

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

BOARD MEETING AGENDA

March 22, 2018

9:00 a.m.

A regular meeting of the Board of Directors will be held at 9:00 a.m. on Thursday, March 22, 2018, in the BART Board Room, Kaiser Center 20th Street Mall – Third Floor, 2040 Webster Street, Oakland, California.

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 Public Comment.

Any action requiring more than a majority vote for passage will be so noted.

Items placed under “consent calendar” are considered routine and will be received, enacted, approved, or adopted by one motion unless a request for removal for discussion or explanation is received from a Director or from a member of the audience.

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

BART provides service/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 Board meetings, depending on the service requested. Please contact the Office of the District Secretary at 510-464-6083 for information.

Rules governing the participation of the public at meetings of the Board of Directors and Standing Committees are available for review on the District's website (<http://www.bart.gov/about/bod>), in the BART Board Room, and upon request, in person or via mail.

Meeting notices and agendas are available for review on the District's website (<http://www.bart.gov/about/bod/meetings.aspx>), and via email (https://public.govdelivery.com/accounts/CATRANBART/subscriber/new?topic_id=CATRANBART_1904) or via regular mail upon request submitted to the District Secretary. Complete agenda packets (in PDF format) are available for review on the District's website no later than 48 hours in advance of the meeting.

Please submit your requests to the District Secretary via email to BoardofDirectors@bart.gov; in person or U.S. mail at 300 Lakeside Drive, 23rd Floor, Oakland, CA 94612; fax 510-464-6011; or telephone 510-464-6083.

Patricia K. Williams
Interim District Secretary

Please note:
Although the address of the Board Room has changed, it is still in the same location.

Regular Meeting of the
BOARD OF DIRECTORS

The purpose of the 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.
- C. Introduction of Special Guests.

2. CONSENT CALENDAR

- A. Approval of Minutes of the Meeting of March 8, 2018.* Board requested to authorize.

- B. Side Letters of Agreement.*
 - a. American Federation of State, County, and Municipal Employees (eBART), Local 3993, SL 17-01, Clarification of Special Pay Provisions
 - b. American Federation of State, County, and Municipal Employees, Local 3993, SL 18-01, Contract Reorganization, Modification of Disciplinary Procedures, Clarification of Special Pay Provisions, and Special Provisions for Operations Supervisor Liaison
 - c. Amalgamated Transit Union, Local 1555, SL 17-02, Clarification of Special Pay Provisions
 - d. BART Police Managers' Association SL 1-17 Clarification of Special Pay Provisions
 - e. BART Police Officers' Association SL 2-17 Clarification of Special Pay Provisions
 - f. Service Employees International Union, Local 1021, SL 18-01 Clarification of Special Pay Provisions
 - g. Service Employees International Union (eBART), Local 1021, SL 18-01 Clarification of Special Pay ProvisionsBoard requested to authorize.

- C. Resolution Authorizing Execution of the Additional Rail Cars Project Application for the Fiscal Year 2018 Low Carbon Transit Operations Program (LCTOP).* Board requested to adopt.

3. PUBLIC COMMENT – 15 Minutes

(An opportunity for members of the public to address the Board of Directors on matters under their jurisdiction and not on the agenda. An additional period for Public Comment is provided at the end of the Meeting.)

4. ADMINISTRATION ITEMS

Director Allen, Chairperson

- A. Financial Outlook for Fiscal Year 2019.* For information.

5. ENGINEERING AND OPERATIONS ITEMS

Director Simon, Chairperson

- A. Award of Invitation for Bid No. 9041, C55 Interlocking.* Board requested to authorize.
- B. Santa Clara County BART Extension: Update on Phase I and Phase II.* For information.
- C. Station Wayfinding Signage/Real-time Display Improvement Update.* For information.
- D. Service Plan for Transbay Tube Earthquake Safety Project.* For information.
- E. Officer-Involved Shooting: Process and Update.* For information.

