

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**  
**AFSCME TENTATIVE COMPREHENSIVE AGREEMENT**

**CONTRACT EXTENSION**

**April 7, 2016**

The San Francisco Bay Area Rapid Transit District ("BART") and the American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement for an extension of the current contract, which is currently set to expire on June 30, 2017, to June 30, 2021 as specified herein. The parties agree that final approval of the terms set forth herein is subject to ratification by AFSCME membership and the BART Board of Directors.

BART and AFSCME agree that the terms and conditions of the labor agreement between them which is currently set to expire effective June 30, 2017, shall be extended to June 30, 2021.

All terms and conditions of the Agreement shall remain unchanged during the extended term with the following exceptions:

Section 1 – Shall be revised to reflect the new termination date, June 30, 2021;

Section 33 - Shall be revised to reflect the \$37 premium increase for an additional four (4) years;

Sections 25 and 39 - The Parties agree, under certain terms and conditions, to negotiate modifications to these provisions;

Section 35- Section 2a shall be revised to reflect the applicable accrual and election periods from 2018 – 2021;

Section 47.3 – Shall be revised to reflect that all annual pay progression increases shall be delayed for six (six) months, from June to January;

Section 47.8 - Shall be revised to reflect a 2.5% salary increase effective 7/1/17, a 2.5% salary increase effective 7/1/18, a 2.75% salary increase effective 7/1/19 and a 2.75% salary increase effective 7/1/20;

Section 47.9 - Minute Clarification, shall be revised to reflect the Average Weekday Ridership and Core System % Growth over prior year as reflected in the Adopted SRTP, October 2014 for FYs 18, 19, 20 and 21.

In addition to the above, the Parties further agree to the following:

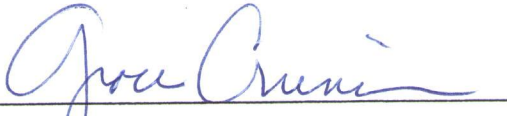
Any and all provisions including the provisions of section 47.1(C), which require BART to perform salary surveys, shall be suspended upon ratification of this extension; however, upon request by the Union, BART may agree to perform a salary survey. Nothing herein shall preclude BART from reviewing pay rates and the salary structure for any BART position including those represented by AFSCME.

Upon ratification of this extension, the Contract shall be amended, as required, to reflect that all Pay Bands (including but not limited to all quartiles and all minimum and maximum salary ranges) for AFSCME members are increased and shall in the future be increased by the amount of all contractual raises, including those specified in Sections 47.8 and 47.3. It is further agreed that the adjustment of those pay bands as set forth herein shall, and is expressly intended to, eliminate redlining and that all redlining language throughout the Agreement shall be deleted.

Within sixty (60) days following the adoption of a new Classification and Compensation Plan with respect to BART's non-represented employees, the Parties shall negotiate regarding options to convert AFSCME's pay progression plan to a step based pay plan.

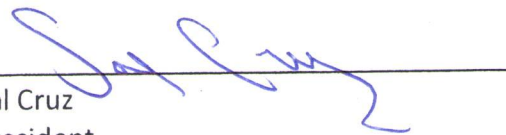
All other terms and conditions shall remain unchanged except to the extent that such terms and conditions may be modified by operation of state or federal law.

**FOR THE DISTRICT**



Grace Crunican  
General Manager

**FOR AFSCME**

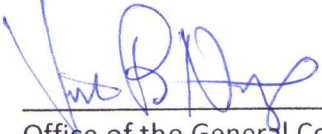


Sal Cruz  
President



Carol Isen  
Chief Labor Relations Officer

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to be 'Victoria R. Nuetzel', written over a horizontal line.

Office of the General Counsel  
by Victoria R. Nuetzel