injury

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.

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.

In either case, should the findings of the two doctors be inconsistent, a third doctor shall be mutually selected by the following procedure:

The District and the Association shall mutually agree upon an odd-numbered panel of doctors for such purpose. 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. The District and the Association shall select a third doctor from this panel within five (5) working days of the date the dispute is established. The conclusions of the third doctor shall be final and binding upon the parties, and the fee shall be shared fifty-fifty (50-50) by both parties.

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. 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.

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.

The District may require bargaining unit employees to undergo a physical examination in accordance with the provisions of Human Resources Guideline #09, Medical Examination.

9.5 HEALTH/SAFETY PHYSICAL EXAMINATION

The District agrees to provide without cost to the employees physical examinations and other appropriate tests including audiometric testing on an annual basis for those employees whose work environment can be detrimental to his/her health or the safety of patrons.

9.6 DIRECT REPORT FACILITIES

All direct reporting locations shall be equipped with the following: desk, file cabinet(s), computers, telephone, fax, separate employee lockers and a full length mirror.

All permanent Zone Headquarter facilities will have network computer access and, where practicable, all other direct report locations. All other direct reporting locations shall be equipped with adequate heat and ventilation, separate dressing accommodations, water and where practicable restrooms with showers.

All recognized patrol beats without network access on that beat will be provided a District maintained laptop.

9.7 JOINT UNION/MANAGEMENT SAFETY COMMITTEE *

A member of the BART Police Officers' Association selected by the Association will be invited to participate on the Joint Union/Management Safety Committee.

The Committee shall meet on a monthly basis. The purpose of these meetings is to recommend safety regulations, guidelines, training programs and necessary corrective action concerning conditions associated with the work environment.

The BPOA representative of the Joint Union/Management Safety Committee shall investigate and inspect on a periodic basis, employee safety and health complaints which have not been corrected by the responsible supervisor. Such investigation and inspection shall be made in conjunction with the Safety Engineer appointed as Management's representative to the Joint Union/Management Safety Committee.

The finding of this investigative team shall be presented to the Joint Union/Management Safety Committee for appropriate action.

The District shall provide a secretary to record and prepare the minutes of each monthly Joint Union/Management Safety Committee meeting.

*** Minute Clarification**

Both parties agree that guests and advisors shall be permitted to participate in Committee functions upon advance notice. Said guests/advisors shall not be a voting part of the Committee.

9.8 PHYSICAL FITNESS PROGRAM

Employees participating in the District's Physical Fitness Program will receive up to fifty (50) dollars per month reimbursement when using a District approved Health Facility.

Employees will also be encouraged to use professional coaches and coordinators available within the approved facilities and programs (e.g.: weight loss, gym, smoking cessation, etc.).

Reimbursement will be on a quarterly basis throughout the year. A paid bill may substitute for proof of attendance. Participation in the physical fitness program is voluntary.

10.0 WORKDAY AND WORKWEEK

10.1 5-8 WORKDAY AND WORKWEEK *

The District's established workweek shall begin at 0001 hours on Monday and end at 2400 hours on Sunday. An employee's first RDO's will be the first day off an employee has in the workweek.

A workweek, which has been assigned to an employee will be that employee's scheduled workweek. The five (5) workdays in that workweek 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 if such days are part of the scheduled workweek.

An employee shall be assigned a workweek which shall consist of five (5) consecutive shifts of eight (8) consecutive hours of work within a seven (7) day period and two (2) consecutive days off (forty-eight [48] hours). An employee's workweek starts at the beginning of the shift of the first scheduled day following two (2) consecutive days off from his/her assigned workweek.

A workday shall consist of eight (8) consecutive hours of work with a scheduled starting time. Paid rest and lunch breaks provided herein shall be considered as hours worked.

Clerical employees and Administrative Assistants may request their choice of either:

1. A forty-five (45) minute unpaid meal period, or
2. A thirty (30) minute paid meal period.

Management shall grant said request unless section scheduling cannot allow. During the months of January and July of each year, clerical employees shall be given an opportunity to select one of the above options. The option chosen shall be subject to section scheduling by Management. In such cases within a section where paid meal periods are not possible on a regular basis, such periods may be scheduled on a voluntary rotation basis. Once an option has been approved, no further changes shall be made until the next "option selection month."

The thirty (30) minute paid meal period within a continuous eight (8) hour shift shall be granted at mid-shift to any clerical employee and/or Administrative Assistant, provided the employee remains at his/her work location, and receives and process messages.

Subject to Provisions 7.2, 10.2, 10.3 and 10.6 of this Agreement governing choice of shifts, notice of changes in shift assignment shall be given as far in advance as practicable.

The designation of an employee's assigned shift shall be determined in accordance with Shift Differential.

There can be a maximum of three (3) shifts within a calendar day. Graveyard shift, Day shift and Swing shift.

- A. Graveyard shift shall be defined as the first (1st) shift of a calendar day.
- B. Day shift shall be defined as the second (2nd) shift of a calendar day.
- C. Swing shift shall be defined as the third (3rd) shift of a calendar day.

*** Minute Clarification**

The parties agree that the language in the second Paragraph of Part 2 above allows an employee on a thirty (30) minute paid lunch break to leave the immediate work site during the lunch period. However, the employee must remain in the immediate vicinity of the work site and notify the employee's supervisor of the employee's location so as to be readily available for recall if needed for work during the lunch period.

10.2 SHIFT SELECTION

Sign-ups in Patrol Bureau shall be conducted on a semi-annual basis. Sign-ups shall take effect in January and July of each year. Employees shall sign into the posted positions by order of their respective seniority. Sign-up lists shall be posted for a two (2) week period. In the event that an employee is not present for shift selection sign-ups within any of the below listed provisions, the following procedure will be followed:

When an employee is not present for duty during the shift selection, due to injury or illness, the employee may be allowed to select a position as if he/she were present for duty provided that the employee presents a doctor's verification indicating that the employee will be released for full duty on or before thirty (30) days after the implementation of the shift selection.

An employee that has returned to work more than thirty (30) days after the implementation of the shift selection will be allowed to select either A or B platoons. The direct report location, team and RDO's will be at the discretion of the Bureau Commander.

Sign up lists shall provide for the following:

A. Patrol Officer Sign-Up

Ten percent (10%) of the non-probationary officer positions will be posted as "floating positions." Officers who bid into floating assignments shall remain a floater during the entire shift sign up. Officers signing into these positions shall then be assigned, and can be reassigned by the Chief of Police to any of the shift positions based upon the needs of the department. If staffing requirements necessitate that two or more employees be reassigned at the same time, the affected employees will be polled in seniority order in determining such assignments. Newly hired officers, until satisfactory completion of probation, shall be considered as filling additional "floating positions" over and above the agreed upon number and shall also be subject to varying assignments. If a bid position within the Patrol Bureau is vacated, (e.g., resignation, promotion, etc.) the vacancy shall be filled via a supplemental sign-up unless there is one month or less remaining in the sign-up period.

No trades will be permitted during the first thirty (30) days of the sign-up. After thirty (30) days, trades may be permitted as long as both employees can fulfill the completions of the sign-up at the time of the trade (i.e.: no trades where an Officer has been officially notified that they were selected for a special assignment/promotion, etc.). All trades must be pre-approved by Command Staff. Any position that becomes available due to special assignment, promotion or injury will be resolved with a supplemental sign-up, unless the special assignment/promotion/injury occurs within two (2) months of the end of the sign-up period.

Probationary employees are not eligible to select a shift and shall be assigned a designated TBA (to be assigned) position. However, once an employee's probation ends, the employee shall not be required to move from the employee's assigned positions for the duration of the sign-up. This position becomes eligible for trades subject to the guidelines set forth in this provision.

B. Clerical Sign-Ups

Clerical positions assigned to more than one (1) shift shall be identified by functional classification and posted for seniority sign-up.

Probationary employees are not eligible to select a shift and shall be assigned a designated TBA (to be assigned) position. However, once a clerk's probation ends, the clerk shall not be required to move from the clerk's assigned position for the duration of the sign-up. If a clerical position becomes vacant in the following circumstances: a clerical employee retires or leaves the employ of the BPD, management adds a new clerical position, or if management re-assigns

days off to the existing clerical employees, cross-training shall begin with the clerical employee who has the highest years of service in a functional clerical classification. The length of the cross-training shall not exceed three (3) weeks. Upon completion of the cross-training in each job area (job title, i.e. Payroll Clerk, Evidence Clerk) the clerical employee shall take a proficiency test to determine the clerical employee's ability to perform the job functions. Said test shall require proficiency at the level of 75% or higher to pass and the test shall be administered on a pass-fail basis. All clerical employees that pass the test shall be placed on an eligibility list. When a position becomes vacant due to a circumstance described above, the clerical employee on the eligibility list with the highest years of service in the functional classification will be placed in the vacant position. An employee may forego the opportunity to be placed in a vacant position without forfeiting the ability to be placed in the next vacant position for which the employee may be qualified. The eligibility list will remain in effect for twelve (12) months from the creation of the vacancy. Thereafter, the clerical employee must repeat the cross-training process.