6. PLANNING, PUBLIC AFFAIRS, ACCESS, AND LEGISLATION ITEMS

Director Blalock, Chairperson

- A. Authorize Payment to Scoop Technologies for Federal Transit Administration Grant.* Board requested to authorize.
- B. Station Access Program Update.* For information.
- C. Bicycle Program Update.* For information.

7. GENERAL MANAGER'S REPORT

- A. Report of Activities, including Updates of Operational, Administrative, and Roll Call for Introductions Items.

8. CONTROLLER/TREASURER'S REPORT

- A. Quarterly Report of the Controller/Treasurer for the Period Ending December 31, 2017.* For information.

9. BOARD MATTERS

- A. Board Member Reports.
(Board member reports as required by Government Code Section 53232.3(d) are available through the Office of the District Secretary. An opportunity for Board members to report on their District activities and observations since last Board Meeting.)
- B. Roll Call for Introductions.
(An opportunity for Board members to introduce a matter for consideration at a future Committee or Board Meeting or to request District staff to prepare items or reports.)
- C. In Memoriam.
(An opportunity for Board members to introduce individuals to be commemorated.)

10. PUBLIC COMMENT

(An opportunity for members of the public to address the Board of Directors on matters under their jurisdiction and not on the agenda.)

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

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Transmart vs. BART
Case No.: Alameda Superior Court Case No. RG 17853926
Government Code Section: 54956.9(a)

B. CONFERENCE WITH LABOR NEGOTIATORS:

Designated representatives: Grace Crunican, General Manager; Michael Jones, Assistant General Manager, Administration; and Martin Gran, Chief Employee Relations Officer
Employee Organizations: (1) Amalgamated Transit Union, Local 1555;
(2) American Federation of State, County and Municipal Employees, Local 3993;
(3) BART Police Officers Association;
(4) BART Police Managers Association;
(5) Service Employees International Union, Local 1021; and
(6) Service Employees International Union, Local 1021, BART Professional Chapter
(7) Unrepresented employees (Positions: all)
Government Code Section: 54957.6

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: General Manager
Government Code Section: 54957

D. PUBLIC EMPLOYEE EMPLOYMENT

Title: District Secretary
Government Code Section: 54957(b)(1)

E. CONFERENCE WITH NEGOTIATORS

Designated Representatives: Directors Keller, Raburn, and Simon
Title: District Secretary
Government Code Section: 54957.6

12. OPEN SESSION

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

Board of Directors
Minutes of the 1,809th Meeting
March 8, 2018

A regular meeting of the Board of Directors was held March 8, 2018, convening at 9:00 a.m. in the Board Room, 344 20th Street, Oakland, California. President Raburn presided; Patricia K. Williams, Interim District Secretary.

Directors present: Directors Allen, Blalock, Dufty, Keller, McPartland, Saltzman, Simon and Raburn.

Absent: None. Director Josefowitz entered the Meeting later.

Consent Calendar items brought before the Board were:

1. Approval of Minutes of the Meeting of February 22, 2018.
2. District Base Pay Schedule.
3. Recruitment and Relocation for the Positions of Chief Procurement Officer, Chief Performance and Audit Officer, and Assistant General Manager, Performance and Budget.
4. 2018 Organization of Committees and Special Appointments Revision.

Consent Calendar report brought before the Board was:

1. Fiscal Year 2018 Second Quarter Financial Report.

Director Saltzman made the following motions as a unit. Director Blalock seconded the motions, which carried by unanimous electronic vote. Ayes – 8: Directors Allen, Blalock, Dufty, Keller, McPartland, Saltzman, Simon, and Raburn. Noes - 0. Absent – 1: Director Josefowitz.

