

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

**NOTICE OF SPECIAL MEETING AND AGENDA**  
**BOARD OF DIRECTORS**

December 11, 2014

9:00 a.m.

President Keller has called a Special Meeting of the Board of Directors on Thursday, December 11, 2014, at 9:00 a.m., in the BART Board Room, Kaiser Center 20<sup>th</sup> Street Mall – Third Floor, 344 – 20<sup>th</sup> Street, Oakland, California.

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

1. CALL TO ORDER

- A. Roll Call.
- B. Pledge of Allegiance.

2. A. Public Comment on Item 2-B only.

- B. CLOSED SESSION (Room 303, Board Conference Room)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Agency Negotiators: Directors Blalock, Keller, and Saltzman

Title: District Secretary

Gov't. Code Section: 54957

3. ADMINISTRATION ITEMS

Director Saltzman, Chairperson

- A. Public Comment on Item 3-B only.

- B. Side Letter of Agreement between San Francisco Bay Area Rapid Transit District and Amalgamated Transit Union, Local 1555: Train Operator Special Project Assignments.\* Board requested to authorize.

4. ENGINEERING AND OPERATIONS ITEMS

Director McPartland, Chairperson

- A. Public Comment on Item 4-B only.

- B. (CONTINUED from December 4, 2014, Board Meeting)  
Customer Communications during Major Service Disruptions and Improvement Initiatives.\* For information.

5. BOARD MATTERS

- A. Public Comment on Item 5-B only.

- B. Board of Directors Standing Committees: Consideration of Structure, Nature and Responsibilities, and Functions. For discussion and possible action. (Director Mallett's request.)

6. A. Public Comment on Item 6-B only.

B. CLOSED SESSION (Room 303, Board Conference Room)

CONFERENCE WITH LABOR NEGOTIATORS; PUBLIC  
EMPLOYEE PERFORMANCE EVALUATION

Agency Negotiators: Directors Blalock, Keller, and Saltzman

Titles: General Manager, General Counsel, Controller-Treasurer,  
District Secretary, and Independent Police Auditor

Gov't. Code Sections: 54957 and 54957.6

7. OPEN SESSION

A. Public Comment on Item 7-B only.

B. Compensation and Benefits for General Manager, General Counsel,  
Controller/Treasurer, District Secretary, and Independent Police Auditor.  
Board requested to authorize.

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

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



## EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Carla DelBande</i>		GENERAL MANAGER ACTION REQ'D:		
DATE: c <i>12/5/14</i>		BOARD INITIATED ITEM: No		
Originator/Prepared by: Carol Isen Dept: Employee Relations <i>Carol Isen</i> / <i>12/4/14</i>	General Counsel <i>MB</i> / <i>12/4/14</i>	Controller/Treasurer <i>[Signature]</i> / <i>[ ]</i>	District Secretary <i>[ ]</i>	BARC <i>[Signature]</i> / <i>12-4-14</i> / <i>[ ]</i>
Signature/Date: <i>ap</i> / <i>12/4/14</i>				

TITLE:

**Side Letter of Agreement between San Francisco Bay Area Rapid Transit District and Amalgamated Transit Union, Local 1555 Train Operator Special Project Assignments**

NARRATIVE:

**Side Letter of Agreement between San Francisco Bay Area Rapid Transit District & Amalgamated Transit Union, 1555**

**Train Operator Special Project Assignments**

### PURPOSE

To establish an ongoing program for dedicated Train Operator staffing of special projects such as testing of new and/or rehabilitated revenue vehicles and new rail extensions.

### DISCUSSION

Section 14.2 of the Collective Bargaining Agreement (CBA) between the District and the Amalgamated Transit Union, Local 1555 (ATU) provides a detailed method for determination of work assignments, in which employees can select reporting location and shift, based on seniority. Bids are held three times per year.