C. Civilian Positions Sign-Ups

Civilian positions assigned to more than one (1) shift shall be identified by functional classification and posted for seniority sign-up.

Probationary employees are not eligible to select a shift and shall be assigned a designated TBA (to be assigned) position. However, once a civilian's probation ends, he/she shall not be required to move from his/her assigned position for the duration of the sign-up.

D. Dispatcher Sign-Ups

For dispatcher, sign-ups shall be conducted on a six (6) month basis for two (2) consecutive three (3) month sign-ups. Employees shall sign into the posted positions by order of their respective seniority. Two (2) positions will be classified as "floating positions" and those positions may be reassigned during the three (3) month period to varying shifts, platoons and/or assignments based upon the needs of the department as determined by the Chief of Police or designee.

E. Revenue Protection Sign-Ups

For Revenue Protection Guards, sign-ups for RDO's and shifts shall be conducted on a six (6) month basis. Sign-ups shall take effect in January and July of each year. Employees shall sign into the posted positions on the basis of their respective seniority. Three (3) positions will be classified as "floating positions," and these positions may be reassigned during the six (6) month period to varying shifts, platoons, and/or assignments based on the needs of the department as

determined by the Chief of Police. In the event Cash Facility operations change, necessitating alterations in shift and/or RDO's assignments, the District may conduct additional sign-up(s) which shall not be considered as one (or more) of the regular semi-annual sign-ups as set forth in this provision.

F. Community Service Officers

For Community Service Officers (CSO's), sign-ups for RDO's, shifts and reporting locations shall be conducted on a six (6) month basis. Sign-ups shall take effect in January and July of each year. Employees shall sign into the posted positions on the basis of their respective classification seniority. Fifteen (15) percent of the non-probationary CSO staff at the time of the sign-up will be designated as floating positions. These floating positions may be reassigned during the six (6) month period to varying shifts, platoons, and/or assignments based on the needs of the department as determined by the Chief of Police.

- G. Any employee not available for duty during the shift selection shall not be allowed to exchange shifts prior to his/her return to duty.

10.3 SHIFT EXCHANGE AND REPRESENTATION

Exchange is defined as one whole work week.

Representation is defined as any part of a single work shift.

Employees may be permitted to exchange or represent shifts provided that:

- A. No additional compensation, shift premiums or other cost to the District results from such assignment.
- B. Exchanging employees are fully qualified to perform the required tasks of both assignments.
- C. Written requests for shift representation must be submitted on a prescribed BPD form and approved by the represented employees' immediate supervisor.
- D. No exchange shall result in either employee working in excess of twenty (20) consecutive hours.
- E. Exchanges cannot be for more than two (2) weeks at any given time, there must be a one week break before another exchange can occur.
- F. All Exchanges must be approved by the affected Zone Commanders.

- G. The District does not condone any exchange of money or items of value between employees that represent one another or exchange shifts.
-

10.4 LUNCH BREAKS *

Whenever possible, the District will provide a one-half (½) hour lunch break and two (2) fifteen (15) minute rest breaks for Dispatchers and Revenue Protection Guards. Revenue Protection Guards and Dispatchers who miss rest and lunch breaks by assignment shall be paid at double time and one-half (2½) rate.

*** Minute Clarification**

The parties agree that a Dispatcher on a thirty (30) minute paid lunch break may leave the immediate work site during the lunch period. However, the employee must remain in the immediate vicinity of the work site and notify his/her supervisor of his/her location so as to be readily available for recall if needed for work during the lunch period.

10.5 4-10 WORKDAY AND WORKWEEK

The District's established workweek shall begin at 0001 hours on Monday and end at 2400 hours on Sunday. The first RDO's will be the first day off an employee has in the workweek.

The District may establish an alternate workweek in selected areas to be identified consisting of four (4) days per week and ten (10) hours per day (4-10 Plan). Employees working under this Plan shall be governed by the following conditions:

- A. Vacation and Sick Leave shall be accrued and used based upon a "ten (10) hour workday" and not an "eight (8) hour workday."
- B. 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."
- C. 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.

- D. The staffing of shifts and the weekly distribution of the work force shall be determined by Management.
- E. The provisions of this Provision shall prevail whenever they conflict with other provisions of this Agreement for employees working under this Plan.
- F. No employee work unit not currently working on the 4-10 Plan as of the effective date of this Agreement shall be required to work the 4-10 Plan without the concurrence of the parties.
- G. The Dispatchers shall have a minimum of fifty (50) percent of the Dispatch staff working a 4-10 work schedule if the following minimum staffing levels are met at the time of shift sign-up: Two (2) Dispatchers are working day shift, three (3) are working swing shift and one (1) is working graveyard shift. If the number of Dispatchers falls below the minimum staffing stated above, the guaranteed fifty (50) percent 4-10 workweek does not apply and a rebid will occur if there is more than six (6) weeks remaining in the sign-up.
- H. As long as the staffing level of active sworn officers assigned to uniformed patrol remains at sixty (60) or more, the District shall maintain seventy-five (75) percent of the uniformed patrol officers work shifts on the 4-10 Plan. However, should the minimum staffing specified above not be met, there is no requirement for the District to maintain the seventy-five (75) percent 4-10 Plan ratio.
- I. The District shall implement a clerical schedule with a minimum of fifty percent (50%) of the clerical staff on a 4-10 workweek. The District shall maintain at least (50%) of the clerical staff on a 4-10 workweek unless it is otherwise operationally impracticable to do so. Should staffing drop below fifty percent (50%) of the budgeted positions, management is under no obligation to maintain the 4-10 workweek. If management does not maintain the 4-10 workweek, it may place employees on either a 5-8 or 9-80 schedule.
- J. The District shall, by January 2006 sign-up, implement a schedule that provides for a minimum of five (5) CSO's on a 4-10 workweek. Zones 1, 3, and 4 will have a minimum of one (1) CSO on a 4-10 schedule. Zone 2 will have a minimum of two (2) CSO's on a 4-10 schedule with one (1) on the C-line and one (1) on the R-line.

The District shall, by the January 2007 sign-up, implement a schedule that provides for a minimum of twenty-five percent (25%) of allotted CSO patrol positions on a 4-10 schedule.

Unless assigned with a CSO trainer, probationary CSO's will not be eligible to work a 4-10 schedule. Every effort will be made to post 4-10 positions as non-floater.

10.6 NOTICE PERIODS

The District shall provide as much notice as is reasonably possible of changes in shifts, days off, or standby assignments. If the notice is less than three (3) days, the slots the employee would have filled shall instead be filled by other employees, including the process of voluntary or mandatory overtime.

It is understood that emergency situations may make it impossible for Management to give other than extremely short notice, and that persons in floating positions are reasonably entitled to less notice than a non-floater.

District shall use reasonable efforts to give the maximum amount of notice to an employee in a call back situation.

10.7 SHIFT DIFFERENTIAL

Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 p.m. and 12 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.

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 (9½%) will be paid for all hours worked during the shift at the existing straight time rate of pay.

10.8 9-80 WORK SCHEDULE

The District's established workweek shall begin at 0001 hours on Monday and end at 2400 hours on Sunday. The employee's first RDO's will be the first day off an employee has in the workweek.

The District may establish a 9-80 Schedule for its Clerical Staff. Such schedule shall consist of two workweeks as follows:

One week of four (4) nine (9) hour workdays and one (1) eight (8) hour workday;

Another week of four (4) nine (9) hour workdays, and three (3) days off, two of which shall be consecutive.

Employees working under this plan shall be governed by the following conditions:

- A. Vacation and Sick Leave shall be accrued based upon an eight (8) hour workday. Vacation and Sick Leave will be charged on an hour-for-hour basis, i.e., if the

employee takes vacation on a scheduled nine-hour workday, a total of nine (9) hours of vacation or compensatory time will be charged as applicable and available. If an employee takes sick leave on a scheduled nine-hour workday, a total of nine (9) hours of sick leave will be charged. If no vacation, compensatory time, or sick leave as detailed above is available, the time off will be without pay.

- B. If a holiday falls on a 9/80 employee's normal 9-hour workday, the holiday shall be paid at a 9-hour rate of pay. Holidays falling on an employee's RDO's or 8-hour day shall be paid at an 8-hour rate of pay.

The staffing of shifts and the weekly distribution of the workforce shall be determined by Management.

**11.1A PAY PROCEDURE
LUMP SUMS (NON-SWORN)**

A. Fiscal Year 2010 (First Year)

Effective August 1, 2009, and continuing until June 30, 2010, the base salary for bargaining unit members shall remain the same as the FY 2008-2009 base rate of pay. In other words, the FY 2009-2010 base rate of pay shall not be increased over the 2008-2009 rate of pay.

