

Preamble

December 20, 2013

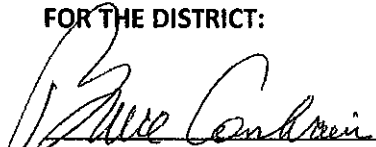
The District agrees to recommend to its Board the ratification of the total package previously agreed upon, expressly omitting section 4.8 but including the attached tentative agreements, as modified by the District and the Letter of Understanding, as modified by the District.

The District agrees that it will present the contract package for ratification by its Board as soon as is practicable and that such ratification shall occur before the Unions' ratification vote. The Unions shall recommend ratification to the Board and its Union members. The District shall allow the Union bargaining teams one (1) week of paid release time for ratification.


Upon ratification the parties shall meet to resolve all current unfair labor practices litigation now pending before the Alameda Superior Court.


FOR THE DISTRICT:

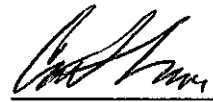
FOR SEIU:

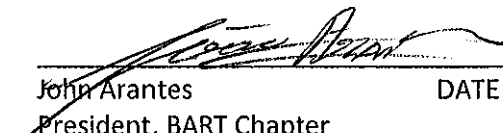
  
Bruce Conhain  
Chief Negotiator  
12/21/13  
DATE

  
Josie Mooney  
Chief Negotiator  
12-21-13  
DATE

  
Paul Oversier  
Assistant General Manager of Operations  
12/21/13  
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Leah Berlanga  
Chief Negotiator  
12-21-13  
DATE

  
Carter Mau  
Assistant General Manager, Administration & Budgets  
12/21/13  
DATE

  
John Arantes  
President, BART Chapter  
12-21-13  
DATE

  
Deslar Patten  
President, BART Professional Chapter  
12/21/13  
DATE

FOR ATU:

  
Antonette Bryant  
President/Business Agent, ATU Local 1555  
21 Dec 2013  
DATE





**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
ATU/LOCAL 1555 and SEIU/LOCAL 1021 GENERAL NEGOTIATIONS  
TENTATIVE AGREEMENT – 6.6 Additional PERS Option  
December 20, 2013**

The San Francisco Bay Area Rapid Transit District ("BART") and SEIU/Local 1021 ("SEIU"), and ATU/Local 1555 ("ATU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership, ATU membership and the BART Board of Directors.

The parties agree to revise Section 6.6 as follows:


**6.6 ADDITIONAL PERS OPTION**


The District will amend its PERS contract to permit employees to purchase the following service credit options: Public Service Credit for California Senate Fellows, Assembly Fellowship, Executive Fellowship, or Judicial Administration Fellowship Programs; Public Service Credit for Periods of Layoff; Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service; and up to four (4) years of service credit for any continuous active military service prior to employment with BART pursuant to Government Code Section 20930.3. The employee will bear all costs for these PERS options.

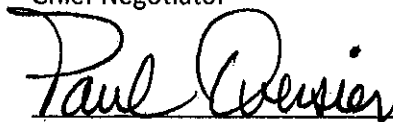
If PERS does not offer Long Term Care Insurance, the District shall provide employees with an option to purchase, at employees' expense, Long Term Care Insurance outside of PERS.


**FOR THE DISTRICT:**

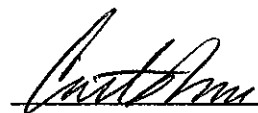
**FOR SEIU:**

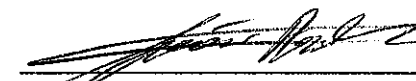
  
Bruce Conhain 12/21/13  
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Chief Negotiator

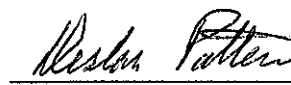
  
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Paul Oversier 12/21/13  
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Assistant General Manager of Operations

  
Leah Berlanga 12-21-13  
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Carter Mau 12/21/13  
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Assistant General Manager, Administration & Budgets

  
John Arantes 12-21-13  
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President, BART Chapter

  
Deslar Patten 12/21/13  
DATE  
President, BART Professional Chapter

FOR ATU:

*Antonette C. Bryant* <sup>21 dec</sup>  
Antonette Bryant <sub>2013</sub> DATE  
President/Business Agent, ATU Local 1555

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
ATU/LOCAL 1555 and SEIU/LOCAL 1021 GENERAL NEGOTIATIONS  
TENTATIVE AGREEMENT – SECTION 9.1 F  
December 20, 2013**

The San Francisco Bay Area Rapid Transit District ("BART") and SEIU/Local 1021 ("SEIU"), and ATU/Local 1555 ("ATU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership, ATU membership and the BART Board of Directors.

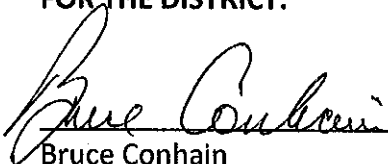
The parties agree to revise Section 9.1 F as follows:  
Section 9.1 Sick Leave – F.

FMLA/CFRA

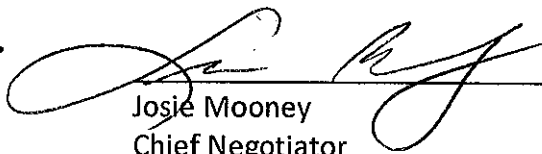
An employee on FMLA/CFRA qualifying leave may elect to use any accumulated leave as may be permitted by Federal and State law and regulations (i.e. sick leave, vacation, floating holidays or compensatory leave) or elect to take the leave unpaid in any order and at the employee's discretion. Employees who would otherwise qualify for short term disability while on FMLA /CFRA leave will not qualify for that disability until all of the employee's sick leave is exhausted.