Because assignments for Train Operators are based on fixed locations and fixed shifts, the methodology described in the CBA Section 14.2 does not provide sufficient flexibility needed by the Transportation Division for testing of new vehicles and other special projects that arise with system expansion and vehicle and equipment changes. The Side Letter permits the Transportation Division to designate start times and locations based on the needs of each respective project, and may change staffing levels throughout a designated project and within any given work day or work week. Operators assigned to a project are expected to maintain levels of proficiency and attendance that meet the needs of the project.

Train Operators can secure assignment to projects through a newly created bidding system, that would be held concurrently with the existing bidding system.

Upon notice to the Union, the Transportation Division can post project based work opportunities, which can be introduced in any of the three per annum bidding cycles, and are available to

Train Operators in seniority order. Once assigned, the Train Operator cannot be bumped from the project by a more senior Train Operator, but can, with five days' written notice, return to the standard shift bidding described in the CBA Section 14.2.

The Side Letter of Agreement provides a ten percent premium above the base wage for Train Operators for all hours worked on the designed project.

### **FISCAL IMPACT**

If the Board adopts the Side Letter, the Transportation Division will post approximately four (4) project based assignment opportunities for pilot testing of new revenue vehicles. The anticipated cost for a partial year in fiscal year 2015 for four (4) Train Operators is approximately \$9,000, and will be paid for with capital funds. However, the cost is de minimis and will be offset by avoidance of much higher training costs, as the alternative is full compliance with the CBA section 14.2 (see discussion, below).

Future costs will vary based on the demands of the projects. In each instance, however, it is anticipated that the cost of premium payments is offset by the costs that would have been incurred if all Train Operators would have to be trained for special project assignments.

### **ALTERNATIVE**

To rely on section 14.2 for all assignments, which would require the Transportation Division to perform project based work under bidding rules that do not provide sufficient flexibility to meet program needs. It would require that the Transportation Division train all 400+ Train Operators for special projects duties and assign Operators to fixed shifts for special projects, whether the services were required only intermittently. This will increase costs and place restrictions on the efficient introduction of new revenue vehicles, system expansions and other special needs that arise from time to time.

### **RECOMMENDATION**

To adopt the Side Letter as attached.

### **MOTION**

That the General Manager is authorized to execute the Side Letter of Agreement with ATU, Local 1555 RE: Train Operator Special Assignments, providing for a system of bidding for special project assignments, and a ten percent premium payment above the Train Operator base rate for all hours worked while performing special project duties as assigned; and that the ATU, Local 1555 CBA be modified as specified herein.

Tentative Agreement

November 5, 2014

**SIDE LETTER OF AGREEMENT**

**Program for Dedicated Operators for Special Testing Projects**

This letter shall constitute a Side Letter of Agreement which has been reached by the District and Amalgamated Transit Union Local 1555 regarding Dedicated Operators for Special Testing Projects. The parties recognize that the District may, on occasion, have special testing projects ("Projects") (such as new/rehab rail car and extensions testing) for which they prefer dedicated operators with shifts and locations determined by the particular project. The following program shall be utilized for each separate Project.

The District may implement this program with notice to the Union. The notice shall be provided concurrent with the copy of the proposed system bid. The Notice shall include the name of the Project, the general scope of the work to be performed, the estimated duration, the estimated number of Operators required, the number of "Qualified Back-Up" Operators to be maintained and the designated Administrative Manager.

The parties agree that the program, as it relates to Train Operator assignments, shall be as follows:

1. Commencing with the regularly scheduled Train Operator bid prior to the implementation of a Project and continuing until completion of that Project, full time Train Operators may, in addition to their regular bid, bid for any designated Project during all sign-ups.
2. Assignments to the Project will be made exclusively from those who bid for the Project, based on seniority and the number of Train Operators required for the Project at the time. Train Operators currently in the Project shall not be "bumped" from the project by higher seniority Train Operators who bid for the Project on succeeding bids.
3. Train Operators who bid for but are not immediately assigned to a Project shall be placed on a back-up eligibility list and thereafter assigned, by seniority, as required by the Project and/or when a previously assigned Train Operator must be replaced. A Train Operator who is later assigned to a Project due to project requirements or as a replacement, who has more seniority than other Train Operators already in the project will not "bump" junior Train Operators from shifts they already fill until and unless a bid occurs within the project.  
  