B. Fiscal Year 2011 (Second Year)

Effective July 1, 2010, and continuing until June 30, 2011, the base salary for bargaining unit members shall remain the same as the 2008-2009 base rate of pay. In other words, the 2010-2011 base rate of pay shall not be increased over the 2008-2009 rate of pay.

No later than July 1, 2010, the District shall pay only Non-Sworn bargaining unit members in active paid status on June 1, 2010, a one-time lump sum payment of five hundred dollars (\$500). The District shall have no obligation to make a similar payment on any future date.

C. Fiscal Year 2012 (Third Year)

Effective July 1, 2011, and continuing until June 30, 2012, the base salary for bargaining unit members shall remain the same as the 2008-2009 base rate of pay. In other words, the 2011-2012 base rate of pay shall not be increased over the 2008-2009 rate of pay.

No later than July 1, 2011, the District shall pay only Non-Sworn bargaining unit members in active paid status on June 1, 2011, a one-time lump sum payment of

one thousand dollars (\$1,000). The District shall have no obligation to make a similar payment on any future date.

D. Fiscal Year 2013 (Fourth Year)

Effective July 1, 2012, and continuing until June 30, 2013, the base salary for bargaining unit members shall remain the same as the 2008-2009 base rate of pay. In other words, the 2012-2013 base rate of pay shall not be increased over the 2008-2009 rate of pay.

No later than July 1, 2012, the District shall pay only Non-Sworn bargaining unit members in active paid status on June 1, 2012, a one-time lump sum payment of one thousand five hundred dollars (\$1,500). The District shall have no obligation to make a similar payment on any future date.

E. Potential One-Percent Schedule Improvement

If all criteria set forth in F are met and no extraordinary unplanned expenses as set forth in G have occurred, then effective at the end of this Agreement on July 1, 2013, the District shall increase the salary/wage schedule by one percent over the 2008-2009 salary schedule. These calculations shall be made on or before March 31, 2013, and shall be effective on July 1, 2013 (FY14). The calculations for FY13 will be based on the data available on March 13, 2013. All references to FY 13 in subsection F shall include only the period of July 1, 2012 through March 31, 2013. An example calculation illustrating the formula included in Section F is attached as Appendix B.

F. Criteria For Potential Increase To Base Salary/Wage

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

1. Sales Tax Revenue Growth Rates

Determine the percentage increase in sales tax grown over the FY10 for FY11, FY12, and FY13. The average annual increase in sales tax revenue funded and received must equal 5.0% or more to meet this criterion.

2. Ridership Growth Rates

Determine the FY11, FY12, and FY13 percentage increase in average annual ridership growth over the FY10 ridership. The average annual increase in ridership growth for FY11, FY12, and FY13 must equal 4.7% or more growth in order to meet this criterion.

3. Specific Increased Expenses

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

- District's Employer PERS miscellaneous pension contributions increased by an average of more than 9.0% per year over FY11, FY12, and FY13; and
- District contributions toward medical insurance premiums required by Section 5.2B of this Agreement increased by an average of more than 9% annually during FY11, FY12, and FY13.

If the average annual increases listed above in this Subsection F.3 are not exceeded, then the criteria for F3 has been met.

G Extraordinary, Unplanned Expenses

On or before March 31, 2013, the District shall determine whether an extraordinary, unbudgeted, and unanticipated expense exceeding 1.0% of the District's adopted operating budget has occurred during fiscal years FY10, FY11, FY12, and FY13, other than specified above. In the event that such an extraordinary, unbudgeted, and unanticipated expense outside the control of the District has occurred during FY10, FY11, and FY12, the District shall have no obligation to increase the salary/wage schedule by one percent (1.0%) as specified above.

H. All Conditions Must Be Met

The District shall have no obligation to increase the salary/wage schedule by one percent (1.0%) effective on July 1, 2013, or at any time in the future, unless all the conditions set forth in Subsection F are met, and the conditions set forth in Subsection G do not occur.

I One-Time, Non-Precedent Setting Increase/Definition Of Status Quo

The salary increase described in this section is provided on a one-time, non-precedent setting basis that does not constitute a past practice. And, during negotiations for any successor agreement, the salary/wage criteria described in this section shall not define the status quo for salary/wage increase.

11.1B COMPENSATION ***I. Sworn Officers**

During the term of this contract effective July 1, 2009 through July 1, 2013, base rate of pay shall remain the same with no scheduled annual salary increases. (*Except as specified in Section 11.0(E) for potential 1% schedule improvement.)

Longevity Pay Step

On July 1st following the date on which the employee has completed twenty (20) years of District service, the employee shall receive a 2.47% pay increase in exchange for the ongoing forfeiture of three (3) vacation days and four (4) floating holidays per fiscal year.

- A. Police Officer Candidates shall be paid a starting salary of seventy-five percent (75%) of the Step 1 salary range for Police Officer until successful completion of the Police Officer Standards and Training (P.O.S.T.) certified Police Recruit Academy. The Candidate shall thereafter receive eighty-five percent (85%) of the Step 1 salary range until successful completion of the BART Police Department's Field Training Program.
- B. If approved by the Chief in his or her discretion, Sworn officers, with prior sworn officer experience may be paid a starting salary rate of not less than Step 1 of the salary range for Police Officer until successful completion of their probationary period.

Initial appointments of persons with prior police experience (with credit for such experience to be determined by the Chief of Police) may be made at any step through the Senior Police Officer range as determined appropriate by Management subject to successful completion of all probationary requirements. This Provision shall not affect employees hired before the effective date of the 2005-09 agreement.

C. Field Training Officers (FTO's)

FTO's will receive ten (10) hours of compensatory time for every forty (40) hours spent with a recruit in a training and supervisory capacity. Nothing in this Provision will guarantee any Officer a FTO assignment or prospective assignment. Nothing in this Provision prevents Management from removing a FTO from an on-going assignment for cause.

D. Officer-In-Charge

An officer temporarily assigned to act as Officer-In-Charge will receive five percent (5%) above his/her present rate of pay while fulfilling such

assignment. This Provision does not affect the circumstances under which persons are assigned to acting status.

Master Police Officer Program

A Master Police Officer Program shall be established effective January 1, 1996, to encourage experienced officers to increase their professional skills by serving in special, specialized and non-patrol assignments. To qualify for Master Police Officer status, an employee must satisfactorily meet all of the following criteria:

1. Ten (10) full years of experience as a sworn police officer, seven (7) full years of which must be as a Senior Advanced Officer and five (5) full years of which must have been in patrol with the Bay Area Rapid Transit District.
2. Work in and completion of two (2) full calendar year special, specialized or non-patrol assignments, one (1) of which must be a non-patrol assignment. The Officer must remain in the non-patrol assignment for a minimum of three (3) years. Any alteration of this requirement must be approved by the Chief of Police. Each of the following assignments qualify as one (1) assignment credit toward completion of the requirements needed to attain Master Police Officer status:
 1. Background Investigator **
 2. Bicycle Patrol
 3. Canine Handler
 4. Crime Analyst **
 5. Defensive Tactics Instructor
 6. Detective **
 7. Dispatch Qualified Officer
 8. FBI Joint Terrorism Task Force **
 9. Field Training Officer
 10. Firearms Range Officer
 11. First Aid/CPR Instructor
 12. Hostage Negotiator
 13. I.D. Technician *
 14. Juvenile Officer */**
 15. Motorcycle Officer *
 16. Personnel & Training Officer **
 17. Special Enforcement Team (SET) **
 18. Special Investigation Unit */**
 19. Special Problems Unit */**
 20. SWAT Team
 21. Tactical Team
 22. Together Against Graffiti (TAG) Team **
 23. Traffic Officer **

24. Train Team */**

The Chief of Police retains the sole discretion to make assignments consistent with Provision 7.1, Special Assignments. In the event an assignment is terminated by the Chief of Police, an officer who has worked one hundred eighty (180) days or more in a qualifying assignment shall receive credit for completion of the assignment.

The Chief of Police, at his discretion, may add assignments/ categories to the qualifying list.

Receipt of an "Effective" or higher rating in the officer's annual performance evaluations and no active discipline at the time of application for Master Police Officer status. Officers applying for Master Police Officer status who have not received an annual evaluation within the last six (6) months shall receive a written performance evaluation for the purpose of qualification for Master Police Officer status. Officers who are rated less than "Effective" and wish to appeal their disqualification shall have recourse to the Chief of Police for the purpose of qualification for Master Police Officer status only. The written appeal shall contain a brief outline of the facts and reasons giving rise to the appeal.

Achievement of Master Police Officer status shall be contingent upon meeting the requirements as set forth in Paragraphs A, B and C and formal presentation and approval of the necessary documents. Once Master Officer status is attained it becomes permanent. Officers achieving Master Police Officer status shall receive a two percent (2%) increase to their base wage.

* Discontinued Assignments listed for the purpose of initial qualification on January 1, 1996. These assignments shall be considered for future credit toward qualification only at the discretion of the Chief of Police.