1. That the Minutes of the Meeting of February 22, 2018, be approved.
2. That the Board approve the base pay schedule in effect January 1, 2018.
3. That the General Manager or her designee be authorized, in conformance with established District procedures governing the use of executive search services, to identify suitable candidates both inside and outside of California for the positions of Chief Procurement Officer, Chief Performance and Audit Officer, and Assistant General Manager, Performance and Budget; and that the General Manager be authorized to enter into a relocation agreement, if necessary, in an amount not to exceed

\$18,000 for each position, in accordance with Management Procedure No. 70, New Employee Relocation Expense Reimbursement.

4. That the Board ratify the appointment of Director Bevan Dufty to the Oversight Board to Successor Agency of San Francisco Redevelopment Agency.

President Raburn called for Public Comment.

Clarence Fischer addressed the Board.

Director Josefowitz entered the meeting.

The following individuals addressed the Board.

Deana Abello
James Burch
Antonette Bryant
Afiyah Chambers
Yolanda Banks Reed
Cat Brooks
Nailah Watkins
Cephus Johnson
Rashida Reed
Lonnie Monroe
Jayvon Muhammad
Roland Lebrun
Beatrice Muhammed
Asale Chandler
K. LeMon
Abayomi Jones
Karim Mayfield

Director Simon requested the following as an item under Roll Call for Introductions: That staff prepare a comprehensive report on the status of the investigation of the officer-involved shooting of Mr. Tindle, to include a synopsis of what has occurred in the investigation so far and what is anticipated to occur, process wise, in the future, what parties are involved in the investigation and what role does each involved party play. We know that timelines are hard to predict, but it would be helpful to be given an idea on how long each phase may take. Maybe the involved agencies can help you with timelines. Also, please provide a description of the process San Francisco uses to connect with the community after an officer-involved shooting.

Director Dufty seconded the request adding that the item should be agendaized at the next meeting.

President Raburn announced that the order of agenda items would be changed, and that the Board would enter into closed session under Item 10-A (Conference with Legal Counsel), and that the Board would reconvene in open session at the conclusion of the closed session.

The Board Meeting recessed at 10:33 a.m.

The Board Meeting reconvened in closed session at 10:38 a.m.

Directors present: Directors Blalock, Josefowitz, Keller, McPartland, Saltzman, Simon and Raburn.

Absent: None. Directors Allen and Dufty entered the Meeting later.

Director Allen entered the Meeting.

Director Dufty entered the Meeting.

The Board Meeting recessed at 10:54 a.m.

The Board Meeting reconvened in open session at 10:56 a.m.

Directors present: Directors Allen, Blalock, Dufty, Josefowitz, Keller, McPartland, Saltzman, Simon and Raburn.

Absent: None.

President Raburn announced that the Board had concluded its discussion of Item 10A of the Regular Meeting Agenda and that there was nothing to report.

Director Allen, Chairperson of the Administration Committee, had no report.

Director Simon, Chairperson of the Engineering and Operations Committee, brought the matter of Award of Contract No. 01RQ-150, Construction of Hayward Maintenance Complex Central Warehouse, before the Board. Mr. Paul Oversier, Assistant General Manager, Operations, and Mr. Thomas Horton, Group Manager, Hayward Maintenance Complex, presented the item. The item was discussed. Director McPartland moved that the General Manager be authorized to award Contract No. 01RQ-150, for construction of the Hayward Maintenance Complex Project, Central Warehouse, to Clark Construction Group – California, LP, for the total Bid price of \$49,838,100.00, pursuant to notification to be issued by the General Manager, subject to the District's protest procedures and Federal Transit Administration's requirements related to protests. Director Blalock seconded the motion, which carried by unanimous electronic vote. Ayes - 9: Directors Allen, Blalock, Dufty, Josefowitz, Keller, McPartland, Saltzman, Simon, and Raburn. Noes - 0.