Train Operators who bid a Project who refuse any assignment will be removed from that Project.
4. Train Operators, once assigned to a Project, shall pick their shift based on seniority at the time of the next sign-up. Shift sign-ups for the Project will be held concurrent with contractually required system and yard sign-ups, and as required by project staffing. The shifts shall be "as required" by the Project. Shift starting times and locations may be flexible. The Project work week shall consist of five (5) consecutive shifts of eight (8) consecutive

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hours of work within a seven (7) day period with Saturday and Sunday off. Train Operators shall be paid applicable shift premiums during a Project assignment.

Train Operators assigned to and who work on a Project shall receive ten percent (10%) per hour additional to his/her applicable rate of pay for such time worked on the project.

5. Train Operators who have been assigned to a Project but desire to return to their regular bid shift may do so with five (5) working day<sup>CF</sup> notice, in writing of such desire. Such notice is to be received by the Project Supervisor no later than the Monday prior to the Monday they desire to return to their regular bid shift. A copy shall be forwarded to ATU 1555 by the Project Supervisor.
6. While assigned to a Project, Train Operators may be returned to their regular bid shifts if there is no testing work to be done and they have been given sufficient rest prior to such return. They may choose to maintain their project RDOs for that week or, at their option, be paid sixth (6th) and/or seventh (7th) day pay, if applicable. They will be guaranteed forty (40) hours for the week. They may be returned to duty with the Project after they have been provided two (2) working days' notice by the designated Project Supervisor.
7. Train Operators assigned to the Program are expected to maintain a proficiency and attendance level that will not adversely impact the Project. Train Operators must be proficient in trouble-shooting train problems and completing records and logs concerning the testing. Project Train Operators shall, in addition to calling the Crew Office when reporting their absences, call the project supervisor and provide an estimated return date. If performance and/or attendance falls below the standards expected, a joint management/Union meeting shall be held before a decision to remove or retain the Train Operators in the project is made by the Administrative Manager. If a Train Operator does not continue to meet testing project standards, that operator may be returned to his/her regular bid shift by the Administrative Manager after giving him/her five (5) working days' notice.
8. Train Operator(s) leaving a Project shall be replaced by the next most senior operator(s) on the back-up eligibility list.
9. If the day's testing is complete or the Transportation Department does not require any Operators for that day, Train Operators on a Project scheduled to work at the Hayward Test Track may be assigned to Hayward Yard train operations, in the same manner as the Test Track operator, i.e., not to be used for mainline service unless all other alternatives have been exhausted. Such assignment shall not be used to circumvent any vacancy filling procedures which would be otherwise required. The parties may mutually agree to other alternate assignments as appropriate for other Projects.

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10. Overtime:

- A. Train Operators may apply for overtime not involving the Project through their home yard.
- B. Train Operators assigned to the Project, "Qualified back-up List" Train Operators and other Train Operators qualified in the Project desiring to work overtime in the Project shall call their home yard TAS no later than 1300 hours on Wednesday. The home yard TAS shall forward the overtime request forms and the requestor's cumulative RDO overtime hours to the Crew Office who shall integrate the requests into separate lists for each day of the following week. Copies of the integrated lists shall be posted in each report location by 1300 hours on Thursday. The overtime list shall become effective 0001 hours on the succeeding Friday and terminate 2400 hours each Thursday.
- C. Project RDO (Regular Day Off) overtime lists shall be maintained by the Crew Office.
- D. The overtime lists shall be prepared in the following sequence:
  1. Operators assigned to the Project, by seniority and total accumulated RDO hours worked.
  2. Operators on the "Qualified Back-Up List," by seniority and total accumulated RDO hours worked.
  3. Other operators not in the Program or on the "Qualified Back-Up List" but who are qualified for the Project, by seniority and accumulated RDO hours worked. (This provision is not applicable to those Train Operators removed pursuant to Paragraph 7.)
- E. Procedures for filling one day vacancies and/or overtime in excess of four (4) hours in this Program are as follows:
  1. Project RDO overtime using the Project RDO overtime list.
  2. Voluntary shift extension in seniority order.
  3. Voluntary early call-in in seniority order.
  4. Polling, in seniority order, qualified Train Operators not on an RDO. The Train Operator and his/her immediate supervisor must agree and the eleven (11) hour required rest must be observed. Train Operators shall be "made whole" if the eleven (11) hours rest period and/or the twelve (12) hours work rule would be exceeded. Train Operators shall not be allowed to work more than twelve (12) hours.
  5. Inverse seniority assignment of operators currently in the project.