** These assignments are considered as non-patrol assignments for Master Officer Status.

Canine Handler Program

1. The District will purchase food products directly and provide the handler with supplies as needed.
2. The District will provide vehicles for duty and training assignments.
3. The District will provide a kennel with slab at the handlers' home. The District will board the canine for up to three weeks during handlers' vacation.

4. The District will be responsible for veterinary bills incurred by the canine and the purchase of equipment deemed necessary by the program coordinator for the effectiveness of the canine team.
5. After three continuous years with the canine, the handler will be given first option to purchase the canine at an agreed price (will not exceed \$100.00).
6. Canine handlers will receive an additional 2 (two) hours overtime each week for the additional time needed to keep and care for the canine.

II. **Civilian**

During the term of this contract effective July 1, 2009 through July 1, 2013, base rate of pay shall remain the same with no scheduled annual salary increases. (*Except as specified in Section 11.0(E) for potential 1% scheduled improvement.)

Longevity Pay Step

On July 1st following the date on which the employee has completed twenty (20) years of District service, the employee shall receive a 2.47% pay increase in exchange for the forfeiture of three (3) vacation days and four (4) floating holidays.

Community Service Officers (CSO's)

CSO's will have a three (3) year pay progression with four (4) steps. The progression will start at eighty-five (85) percent of top step and move to one hundred (100) percent according to the following table:

From date of hire:	Beginning of first year	85% of top step
	Beginning of second year	87.5% of top step
	Beginning of third year	90% of top step
	Beginning of fourth year	100% of top step

Police Dispatcher

Progression to the top step of Dispatcher shall not be automatic, but shall be contingent upon merit performance at a level determined acceptable by Management. After four (4) years of competent or better evaluations at this step, this step shall become permanent.

Revenue Protection Guard Wage Schedule

Effective 7/1/08, Revenue Protection Guards will be paid at a rate equal to 80% of pay steps 1-5 for sworn police officers.

- A. In FY10, FY11, and FY12, Revenue Protection Guards will receive a twenty-eight cent (\$0.28) per hour premium for maintaining a Class A Driver's License only after they have completed, successfully, the training class. The District does not have to offer this training on a regular basis.

- B. In FY13 only, Revenue Protection Guards will receive a forty cent (\$0.40) per hour premium for maintaining a Class A Driver's License only after they have completed, successfully, the training class. This premium expires at the end of FY13. The District does not have to offer this training on a regular basis. Amendment to be made on wage chart pages 99 and 101 to reflect this change.

III. Sworn & Civilian

A. Temporary Instructor

Whenever an employee is assigned to formally instruct another employee, he/she shall receive two (2) hours straight time compensatory time for every eight (8) hours so assigned.

B. Bilingual Pay *

Effective July 1, 2009, the District agrees to pay twenty-five dollars (\$25) per pay period to active employees certified as fluent in a designated foreign language who occupy positions where the frequency of need and the use of the language is a reoccurring benefit to the District and the communities it serves. The Chief of Police retains the sole discretion to designate the languages, classifications and certification processes associated with this Provision.

C. On-Call Status

Any time that Management places an employee in an on-call status, the employee shall receive ten (10) hours of compensatory time for each on-call week worked. Employees in an on-call status cannot volunteer for or sign into overtime while in on-call status.

*** Minute Clarification**

An advisory committee, including at least two (2) BPOA members, will be established for the purpose of making recommendations to the Chief of Police regarding the establishment of the Bilingual Pay Program, i.e., language needs, criteria for fluency and tests.

*** Minute Clarification**

To be included in the appendix Wage Salary Schedule for Sworn Police Officers the following two (2) new pay steps shall be added:

Effective 7/1/07 at the beginning of the 15th year of service as a BART Police Officer a 2.5% pay increase.

Effective 7/1/08 after the completion of the 10th year of service as a BART Police Officer a 2.5% pay increase.

11.2 STANDBY TIME, COURT TIME, AND CALL-BACK TIME *

A. Standby Time

1. Employees assigned to remain on standby duty subject to call-in shall be compensated at one-half ($\frac{1}{2}$) their regular straight time rate of pay for each hour so assigned until such employee is called and released from such standby assignment.
2. Off-duty employees required to appear in court on District business who are directed to standby shall be paid for the verifiable time spent from subpoena time until reporting time or until time of release at one-half ($\frac{1}{2}$) their straight time rate. Release time shall be deemed to be no later than 3:00 p.m. of the same day unless verified to the contrary.

B. Court Time

1. Employees required to appear in court on District business relating directly to Sworn Officer's duties outside of his/her regular shift or workday shall be paid at the applicable rate of pay.
2. A Sworn Officer who is required to appear in court on District business outside of his or her regular shift or workday shall be paid a minimum of one-half ($\frac{1}{2}$) day's pay at the applicable rate of pay, if there is a break in time between the beginning or end of the officer's regular shift and the time spent in court. The break in time does not include time spent traveling from the officer's work location to court.

3. If there is no such break in time between the beginning or end of the officer's regular shift and the time spent in court, such court time shall be considered "early call-in" or "extended shift" and shall be paid at the applicable overtime rate with no minimum pay guarantee.
4. Court time pay as provided in this Provision shall not be granted for attendance at court cases or administrative proceedings on regular days off involving employment prior to BART or under any circumstances for outside BART employment.

C. Call-Back Time

1. Employees called back for unscheduled work, not to include training*, which does not apply to this Provision, outside of their regular shift or workday shall be paid for a minimum of one-half (½) days pay per day at the applicable rate of pay.
2. If such assignment exceeds four (4) hours, six (6) hours compensation shall be paid. If such assignment exceeds six (6) hours, eight (8) hours compensation shall be paid. Compensation for assignments over eight (8) hours shall be limited to the actual hours assigned. This Provision shall be limited to a specific assignment where broken time is involved. In no event shall an employee be eligible for stand by and call back pay for the same hours.
3. In "send home early" situation, the existing practice of giving the employee the option of finishing his/her scheduled shift and receiving overtime pay for the excess hours, or going home early, shall continue.

*** Minute Clarification**

Training is not call-back time under this provision. If any employee is required to attend training outside of the employee's regular shift, that training will be for a four (4) hour session or more than four (4) hours. This does not apply to firearms qualifications, where employees are assigned to the range and leave after having completed the qualification course.

11.3 PAY PROCEDURES *

All employees shall be paid on a bi-weekly payroll cycle. There shall not be more than five (5) days holdback of pay from the end of the pay period for any employee.

The District shall make available an electronic direct deposit system for payroll checks. Such feature shall be available to all employees individually on a voluntary basis.

The District shall continue the present system of itemizing deductions during the life of this Agreement.

All shortages above fifty dollars (\$50) 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 and cause a check to be available at the employee's normal work location within three (3) Accounting working days, exclusive of weekends and holidays, after receipt of written notification. All other shortages shall be added to the next paycheck. In the event overpayment is made in error, it shall be deducted from the employee's first regular paycheck following discovery of such over payment by the District.

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.

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 (PERS) refund forms following an employee's termination.

*** Minute Clarification**

The parties have reached the following understanding with respect to repayment of overpayments made to employees. Where repayment of the entire amount of the overpayment in a lump sum would work a hardship on the affected employee, the Association 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.

11.4 OVERTIME

For employees working a 5-8 schedule, all hours worked in excess of eight (8) hours in the regular workday or forty (40) hours in the regular workweek shall be compensated at time and one-half (1½) the regular base rate for all actual overtime worked. All hours worked on the first (1st) regular day off (RDO) shall be compensated at one and one-half (1½) times the employee's regular base rate. All hours worked on the second (2nd) regular day off (RDO) shall be compensated at two (2) times the employee's regular base rate provided that the employee worked the full assigned shift on his/her first (1st)

regular day off (RDO). In lieu of the above, employees may elect to be compensated by compensatory time off rather than payment.

For employees working 4-10 schedule, all hours worked in excess of ten (10) hours in the regular workday or forty (40) hours in the regular workweek shall be compensated at time and one-half (1½) the regular base rate. All hours worked on the first regular day off (RDO) shall be compensated at one and one-half (1½) times the employee's regular base rate. All hours worked on the second regular day off (RDO) shall be compensated at two (2) times the employee's regular base rate provided that the employee worked the full assigned shift on his/her first regular day off (RDO). Employees working a 4-10 Workweek who work their third (3rd) RDO during any workweek shall be compensated at double time for all hours worked, provided the employee worked the full assigned shift on his/her first (1st) or second (2nd) RDO. In lieu of the above, employees may elect to be compensated by compensatory time off rather than payment.

