

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

Special Meeting of the Board of Directors  
August 13, 2009  
11:00 a.m.

AGENDA

MEMBERS OF THE PUBLIC MAY ADDRESS THE BOARD OF DIRECTORS REGARDING ANY MATTER ON THIS AGENDA. PLEASE COMPLETE A "REQUEST TO ADDRESS THE BOARD" FORM (AVAILABLE AT THE ENTRANCE TO THE BOARD ROOM) AND HAND IT TO THE SECRETARY BEFORE THE ITEM IS CONSIDERED BY THE BOARD. IF YOU WISH TO DISCUSS A MATTER THAT IS NOT ON THE AGENDA DURING A REGULAR MEETING, YOU MAY DO SO UNDER GENERAL DISCUSSION AND PUBLIC COMMENT.

ANY ACTION REQUIRING MORE THAN A MAJORITY VOTE FOR PASSAGE WILL BE SO NOTED.

1. Roll Call. (Board Room, Third Floor)
2. Public Comment on Item 3 Only.
3. Resolution Ratifying Collective Bargaining Agreement with the Service Employees International Union, Local 1021, Including the BART Professional Chapter. Board requested to adopt.
4. Public Comment on Item 5 Only.
5. Unilateral Implementation of Certain Terms and Conditions of Employment for Employees Represented by the Amalgamated Transit Union, Local 1555. Board requested to authorize.
6. Public Comment on Item 7 Only.
7. CLOSED SESSION
  - A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9: one potential case.

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

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

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

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**MEMORANDUM**

**TO:** Board of Directors

**DATE:** August 12, 2009

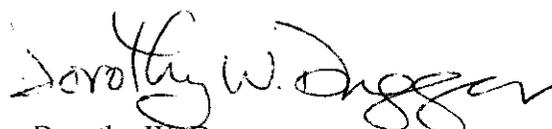
**FROM:** General Manager

**SUBJECT:** Ratification of 2009-2013 Labor Agreement with SEIU

The Board is scheduled to vote on whether to approve the recently negotiated labor agreement with SEIU Local 1021 (excluding one provision) at the August 13, 2009 Board Meeting. The Board cannot act on one provision of the new contract, a change to Section 6.4, which suspends for two years the District's contribution of 1.627% of salary to the Money Purchase Pension Plan (MPPP), pending two weeks public notice of this change.

The District's Chief Negotiator has prepared the attached overview of changes to highlight the revisions to the agreement resulting from the tentative agreement reached on July 31, 2009. Also attached is the Resolution that will be put before the Board at the meeting.

If you have any questions, please contact Carol Stevens, Chief Negotiator, at 650-387-5813.

  
Dorothy W. Dugger

cc: Board Appointed Officers  
Deputy General Manager  
Executive Staff  
Carol Stevens

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

In the matter of Ratifying the 2009 - 2013  
Collective Bargaining Agreement between the  
District and SEIU, Local 1021 / Resolution No. \_\_\_\_\_

**BE IT RESOLVED** that the Board of Directors of the San Francisco Bay Area Rapid Transit District hereby ratifies the 2009 - 2013 Collective Bargaining Agreement between the District and the Service Employees' International Union, Local 1021, as generally described in the attached Summary of Key Contract Modifications Affecting Wages and Benefits, except for the provision suspending the 1.627% Money Purchase Pension Plan contribution for which actuarial statements are being presented for public review; and

**BE IT FURTHER RESOLVED** that the General Manager is directed to bring back to the Board for its consideration the provision regarding suspending the 1.627% Money Purchase Pension Plan contribution at the next Regular meeting or as soon as practicable thereafter.

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Adopted \_\_\_\_\_

## 2009-2013 District-SEIU Tentative Agreement

### Summary of Key Contract Modifications Affecting Wages and Benefits

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#### Section 5.2 PERS – Medical & Prescription Drug Benefits

Bay Area Blue Shield Plan or Bay Area Kaiser Plan, whichever is greater, is established as Maximum District Contribution towards CalPERS Health Plans.

Retiree Medical Benefit capped at the same rate as above.

Employees who opt-out of District paid medical coverage will receive \$100 per month as a “Medical Opt-out in lieu” payment.

#### Section 6.4 Money Purchase Pension Plan

The District will suspend its contribution of 1.627% of wages in FY 12 and FY 13 into the Money Purchase Pension Plan.

#### Section 9.0 Sick Leave and Disability

The Retirement Sick Leave Buy-Back program was eliminated. The District, through an amendment of its PERS contract, will convert unused sick leave into PERS Service Credit at the time of retirement.

#### Section 28.4 Base Wage Schedule

Employees will receive the following lump sum payments that will not be added to the wage schedule:

FY 10 \$0

FY 11 \$500

FY 12 \$1000

FY 13 \$1500

## Summary of Key Contract Modifications involving District Work Rules

### 1.5 Beneficial Practices

The Beneficial Practices provision is revised. Before a past practice can become a term of the Labor Agreement, management must agree to the practice and specific standards must be met

### Section 13 Work Day and Work Week

Revision of Staffing and Scheduling provision to permit greater flexibility.

### Section 16 Holidays

Revision of language to provide greater flexibility in holiday scheduling.

### Section 17.9 Training Programs

Enhanced language on the development of District Training Programs.

### Section 28.2 Functional Classification

Broadened Classifications in Rolling Stock and Shops. Revision of Rolling Stocks and Shop Inspection procedures including creation of Quality Team Leader, revised Transit Vehicle Mechanic, Vehicle Electronic Technician and Utility Worker duties.

Broadened Classifications in Maintenance and Engineering. Revision of job duties for Track Workers, Structures Workers and Buildings Workers. Creation of new classification of Electrical Helper. Elimination of the operational "Drip-Line" issue.

