

| <p style="text-align: center;">1 YEAR BOARD IMPOSED EMPLOYMENT TERMS AND CONDITIONS FOR ATU 1555 Adopted by BART Board AUGUST 13, 2009</p> | <p style="text-align: center;">4 YEAR JULY 30 TENTATIVE AGREEMENT WITH ATU 1555 Rejected by ATU vote on August 10, 2009</p> |
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| <p>Summary: On August 13, 2009, the BART Board adopted terms and conditions of employment for ATU 1555, the union that represents BART Station Agents and Train Operators. Under the adopted terms and conditions, ATU members will continue to receive their base salaries. Savings will be accomplished through a cap on healthcare costs, elimination of BART's contribution to a secondary pension plan, changes to employee contribution to PERS, changes to worker schedules, changes to wasteful work rules and reductions of paid holidays. The terms will remain in effect until a new contract agreement is reached.</p> | <p>Summary: BART negotiators and union leaders from ATU, SEIU, and AFSCME reached tentative 4-year labor agreements on July 30. Those tentative agreements met the goal to save \$100 million in labor costs as part of a plan to solve a \$310 million four-year BART deficit amid a decline in ridership, state transit funding and sales tax revenue. SEIU and AFSCME subsequently ratified those tentative agreements overwhelmingly, with 837 voting in favor, but 406 ATU members rejected the deal. Below are the specific terms of the deal that ATU rejected. The agreement would have preserved base salaries, while achieving savings through a cap on healthcare costs, elimination of BART's contribution to a secondary pension plan, changes to worker schedules, changes to wasteful work rules, and reductions of paid holidays.</p> |
| <p>Medical Premiums: Effective January 1, 2010, the District shall contribute an amount up to the applicable level of plan participation (Employee, Employee+1, and Employee+2+) 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.</p> | <p style="text-align: center;">Same as 1 Year Terms and Conditions on left</p> |
| <p>Supplemental Pension (Money Purchase Pension Plan): Eliminate District Contribution of \$1,868.65 per year.</p> | <p>Supplemental Pension (Money Purchase Pension Plan): Suspend District Contribution of 1.627% of wages for FY12-FY13.</p> |
| <p>Sick Leave Buy-Back: Instead of receiving cash for a portion of unused sick leave, going forward employees' newly earned unused sick leave will be converted to retirement service credit.</p> | <p style="text-align: center;">Same as 1 Year Terms and Conditions on left</p> |
| <p>Furlough days: 3 furlough days (3 less paid holidays)</p> | <p style="text-align: center;">Same as 1 Year Terms and Conditions on left</p> |

| <p style="text-align: center;">1 YEAR</p> <p style="text-align: center;">BOARD IMPOSED EMPLOYMENT TERMS AND CONDITIONS FOR ATU 1555 Adopted by BART Board AUGUST 13, 2009</p> | <p style="text-align: center;">4 YEAR</p> <p style="text-align: center;">JULY 30 TENTATIVE AGREEMENT WITH ATU 1555 Rejected by ATU vote on August 10, 2009</p> |
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| <p>Medical “Opt-Out in lieu” payments of \$100 per month: During any open enrollment period after July 1, 2009, an eligible employee who has medical coverage under an alternate plan may elect to opt out of the group medical benefits and receive a monthly payment of \$100.00.</p> | <p style="text-align: center;">Same as 1 Year Terms and Conditions on left</p> |
| <p>Employee PERS (Public Employee Retirement System): Effective October 1, 2009, ATU employees shall pay all 7% of the employee contribution. BART will continue to pay the employer share for this pension plan.</p> | <p>Employee PERS (Public Employee Retirement System): No change. BART will continue to pay for both the employer share and the full employee share for this pension plan.</p> |
| <p>Reduce Union Business Leave, Modify Beneficial Past Practices, and Modify Grievance Procedure.</p> | <p style="text-align: center;">Same as 1 Year Terms and Conditions on left</p> |
| <p>Allows the District to establish 4/10 work week shifts at all multi-centroid stations.</p> | <p style="text-align: center;">Same as 1 Year Terms and Conditions on left</p> |
| <p>Station Agent shift configurations may include report locations anywhere on the line. The District will limit report location spread on the bid line to the extent practicable.” Because shifts will not be bid until February 2010, this modification will be effective for the February 2010 bid.</p> | <p>Same as 1 Year Terms and Conditions on left, but also includes changes to extra board flexibility/efficiency.</p> |
| <p>“Train Operators who operate scheduled “shuttle” service (a run of thirty (30) minutes or less) shall receive a ten (10) minute fall back break after seventy (70) minutes, not to exceed one hundred (100) minutes. Train Operators who operate “shuttle” service and then other mainline assignments shall not be due a fallback break unless he/she has been operating continuous “shuttle” service thirty (30) minutes prior to dispatch.”</p> | <p style="text-align: center;">Same as 1 Year Terms and Conditions on left</p> |
| <p>Lump-Sum Payments to Employees: FY10: \$0</p> | <p>Lump-Sum Payments to Employees: FY10: \$0 FY11: \$500; FY12: \$1000; FY13: \$1500</p> |