For employees working a 9-80 schedule, all hours worked in excess of nine (9) hours, on the employee's nine (9) hour days or in excess of eight (8) hours on the employee's eight (8) hour day, or in excess of the employee's regularly scheduled hours for the workweek (either 36 or 44 hours), shall be compensated at time and one-half (1½) the regular base rate. All hours worked on the first (1st) regular day off (RDO) shall be compensated at one and one-half (1½) times the employee's regular base rate. All hours worked on the second (2nd) regular day off (RDO) shall be compensated at two (2) times the employee's regular base rate provided that the employee worked the full assigned shift on his/her first regular day off (RDO). Employees working a 9-80 schedule who work their third (3rd) RDO during any workweek shall be compensated at double time for all hours worked, provided the employee worked the full assigned shift on his/her first (1st) or second (2nd) RDO. In lieu of the above, employees may elect to be compensated by compensatory time off rather than payment.

All overtime must be assigned and approved in advance, and the performance of such overtime shall be mandatory.

All qualified employees will be given a chance to volunteer for overtime assignment. If no qualified employee volunteers to work overtime, the District may assign overtime to the least senior employee available and qualified, in the opinion of the District, to perform the overtime work assignment provided that no employee shall be involuntarily assigned a second time until all other qualified and available employees have been involuntarily assigned.

Except for an emergency as designated by the Chief of Police or designee, employees are restricted from working more than twenty (20) consecutive hours and, as such, are prohibited from signing up for or attempting to sign up for any extra duty, including overtime, that would place the employee in the position of having to work more than twenty (20) consecutive hours.

Except for an emergency as designated by the Chief of Police or designee, employees who work sixteen (16) hours or more within any twenty (20) hour period must have a minimum, of eight (8) hours break before the next work shift.

Time spent in court on behalf of the District shall be considered as time worked for purposes of determining overtime premiums.

All hours worked in excess of a regularly scheduled workday on a holiday shall be compensated at double time, in addition to straight time holiday pay with holiday pay not to exceed ten (10) hours; when requested by Management, employees on their regular days off (RDO's) who volunteer to work on a holiday shall be compensated at double time, in addition to straight time holiday pay with holiday pay not to exceed ten (10) hours.

11.5 UNIFORMS AND MAINTENANCE ALLOWANCE

A. Uniforms

The Department will have a written procedure that will specify all classifications required to wear District-purchased uniforms and state the uniform standards for each classification. All BPOA employees who are provided uniforms (Sworn Officers, Revenue Protection Guards, Dispatchers, Police Administrative Specialists, and Community Service Officers) shall receive an annual uniform allowance of one thousand fifty dollars (\$1050), which will include the one hundred and twenty-five dollar (\$125) shoe allowance to be paid quarterly for cleaning and upkeep, excluding tailoring and repairs. No allowance will be paid while any employee is in an unpaid status.

B. Uniform Shoes

The Department will provide a written procedure stating which classifications are required to wear uniform shoes. The style of shoes must comply with Police Uniform Specifications.

C. Reimbursement Of Unused Allowances

Employees who are absent from work for thirty (30) calendar days or more during a quarter, shall receive a reduced uniform allowance in accordance with the following schedule:

Absence	Percentage Reduction
30 to 60 days	25%
60 to 90 days	50%
90 days and beyond	100%

11.6 MEAL ALLOWANCE

A fifteen dollar (\$15) meal allowance shall be paid to employees who have worked twelve (12) or more continuous hours. (Court time is excluded from the twelve [12] hours.)

11.7 EDUCATION/SKILL ALLOWANCE

Effective for the terms of this contract only and in order to encourage eligible Sworn and Non-Sworn members covered by the BPOA Collective Bargaining Agreement to improve their individual knowledge, skill, and effectiveness in the field of Law Enforcement, the District will, following approval, pay the following Education Skill-Experience Allowance to members with a minimum eligibility of five (5) years with the District as an employee covered by the BPOA Collective Bargaining Agreement as part of a voluntary educational-skill incentive program

SWORN

Education/Skill	Completed District Service	Incentive
AA/AS		
POST Intermediate Certificate and minimum of an A.A. or A.S. Degree	5 Years	2.5%
POST Advanced Certificate and minimum of an A.A. or A.S. Degree	5 Years	2.5%
BA/BS		
POST Intermediate Certificate and a minimum of a B.A. or B.S. Degree	5 Years	4.0%
POST Advanced Certificate and minimum of a B.A. or B.S. Degree	5 Years	4.0%
BA/BS		
POST Advanced Certificate and minimum of a B.A. or B.S. Degree	10 Years	5.5%
Minimum of an A.A. or A.S. Degree and appropriate law enforcement training certificate*	5 Years	2.5%

*Applies to Non-Sworn

This incentive, if paid, shall be considered in calculating base wages of the contract, but shall not be considered as base wage for determining a base wage associated with a promotion. Receipt of the incentive is predicated on maintaining or exceeding an overall performance rating of "Effective."

The effective date of the Education/Skill Allowance shall be no earlier than the first day of the month in which the eligible member notifies the District that he/she meets the qualifications as cited above. No member will be paid Education/Skill Allowance prior to their date of eligibility. The Chief of Police has the sole discretion to determine the approved training classes and certifications. The allowance will be paid for non-worked time, such as holidays, sick leave, or vacation, provided the employee was in a paid work status and not on personal leave or non-industrial disability leave.

The parties agree that the Education/Skill Allowance was funded with one time give-backs for the term of this Agreement only. Any proposed continuation of the Education/Skill Allowance and its costs are subject to future negotiation.

*Non-Sworn required appropriate additional training or certificates include but are not limited to the following:

POST Public Safety Dispatch; Hostage Negotiator; POST P.C. 832 Arrest Search & Seizure; DOJ Fingerprint Roller; POST Records; Public Safety Records Act; POST CSO; Crime Scene Investigation/Evidence Recovery; Community Oriented Policing.

12.0 TRANSPORTATION

12.1 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 will be paid by the District in addition to actual parking and toll fees. While on assigned District business away from the employee's assigned office or area, reimbursement for lunch expense will be twelve (\$12) dollars. No receipt is required for this reimbursement.
- B. Travel Expense - Outside of District. Travel from 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. The 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 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, as established by the District's Management Procedure No. 20, Section II, Travel Outside the District as reimbursement for all other travel costs.
- 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.

*** Minute Clarification**

Whenever practicable, reasonable travel time, not to exceed two (2) hours in total, shall be included in an employee's scheduled work shift when the employee is assigned to an alternate work location for training only. An alternate work location is that location other than the employee's bid reporting location.

Should it be impracticable to include reasonable travel time within an employee's scheduled shift when assigned to an alternate work location for local training, the employee shall be compensated at the one and one-half (1½) overtime rate for reasonable travel time from the employee's bid reporting location to the alternate school/training location.

If an employee is attending training on the employee's RDO's, travel time is not included, as the employee is not reporting to the employee's bidded location to start work.

Employees attending training/school shall not receive compensation for rest breaks and lunches.

12.2 FREE TRANSPORTATION

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.

Dependent children under the age of five (5) years will not be required to display their identification cards. Dependent children includes 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.

There will be a ten dollar (\$10) fee to replace an employee's identification card. Dependents will be charged a ten dollar (\$10) fee to replace a dependent's first identification card. The fee to replace any subsequent dependent's identification card shall be twenty dollars (\$20). These fees may be waived by the District upon verifiable proof of the reasonableness of loss or destruction.

The District will provide two (2) identification cards to BPOA for representatives designated by name by the Association authorizing free transportation on the system.

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.

Pass privileges will be revoked when an employee is terminated from the District.

Spouses' pass privileges terminate upon dissolution of marriage.

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 service 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 Provision, whichever occurs first.

If an employee dies as the result of a District job-related accident, the following shall occur: 1) 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) 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 Provision, whichever occurs first.

An employee's eligible domestic partner and their eligible children shall be entitled to the same pass privileges under this provision as spouses and dependent children of the employee, per Board Resolutions 4455 and 4757.

13.0 SENIORITY

13.1 REDUCTION IN FORCE

- A. An employee shall be ranked by classification grouping in accordance with his/her appointment to the specific classification. Groupings in descending order are:

Police Officer (including Senior Officer)
Administrative Analyst *

Police Dispatcher
Revenue Protection Guard
Police Administrative Specialist
Community Service Officer

- B. Position reductions within classification groupings shall be in inverse classification seniority order with the least senior employee appointed to the classification affected first.
 - C. An affected employee shall be allowed to displace a less senior employee within any descending classification grouping by an exercise of department seniority providing such displacing employee is fully qualified to perform the functional tasks of the displaced employee. No training other than familiarization/orientation shall be conducted by the District. An employee failing to qualify after displacing a less senior employee by an exercise of seniority shall be laid off.
 - D. An employee who, by an exercise of department seniority, displaces a less senior employee shall be compensated at the step in the new classification equal to or closest to his/her present step rate of pay provided that no increase in gross pay results.
 - E. An employee laid off by the District by the above reduction in force procedure shall be recalled in a time period, one (1) year for every five (5) years of service, to a maximum of three (3) years in accordance with department seniority to a position which he/she is qualified to perform. Recall shall be by certified mail, return receipt requested. Failure to indicate reinstatement intentions within five (5) working days of delivery of the recall letter shall be considered as voluntary resignation and such employee shall be terminated by the District. An employee who fails to return to work within ten (10) additional working days for reasons other than temporary physical disability as certified by a physician shall be terminated in a like manner.
 - F. An employee last holding a position of higher rank shall have first opportunity, by classification seniority, to revert to a position classification formerly held whether such employee is temporarily displaced within the department or separated from the District through voluntary lay-off.
- * Discontinued Assignments. These assignments may be filled/used in the future, at the discretion of the Chief of Police.
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13.2 PROBATIONARY PERIODS

A. Police Officers

The following sworn employees shall have a probationary period of one (1) year from their date of hire:

1. Officers with prior law-enforcement experience and who will not be sent to a police academy;
2. Officers with current POST accreditation from a basic police academy.