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6. Incidental overtime (overtime of 4 hours or less) will be filled first by voluntary shift extensions, then early starts, and lastly by inverse seniority order assignment if necessary.
- F. Procedures for filling holiday overtime in this program shall be as follows:
1. All Train Operators currently qualified in a Project may submit a proxy bid for holiday work in the project in addition to a holiday bid in their home yard. Proxies for holiday work in the Project must be submitted to their home yard TAS prior to 1300 on the Wednesday prior to the normally scheduled holiday bid. The TAS will forward proxies to the Crew Office for compilation.
  2. Train Operators currently assigned to the Project shall be polled for their choice of Project holiday work in seniority order.
  3. Holiday work not selected by Train Operators assigned to the Project shall be awarded to project Train Operators on the "Qualified Back-Up List" in seniority order.
  4. In the event all holiday work in the project is not filled pursuant to paragraph 10.F 1, 2, and 3 above, the Train Operators currently assigned to the Program shall be assigned in inverse seniority order.
  5. Holiday shifts for each Project shall be posted in each bid location currently with the normal holiday bid posting.
  6. All Project holiday bid results shall be posted on the Wednesday prior to home yard holiday bid results.
- G. BART shall maintain a "Qualified Back-Up List" of a designated number of qualified Train Operators for each Project.
- H. At no time shall Train Operators accept overtime outside of the testing project that will make them ineligible to work their scheduled shift in the testing program.
11. When applicable, Train Operators in a Project shall be offered assignment to the Training Division to train other Train Operators to operate on the extension, the new equipment and/or revenue-ready rail cars. In such cases, Train Operators shall be temporary Employee Development Specialists (EDS) and be paid at the applicable EDS rate but shall not receive the Project (additional 10%) pay. This temporary assignment shall be for no more than six (6) consecutive months. In the event there is still a requirement for training and no qualified Train Operators are available, the District and the Union will meet and mutually agree to a resolution which will not interfere with completion of the training. A meeting between the District and the Union shall be held five months after the commencement of training to evaluate the need for continued training. Selection for this temporary training position shall be by special posting and only those applicants who are qualified by virtue of

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their present and/or prior qualification in the project shall be considered. Final selection shall be made by the designated administrative manager. This provision shall not circumvent the regular 'Train the Trainer' practice for permanent EDSs.

12. Train Operators, when initially assigned to a Project, shall be given the opportunity to take Saturday and Sunday off immediately prior to reporting for the Project assignment or, at their option, be paid sixth (6th) and/or seventh (7th) day pay, if applicable.
13. Administrative matters for each project shall be handled by the Administrative Manager.

The parties agree that this Side Letter of Agreement shall be valid until June 30, 2017.

Tentative Agreement

It is expressly agreed and understood that this side letter and the provisions contained therein is subject to ratification by ATU Division 1555 members and by the BART Board of Directors and shall have become operative only upon ratifications by both.

Carol E 12/2/14

For the District

Carol Eisen for Ericka Mitchell

Chris Finn 12/2/14

For the Union

Chris Finn