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

In the Matter of Unilaterally  
Implementing Certain Terms  
and Conditions Of Employment  
for Employees Represented by  
the Amalgamated Transit Union, Local 1555/

Resolution No. \_\_\_\_\_

WHEREAS, Section 28850 of the California Public Utilities Code, provides in pertinent part that the representatives of the San Francisco Bay Area Rapid Transit District (the "District") and labor organizations representing its employees shall bargain in good faith and make all reasonable efforts to reach agreement on the terms of a written contract governing wages, salaries, hours, working conditions and grievance procedures; and

WHEREAS, Amalgamated Transit Union, Local 1555 ("ATU") is the recognized labor organization for a bargaining unit of District employees; and

WHEREAS current severe economic circumstances require the District, as well as all other governmental entities, to take measures to deal with significant loss of revenue while maintaining high levels of service to the public, and these circumstances have been discussed and explained fully and incorporated into all discussions with the ATU; and

WHEREAS the District had initially projected the deficit to be \$240 million over 4 years and has cut services, increased the fares, and proposed savings from changes in work rules and reductions in wages in order to cover the \$240 million deficit; and

WHEREAS the rate of the District's loss of revenue has substantially increased from the onset of negotiations in April to the present day, creating a projected 4 year deficit of \$310 million as compared with a \$240 million deficit projected at the beginning of the negotiations; and

WHEREAS the District informed ATU of the increase in the loss of revenue in June 2009, and the parties have thoroughly discussed and considered this issue during negotiations, including the District's urgent need to address the increasing revenue losses; and

WHEREAS the District has the obligation to bargain in good faith with the representative of its employees over wages, hours and working conditions and grievance procedures; and

WHEREAS this obligation provides that the District will not make any changes in existing wages, hours or working conditions without affording the ATU notice and the opportunity to bargain on those changes; and

WHEREAS the District has bargained in good faith with Amalgamated Transit Union, Local 1555 over the proposed changes in wages, hours and working conditions and grievance procedures over a period of over 4 months of numerous and extensive bargaining sessions; and

WHEREAS the District has been unable to reach agreement that has been ratified by the ATU membership despite extensive discussions with the ATU representatives and the exchange of detailed proposals and the justifications therefore; and

WHEREAS the District's representatives have made a Last, Best and Final Offer to ATU and the ATU has not agreed to the terms of that Last, Best and Final Offer.

WHEREAS the negotiations are at impasse after each party has had full opportunity to make proposals and explain its positions and offer and consider alternatives; and

NOW, THEREFORE, BE IT RESOLVED that the District hereby unilaterally implements the terms and conditions of its Last, Best and Final Offer, a summary of which is attached hereto as Exhibit A and incorporated herein by reference, to be effective as of the date of this Resolution, except as otherwise specifically referenced in the text of Exhibit A.

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Adopted \_\_\_\_\_

**BOARD IMPOSED EMPLOYMENT TERMS AND CONDITIONS FOR ATU 1555**  
**AUGUST 13, 2009**

**Summary of Key Contract Modifications Affecting Wages and Benefits**

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**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, less the employee and retiree contributions provided for in 5.2B. 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 employee's pay. See August 6, 2009 Tentative Agreement on Section 5.2.

**Retiree Medical:** RHBT/ARC savings resulting from Blue Shield Medical Cap (prorated by active employee headcount and based upon updated Keenan 7/15/09 study). Requires no action. Savings result from change to medical premiums.

**MPPP:** Eliminate District Contribution To MPPP. The District will cease payment of up to \$1,868.65 per ATU employee per year. To implement this provision, eliminate portions of Section 6.4 and other related sections.

**Convert Sick Leave Buy-Back to PERS Retirement Service Credit For Sick Leave:** Implement the August 5, 2009, Tentative Agreement to provide the Government Code Section 20965 option for service credit for unused sick leave.

**Compensation for Holiday Hours Worked:** Reduce labor costs by the equivalent of 24 straight time base pay hours for each full time ATU employee during 2009-2010 fiscal year. ATU employees will not be paid straight time holiday pay for each of the following holidays: New Year's Eve, Chinese New Year and/or Cinco de Mayo.

ATU employees who bid to work any of the above holidays shall otherwise be compensated in accordance with Section 27.4. Employees who do not work on any of the above holidays shall not receive holiday pay. To implement this provision, modify Sections S27.4 and S28.2 and other related sections.

**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 and prescription drug benefits covered under Section 5.2A. The District shall make a monthly payment of \$100.00 "in lieu of medical" to each eligible employee who opts out of 5.2A coverage. See August 6, 2009 Tentative Agreement.

**Employee PERS Pick-Up:** Effective October 1, 2009, ATU employees shall pay all 7% of the employee contribution. Revise Section 6.2.

## **Summary of Key Contract Modifications Affecting ATU Supplemental Provisions**

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Implement July 31, 2009 Tentative Agreements on Union Business Leave, Beneficial Past Practices, and Grievance Procedure. Implement Tentative Agreements on these issues.

Implement August 6, 2009, Tentative Agreement allowing the District to establish 4/10 work week shifts at all multi-centroid stations.

Implement August 6, 2009, Tentative Agreement on Section 13.4 to read, "Station Agent shift configurations may include report locations anywhere on the line. The District will limit report location spread on the bidded line to the extent practicable." Because shifts will not be bid until February 2010, this modification will be effective for the February 2010 bid. Delete Section 13.3B, and revise Section 13.4A to allow multi centroid lunch relief assignments in any station.

Implement August 4, 2009, Tentative Agreement on section 14.1 and August 6, 2009, Tentative Agreement on Section 44.10. Specifically, add the following language, "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 sixty (60) 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."