B. Officer Candidates

Any employee who must be sent to a basic police academy shall have a probationary period from his/her date of hire until one (1) calendar year after his/her graduation from the academy.

C. Civilian Employees

Any new or rehired civilian employee shall satisfactorily complete a probationary period as follows:

1. Administrative Assistants, Police Administrative Specialist, Revenue Protection Guards, or Community Service Officers – six (6) months from date of hire.
2. Dispatchers – one (1) year from date of hire.

D. Probationary Employees - Sworn Officers And Civilian Employees

Probationary dismissals shall not be subject to the grievance procedure except where performance evaluations have not been written in a timely manner or where discrimination, as defined elsewhere in this Agreement, is charged. Probationary employees (sworn officers and civilian employees) shall have no contractual procedural rights under this Agreement with respect to any matters relating to demotion or termination during the applicable period of their probation.

13.3 MANAGEMENT OPTIONS FOR PROBATIONARY EMPLOYEES

1. The District may, at its exclusive discretion, move (i.e. demote) an employee during his or her new-hire probationary period from a position in a higher classification in the bargaining unit into a vacant budgeted position (i.e. one with no regular incumbent) in a lower classification in the bargaining unit within the

Police Department. However, such action is valid only if the classifications from and to which the employee is moved, or their substantial equivalents, are in existence in the Police Department, as determined by the District's Human Resources Department and remain in existence in the Police Department at the time of the move. Such action shall be deemed a voluntary termination during new-hire probation from the higher classification and a simultaneous conditional rehire as a new probationary employee in the lower classification. The moved employee shall have no residual rights in the classification from which he or she is moved. Such termination and move shall not be subject to appeal except Provision 13.2D of this Agreement.

2. After deciding tentatively to implement a conditional move to a lower classification pursuant to paragraph 1, the Police Chief or designee shall confer with the Human Resources Department Manager or designee to ensure that the reasons that render the continued service of the employee in the higher classification unacceptable does not render the employee unsuitable for service in the lower classification as well. After such consultation, the Police Chief may begin to implement the conditional move if the Chief continues to desire to undertake such action.
3. Except as otherwise provided, an employee moved pursuant to paragraph 1, shall be treated as a new hire in the lower classification. The employee shall serve a complete new-hire probationary period in such lower classification. The District may dismiss or further move such employee to a yet lower classification at any time during such probationary period. Such move or dismissal shall not be subject to appeal. If the employee is moved to a lower classification, the employee shall again be treated as new hire in the lower classification except as otherwise provided in this Provision. The employee shall serve a complete new-hire probationary period in the lower classification into which the employee has been moved.
4. At least five (5) business days prior to a move pursuant to paragraph 1, the moved employee must complete and deliver to the Human Resources Department a District employment application for employment in the lower classification. If the Human Resources Department determines that the employee's application shows that the employee meets the minimum qualifications required for the lower classification, the employee's name shall be referred to the Police Department as a potentially qualified candidate. If the Human Resources Department determines that the employee does not meet the minimum qualifications, the employee will not be moved to the lower classification. If the Human Resources Department refers the employee's name to the Police Department, the Police Department shall determine, through its applicable testing process, if any, whether the employee possesses any further qualifications required for service in the lower classification. If through the

testing process, if any, the Police Department determines that the employee possesses the qualifications required for the lower classification, the Police Department may demote the employee pursuant to paragraph 1. The determinations made by the Human Resources Department and the Police Department under this paragraph shall not be subject to appeal.

5. An employee moved to a lower classification pursuant to paragraph 1 may remain in the lower classification only if, in the exclusive judgment of the Police Chief or designee, the employee passes such tests and is the best qualified from among all tested applicants. Within thirty (30) days after the employee's conditional demotion pursuant to paragraph 3, the Chief or designee shall notify the employee in writing if the employee has passed the applicable test, if any and if the employee has been deemed the best qualified candidate for the position. If the employee does not receive such written notice from the Chief or designee during this period, the employee shall be terminated. The termination shall take effect upon first delivery to the employee or to the employee's home address on file with the District. If a written "passing" notice is not given within the thirty (30) day period, then, automatically, at the close of business on the thirtieth (30th) day following the effective date of the conditional move to the lower classification, the employee will be terminated. Nothing herein shall be construed as impairing in any way the District's right to terminate the employee from such position prior to the end of such thirty (30) day period if deemed by the Chief to be in the District's best interest to do so. Termination pursuant to this paragraph 4 shall not be subject to appeal. If the employee receives notice from the Chief or designee that the employee passed the applicable test, if any and was deemed best qualified, prior to the thirtieth (30th) day following the effective date on conditional move to the lower classification, the District may retain the employee in the position in the lower reclassification to which the employee was moved.
 6. For the purposes of determining vacation accrual rate and PERS service date, an employee moved to a lower classification pursuant to paragraph 1 who has passed the tests and been deemed most qualified pursuant to paragraph 4 shall be granted District service credit for time served in the classification(s) from which the employee was moved. The accumulated balances in such employee's sick, vacation, holiday and compensatory time off accounts at the time of such move shall be retained on the books for the employee's use in his or her lower classification, subject to normal rules governing such use.
 7. Nothing in this Provision shall be construed as granting any employee serving a new hire probationary period a right to move to a lower classification in lieu of termination.
-

13.4 SENIORITY

A. Definition

Seniority is defined for purposes of this Agreement as an employee's relative position with respect to all other employees of a like classification in the department and is determined by the date of his/her appointment to the classification. If two (2) or more employees are appointed to the classification on the same date, seniority ranking shall be determined first by the date of District employment and, if a tie still exists, then by the date of birth. All questions pertaining to seniority ranking shall be resolved by the Association in a manner consistent with the terms of this agreement.

The granting of seniority privileges is of secondary importance to the efficient operation of the Department. No assignment shall be made unless the employee possesses the necessary competency and qualifications for the specific assignment.

B. Days Off Selection

Days off shall be posted with the shift sign up affording those employees with greater seniority the opportunity of selecting days off of their choice. This Provision shall not apply to probationary employees.

C. Vacation Period Selection

Available vacation periods for the succeeding calendar year shall be posted for two (2) weeks each December. Employees shall be allowed to select vacation periods on the basis of their respective seniority. The available periods shall be determined by operational needs of the department.

D. Job Reversion Rights

Employees who accept jobs outside the bargaining unit or are reclassified within the bargaining unit shall not be caused to lose their seniority. Such employees who remain within the bargaining unit shall accumulate seniority in their new classification, but shall not accrue seniority in their former classification. If such employees are returned to their former classification within the time specified herein, they shall regain their previously earned seniority and continue to accumulate seniority.

If such employee is out of the bargaining unit as provided herein for a period in excess of twelve (12) months, such right of return shall be forfeited.

No employee shall be bumped by any returning employee. The District shall carry one (1) extra position in the returnee's classification. However, the

District's obligation in this regard shall cease upon normal attrition in the classification, including, but not limited to, retirement, termination or promotion.

14.0 JOB CLASSIFICATIONS

14.1 JOB CLASSIFICATIONS - NEW CLASSIFICATIONS

In the event the District determines, subsequent to signing of this Agreement, that the needs of the department require the creation of additional classification(s) related to the bargaining unit, the District agrees to discuss with the Association the functions to be performed, the qualifications required, appropriate lines of progression, and to prepare appropriate job descriptions. The salaries of the proposed additional classification(s) shall be subject to negotiations.

Should a dispute develop, the Department Manager of Human Resources shall determine the matter.

Note: The Association may grieve unilateral action by the District.

14.2 COMMUNITY SERVICE OFFICER CLASSIFICATION *

It is the intent of the District that the Community Service Officer (CSO) classification assist and supplement police operations in various activities and is not intended to replace the following classifications currently existing within the BPOA bargaining unit: Police Officer, Administrative Analyst**, Police Dispatcher, Police Administrative Specialist, and Revenue Protection Guard.