**FOR THE DISTRICT:**


**FOR SEIU:**

  
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Paul Oversier  
Assistant General Manager of Operations

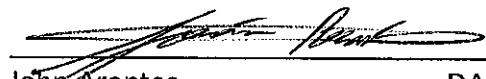
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Deslar Patten

12/20/13  
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President, BART Professional Chapter

**FOR ATU:**

*Antonette C. Bryant* <sup>21 dec</sup>  
\_\_\_\_\_<sub>2013</sub>  
Antonette Bryant      DATE  
President/Business Agent, ATU Local 1555

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
SEIU/LOCAL 1021 SUPPLEMENTAL NEGOTIATIONS  
TENTATIVE AGREEMENT – 17.5 Training Schedule  
December 20, 2013**

The San Francisco Bay Area Rapid Transit District ("BART") and SEIU/Local 1021 ("SEIU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership and the BART Board of Directors.

The parties agree to revise Section 17.5 as follows:

**17.5 TRAINING SCHEDULING**

The District will assign employees to attend training classes, providing a sufficient number of volunteers are unavailable subject to departmental or section scheduling.

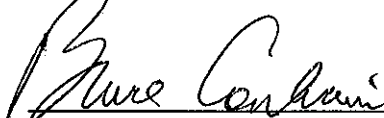
When Training classes are of a duration of one (1) week or more, the employee will have two (2) RDOs on the days immediately following that training week.

If, as a result of the training schedule, an employee who ordinarily works a 5/8 schedule is required to work more than five (5) consecutive days, then such an employee shall be eligible for overtime as specified in Section 14.1 on the sixth and seventh consecutive day worked. If, as a result of the training schedule, an employee who ordinarily works a 4/10 schedule is required to work more than four (4) consecutive days, then such employee shall be eligible for overtime as specified in Section 14.1 on the fifth and sixth consecutive day. Employees who are ordinarily on a 4/10 schedule shall not receive overtime pay for more than two days during the training week. Employees in training shall continue to receive any shift differential, for which the employee is ordinarily entitled to receive in accordance with Section 14.2.

A training week for purpose of this Section shall consist of five (5) consecutive days.

**FOR THE DISTRICT:**

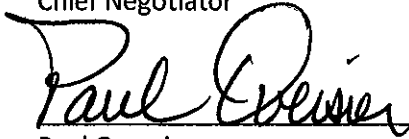
**FOR SEIU:**

  
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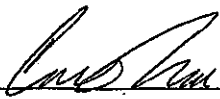
  
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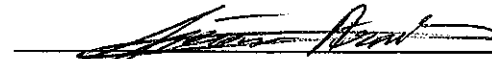




12/21/13

Carter Mau  
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12-21-13

John Avantes  
President, BART Chapter

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Deslar Patten  
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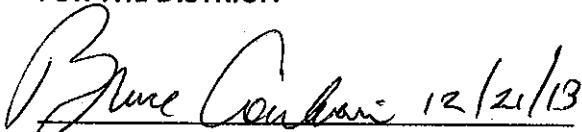
December 20, 2013, Letter of Understanding

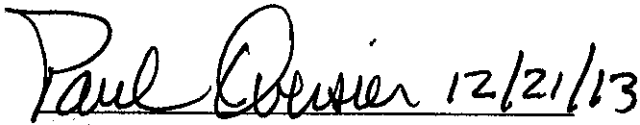
RE: Employee Breakrooms

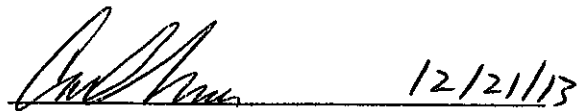
The District and ATU agree as follows:

The District will immediately begin the process of constructing break rooms in Daly City and Millbrae specifically for station agents and will construct a break room at West Oakland. It is mutually understood that this construction shall take priority over but not replace those projects already scheduled. The parties each expressly reserve their rights and positions regarding pending break room grievances.


FOR THE DISTRICT:

  
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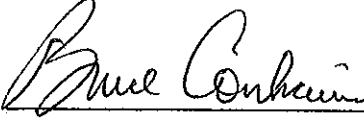
**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
ATU/LOCAL 1555 and SEIU/LOCAL 1021 GENERAL NEGOTIATIONS  
TENTATIVE AGREEMENT – Flexible Spending Accounts  
December 20, 2013**

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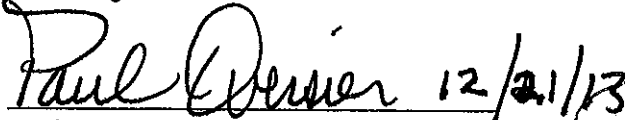
The parties agree to revise sideletters ATU/SL 9-4 and SEIU 6-7 as follows:

During the 2013 successor agreement bargaining the parties agree that the District shall provide the maximum carryover amount permitted under IRS guidelines.


**FOR THE DISTRICT:**

  
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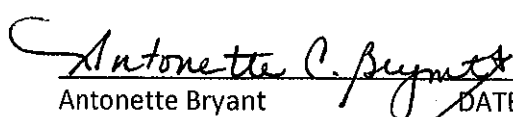
  
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