*** Minute Clarification**

The parties agree to establish a committee comprised of management and four (4) Association members to identify and discuss issues regarding the CSO classification. The BPOA President and Chief of Police may observe and participate in committee discussions, but will not be committee members. These meetings shall not create additional overtime cost to the District, e.g., back-fill and RDO's overtime. BPOA committee members shall be released to attend such meetings. The dialogue in these discussions shall be participative and collaborative in nature. The committee shall provide status reports to the Chief of Police and BPOA President on an Ad Hoc basis. The committee will make decisions and recommendations by consensus of all members. The consensus reached regarding issues discussed by this committee shall be forwarded to the Chief of Police as an advisory recommendation. The Chief of Police shall have the final decision making authority. The Chief of Police shall advise the committee in writing within thirty (30) days of their recommendation(s) regarding his decision to accept,

modify or decline their recommendation. This committee shall be established within thirty (30) days of the BART Board of Directors ratification of this Agreement and the committee shall complete its work regarding the initial issues identified and discussed not more than ninety (90) days from the commencement date. However, this committee may become a standing committee to be reconvened by the committee for any subsequent CSO issues identified during the life of this Agreement.

** Discontinued Assignments. These assignments may be filled/used in the future, at the discretion of the Chief of Police only.

14.3 COMMUNITY SERVICE OFFICER – TITLE CHANGE

The District shall change the title of the Community Service Assistant position to the title of Community Service Officer, no later than twelve (12) months after the ratification of the 2005 BPOA contract. This shall be a title change only. It is not the intent to change the description of the current job classification or job duties.

14.4 POLICE ADMINISTRATIVE SPECIALIST

Effective July 1, 2009, all Police Clerks and Senior Police Clerks shall be upgraded into Police Administrative Specialist positions and will be paid the Police Administrative Specialist hourly wage corresponding to their prior Police Clerk or Senior Police Clerk step level. This upgrade will waive any probationary period. The existing Police Clerk and Senior Police Clerk seniority levels, related days off, and vacation selection will carry over with the individuals moving into the Police Administrative Specialist position.

BPOA WAGE SCHEDULE FY 2010-2013

Step Description	FY 10 Hourly Rate	FY 11 Hourly Rate	FY 12 Hourly Rate	FY 13 Hourly Rate
Community Services Officer Step 1	21.209200	21.209200	21.209200	21.209200
Community Services Officer Step 2	21.833000	21.833000	21.833000	21.833000
Community Services Officer Step 3	22.456800	22.456800	22.456800	22.456800
Community Services Officer Step 4	24.952100	24.952100	24.952100	24.952100
Administrative Specialist Step 1	26.430900	26.430900	26.430900	26.430900
Administrative Specialist Step 2	27.430700	27.430700	27.430700	27.430700
Administrative Specialist Step 3	28.593100	28.593100	28.593100	28.593100
Administrative Specialist Step 4	29.674300	29.674300	29.674300	29.674300
Administrative Specialist Step 5	30.890300	30.890300	30.890300	30.890300
Police Dispatcher Step 1	27.475500	27.475500	27.475500	27.475500
Police Dispatcher Step 2	28.516700	28.516700	28.516700	28.516700
Police Dispatcher Step 3	29.726800	29.726800	29.726800	29.726800
Police Dispatcher Step 4	30.852800	30.852800	30.852800	30.852800
Police Dispatcher Step 5	32.118900	32.118900	32.118900	32.118900
Police Dispatcher Step 6*	33.441500	33.441500	33.441500	33.441500
Administrative Analyst (Flat Rate)	40.0139			

Note: Education/Skill Incentive:
Eligible employees receive additional Education/Skill Allowance based on years of District service, degrees and certifications held as follows during the duration of this contract only (See Section 11.7 Education/Skill Allowance for further details).

Sworn:

5 yrs of District Service + POST Int/Adv Certificates + AA/AS degree = 2.5% incentive

5 yrs of District Service + POST Int/Adv Certificates+ BA/BS degree = 4.0% incentive

10 yrs of District Service + POST Int/Adv Certificates + BA/BS degree = 5.5% incentive

Non-Sworn:

5 yrs of District Service + Course/Certificate + AA/AS degree = 2.5% incentive

Note: Longevity Pay: On July 1st following the date on which the employee has completed twenty (20) years of District service, the employee shall receive a 2.47% pay increase in exchange for the ongoing forfeiture of three (3) vacation days and four (4) floating holidays, per fiscal year (See Section 11.1-l for further details).

Note: Vacation Step Pay 4.03% in exchange for the ongoing forfeiture of two weeks of vacation per fiscal year for eligible employees effective after 20 years of service of District service (See Section 4.1).

Note: Progression to Step 6 for Police Dispatcher shall be contingent upon merit performance.

BPOA WAGE SCHEDULE FY 2010-2013

Step Description	FY 10 Hourly Rate	FY 11 Hourly Rate	FY 12 Hourly Rate	FY 13 Hourly Rate
Revenue Protection Guard Step 1	25.606400	25.606400	25.606400	25.606400
Revenue Protection Guard Step 2	26.799400	26.799400	26.799400	26.799400
Revenue Protection Guard Step 3	28.051700	28.051700	28.051700	28.051700
Revenue Protection Guard Step 4	29.340600	29.340600	29.340600	29.340600
Revenue Protection Guard Step 5	30.726100	30.726100	30.726100	30.726100
Police Officer Academy Step	24.006058	24.006058	24.006058	24.006058
Police Officer Field Training	27.206827	27.206827	27.206827	27.206827
Police Officer Step 1	32.008038	32.008038	32.008038	32.008038
Police Officer Step 2	33.499269	33.499269	33.499269	33.499269
Police Officer Step 3	35.064635	35.064635	35.064635	35.064635
Police Officer Step 4	36.675750	36.675750	36.675750	36.675750
Police Officer Step 5	38.407731	38.407731	38.407731	38.407731
Senior Police Officer Intermediate	39.270635	39.270635	39.270635	39.270635
Senior Police Officer Advanced	40.237615	40.237615	40.237615	40.237615
Master Police Officer	41.042365	41.042365	41.042365	41.042365

Note: Education/Skill Incentive:
Eligible employees receive additional Education/Skill Allowance based on years of District service, degrees and certifications held as follows during the duration of this contract only:
(See Section 11.7 Education/Skill Allowance for further details)

SWORN:

5 yrs of District Service + POST Int/Adv Certificates + AA/AS degree = 2.5% incentive
5 yrs of District Service + POST Int/Adv Certificates+ BA/BS degree = 4.0% incentive
10 yrs of District Service + POST Adv Certificates + BA/BS degree = 5.5% incentive

Non-Sworn:

5 yrs of District Service + Law Enforcement Training/Certificate + AA/AS degree = 2.5% incentive

Note: Longevity Pay: On July 1st following the date on which the employee has completed twenty (20) years of District service, the employee shall receive a 2.47% pay increase in exchange for the ongoing forfeiture of three (3) vacation days and four (4) floating holidays, per fiscal year (See Section 11.1-l for further details).

- Note: Vacation Step Pay 4.03% in exchange for the ongoing forfeiture of two weeks of vacation per fiscal year for eligible employees effective after 20 years of service of District Service (See Section 4.1).
- Note: Effective 7/1/08 after the completion of the 10th year of service as a BART Police Officer, 2.5% added to wage. Effective 7/1/07 at the beginning of the 15th year of service as a BART Police Officer, 2.5 % added to wage (See Section 11.1).
- Note: Class A License Premium may apply for eligible Revenue Protection Guard employees effective 7/1/2009 (See Section 11.1-II for further details).

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this day, _____, 2010

FOR THE DISTRICT

FOR THE UNION

By: _____
Dorothy W. Dugger
General Manager

By: _____
Jesse Sekhon
President, BART Police Officers Association

Maria Robinson
Chief Negotiator, Labor Relations

David H. Swim, D.P.A.
Labor Consultant
Mastagni Law

District Negotiating Team
Timothy L. Davis
Ray Samuels

BPOA Negotiating Team
Marc Brooks
Yvonne Rusting
Hakeem Shabazz
Javier Fregoso
Stewart Lehman
Gary Bennett
Renee Bennett

APPENDIX A

BPOA-District Implementation Agreement

Section 4.1

The parties negotiated new language in Section 4.1, Vacation, of the Agreement.

1. In order to achieve cost reductions, the parties agreed to reduce the equivalent of a total of one hundred (100) straight time base pay hours for each full-time employee over the four contractual years: 2009/2010, 2010/2011, 2011/2012, and 2012/2013.

2. The relevant contractual language provides in part:

“In order to achieve cost reductions, the District and BPOA agree to reduce labor costs by the equivalent of 100 straight time base pay hours for each full time employee during the contract term as follows:

- a) In the 2009/2010 contract year, employees must forego 20 hours of paid leave.
- b) In the 2010/2011 contract year, employees must forego 20 hours of paid leave.
- c) In the 2011/2012 contract year, employees must forego 30 hours of paid leave.
- d) In the 2012/2013 contract year, employees must forego 30 hours of paid leave.

3. The parties have met and reviewed operationally efficient methods for implementing the foregoing language and agree as follows:

For contract year 2009/2010, the District will manually reduce the on-going vacation accrual of BPOA members by four (4) hours for five (5) consecutive pay periods for a total of a twenty (20) hour reduction.

For contract years 2010/2011, the District will reduce the annual vacation accrual for BPOA members, by twenty (20) hours at the beginning of the fiscal year, to be distributed over the pay periods of that fiscal year.

For contract years 2011/2012, the District will reduce the annual vacation accrual for BPOA members, by thirty (30) hours per year at the beginning of the fiscal year, to be distributed over the pay periods of that fiscal year.

For contract years 2012/2013, the District will reduce the annual vacation accrual for BPOA members, by thirty (30) hours per year at the beginning of the fiscal year, to be distributed over the pay periods of that fiscal year.

FOR THE DISTRICT

FOR BPOA

Maria Robinson
Interim Manager, Labor Relations

Jesse Sekhon
President, BART Police Officers Association

David H. Swim D.P.A, Labor Consultant
Mastagni Law (BART Police Officers
Association)

APENDIX B
Examples of Ridership Growth Criteria

Example 1

Fiscal Year	Total Trips	Percentage Increase over Prior Year
FY10	100,000,000	
FY11	103,000,000	+3.0%
FY12	107,120,000 (annual) 80,340,000 (3 quarters of FY12)	+4.0%
FY13	84,360,000 (3 quarters of FY13)	+5.0%
AVERAGE		+4.0%

Example 2

Fiscal Year	Total Trips	Percentage Increase over Prior Year
FY10	100,000,000	
FY11	103,000,000	+3.0%
FY12	108,150,000 (annual) 81,125,000 (3 quarters of FY12)	+5.0%
FY13	87,000,000 (3 quarters of FY13)	+7.2%
AVERAGE		+5.1%

Examples of Medical Insurance Criteria

Example 1

Fiscal Year	Rate Date	Rate	Percentage Increase over Prior Year	Fiscal Year Percentage Increase
FY10	1/1/09	\$1,457.48		
	1/1/10	\$1,501.06		
FY11	1/1/10	\$1,501.06	2.99%	4.0%
	1/1/11	\$1,576.11	5.00%	
FY12	1/1/11	\$1,576.11	5.00%	7.5%
	1/1/12	\$1,733.72	10.00%	
FY13	1/1/12	\$1,733.72	10.00%	8.5%
	1/1/13	\$1,855.08	7.00%	
AVERAGE INCREASE			FY11-FY13	6.7%

Example 2

Fiscal Year	Rate Date	Rate	Percentage Increase over Prior Year	Fiscal Year Percentage Increase
FY10	1/1/09	\$1,457.48		
	1/1/10	\$1,501.06		
FY11	1/1/10	\$1,501.06	2.99%	6.5%
	1/1/11	\$1,651.66	10.00%	
FY12	1/1/11	\$1,651.66	10.00%	11.0%
	1/1/12	\$1,849.86	12.00%	
FY13	1/1/12	\$1,849.86	12.00%	13.5%
	1/1/13	\$2,127.34	15.00%	
AVERAGE INCREASE			FY11-FY13	10.3%

June 20, 1983

MEMORANDUM OF UNDERSTANDING: BPOA/MOU-002-4
Understanding Regarding Disciplinary Investigations

Mr. Glenn Nunes, President
BART Police Officers' Association
800 Madison Street
Oakland, California 94607

Dear Mr. Nunes:

When any employee is under investigation and subject to interrogation by a supervisor which could lead to punitive action, such interrogation shall be conducted under the following conditions. For purposes of this provision, punitive action is defined as any action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

However, this provision shall not apply to any interrogation of an employee in the normal course of duty, counseling, instruction, or verbal reprimand by, or other routine or unplanned contact with, a supervisor or any other employee, nor shall this provision apply to an investigation concerned solely and directly with alleged criminal activities.

- A. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation.
- B. The complete interrogation may be recorded. If a tape recording is made of the interrogation, either party shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The employee shall be entitled to copies of any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential.
- C. If prior to or during the interrogation of an employee it is deemed that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights.
- D. Upon the filing of formal written statement of charges, or whenever an interrogation focuses on matters which are likely to result in punitive action, the employee, at his/her request, shall have the right to be represented by a representative of his/her choice who may be present at all times during such investigation.

District lockers may be periodically inspected as determined by Management, but such routine locker checks will not be initiated without prior notification to a Union

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
AND
BART POLICE OFFICERS ASSOCIATION**

**TENTATIVE AGREEMENT
SIDE LETTER-010**

August 21, 1997

**SIDE LETTER OF AGREEMENT: BPOA/SL-010
Deferred Compensation for Non-Sworn**

It is agreed by the District that BPOA generated savings of approximately seventeen thousand nine hundred fifty dollars (\$17,950) which will be paid to non-sworn personnel in the Police Department each year.

This amount will be divided equally among all non-sworn personnel on the payroll on the date the contract is approved by the BART Board of Directors. This date of approval shall be the annual eligibility date for each subsequent year.

The money will be paid in a lump sum amount to each eligible employee within two pay periods from the anniversary eligibility date. This lump sum amount will then be transferred to their deferred compensation account subject to maximum allowable limits. If the maximum limit is reached, the lump sum exceeding the limit will be paid out in salary.

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

Walter Kawecky, Jr. Date
Labor Relations Supervisor

Robert Hamilton Date
President, BPOA

FOR THE DISTRICT:

FOR BPOA:

Date

Date

October 12, 2009

SIDE LETTER OF AGREEMENT: BPOA/SL-010A
Deferred Compensation for Non-Sworn

Side Letter-10 on Deferred Compensation Plan for Non-Sworn members of the BART Police Officers' Association is **suspended** for FY11 through FY12. Savings will begin effective FY11.

FOR THE DISTRICT:

FOR BPOA:

Date

Date

October 20, 2009

SIDE LETTER OF AGREEMENT: BPOA/SL-018

This memorandum serves to notify the District that it is the intent of the BART Police Officers' Association (BPOA) to cooperate and participate with the District in order to improve and correct any identified deficiencies within the BART Police Department. This would include, but not be limited to: the creation and implementation of an approved civilian review model and recommendations suggested by the National Organization of Black Law Enforcement Executives.

We understand that at its sole discretion, the District has the exclusive right to determine the level of discipline to be charged against an Association member.

As both District employees and Police Officers, the BPOA fully understands the need to implement changes for the betterment of the BART Police Department in order to maximize the department's ability to suitably service and protect the communities that we are beholden to. To that end, the BPOA offers its pledge that we will engage with the District and diligently work within all legal and equitable means in order to create a model policing agency.

FOR THE BPOA:

FOR THE DISTRICT:

Jesse Sekhon, President BPOA

Maria Robinson, Chief Negotiator

SIDE LETTER SL-019 RE: RETIREE MEDICAL ELIGIBILITY AND COST SAVINGS

October 13, 2009

Mr. Jesse Sekhon
President, BART Police Officers Association
[Address]

Dear Mr. Sekhon:

This letter of understanding reflects the agreement reached between the District and BART Police Officers Association in regard to potentially increasing the years required for retiree medical eligibility under the District's medical benefits plan, and to meet to discuss allocation of projected actuarial savings accruing from implementing the retiree medical eligibility schedule, including potential allocation to wage increases in Fiscal Years 2012 and 2013.

Commencing no later than ninety (90) days after ratification of the 2009-1013 contract, the parties, together with all other interested bargaining units, shall meet to outline the terms of a proposed 15 year retiree medical eligibility schedule for future hires. The parties shall jointly seek CalPERS preliminary approval for the proposed retiree medical eligibility schedule, and if necessary, jointly sponsor legislation to amend the California Government Code to permit adoption of a 15 year retiree eligibility schedule under PEMHCA. The parties shall seek to have such legislation introduced in either the California Assembly or Senate in calendar year 2010, or as soon thereafter as practicable. The parties will actively support the passage of such legislation.

If the proposed retiree medical schedule or legislation is approved, the parties, together with all other interested bargaining units, shall meet to discuss allocation of projected actuarial savings accruing from implementing the new schedule, including allocation to wage increases in Fiscal Years 2012 and 2013. If the parties reach agreement, they shall adopt the new retiree medical eligibility schedule and wage increase allocations effective in Fiscal Year 2012 or 2013.

CONCUR FOR DISTRICT

CONCUR FOR BPOA:

Maria Robinson
Acting Department Manager
Labor Relations

Jesse Sekhon
President
BART Police Officers Association

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SURVIVOR BENEFITS	Provision 5.5	39
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2009

January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

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1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
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May

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3	4	5	6	7	8	9
10	11	12	13	14	15	16
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24	25	26	27	28	29	30
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June

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July

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August

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September

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October

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4	5	6	7	8	9	10
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25	26	27	28	29	30	31

November

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December

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2010

January

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February

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March

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April

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May

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June

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July

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August

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September

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November

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December

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2011

January

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February

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December

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2012

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March

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April

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June

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July

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August

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September

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December

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2013

January

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February

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April

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May

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June

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July

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August

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September

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October

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November

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December

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