Director Simon brought the matter of Agreement with BlackBox Network Services for Telecommunications Systems Maintenance before the Board. Mr. Randall Radford, Superintendent, Systems Maintenance, presented the item. The item was discussed. Director

Blalock moved that the General Manager be authorized to execute a 3-year agreement with BlackBox Network Services to provide Telecommunications Systems Maintenance services and equipment, and at her discretion, to exercise the option to renew for two additional one-year terms, for a total not to exceed price of \$1,100,000.00. Director Raburn seconded the motion, which carried by unanimous acclamation. Ayes - 9: Directors Allen, Blalock, Dufty, Josefowitz, Keller, McPartland, Saltzman, Simon, and Raburn. Noes - 0.

Director Simon brought the matter of Santa Clara County BART Extension: Update on Phase I and Phase II, before the Board. Mr. Robert Mitroff, Chief Planning and Development Officer; Ms. Tamar Allen, Chief Maintenance and Engineering Officer; Mr. Oversier; and Mr. Barney Smits, Project Manager, Maintenance and Engineering, presented the item. The item was discussed.

Roland LeBrun addressed the Board.

President Raburn announced that the Board will recess until 1:10 p.m.

The Board Meeting recessed at 12:41 p.m.

The Board Meeting reconvened at 1:10 p.m.

Directors present: Directors Allen, Blalock, Dufty, Josefowitz, Keller, McPartland, Saltzman, Simon and Raburn.

Absent: None.

Director Blalock, Chairperson of the Planning, Public Affairs, Access, and Legislation Committee, brought the matter of State and Federal Legislative Update before the Board.

John Marchand addressed the Board.

Mr. Carl Holmes, Assistant General Manager, Planning, Development, and Construction; Ms. Kerry Hamill, Assistant General Manager, External Affairs; Ms. Amanda Cruz, Program Manager of Government Relations and Legislative Affairs; and Mr. Tim Schott and Mr. Jim Lites, Schott and Associates, presented the item. The item was discussed.

The following individuals addressed the Board.

Joshua Davis
Rob Stoker
David Zisser
Peter Mui
Bob Vinn
Garrett Christensen
Joel Ramos

Discussion continued. Director Saltzman moved that the Board of Directors support Proposition 69 - Motor vehicle fees and taxes; restriction of expenditures: appropriations limit; Assembly Bill (AB) 2304 (Holden) - Transit pass programs: status report; Senate Bill (SB) 1185 (Hill) – Firearms: law enforcement agencies: firearm accounting; and SB 831 (Wieckowski) - Land use: accessory dwelling units. Director Simon seconded the motion, which carried by unanimous electronic vote. Ayes – 9: Directors Allen, Blalock, Dufty, Josefowitz, Keller, McPartland, Saltzman, Simon, and Raburn. Noes – 0.

Director Josefowitz moved that the Board of Directors adopt a position of neutral on AB 2923 (Chiu and Grayson) – San Francisco Bay Area Rapid Transit District: transit-oriented development, and work closely with the authors to express the concerns of the Board. Director Simon seconded the motion. Discussion continued.

Director Dufty made a substitute motion to support both SB 827 (Wiener) – Planning and zoning; transit – rich housing bonus, and AB 2923. Director Raburn seconded the motion.

Director Dufty amended the substitute motion to vote on Bills SB 827 and AB 2923 separately. Director Raburn accepted the amendment.

Director Dufty moved the Board adopt a support position on SB 827, working with the authors to address the concerns of the Board related to tenant protections, affordability, labor provisions, incentives for developers, and prevailing wages. Director Raburn seconded the motion. The motion carried by electronic vote. Ayes – 5: Directors Dufty, Josefowitz, Saltzman, Simon, and Raburn. Noes – 4: Directors Allen, Blalock, Keller and McPartland.

Director Josefowitz moved that the Board adopt a position of neutral on AB 2923 and directed staff to work with the authors to understand the requirements that would be placed on the District and what the bill would deliver.

President Raburn made a substitute motion that the Board adopt a position of support on AB 2923. The substitute motion died for lack of a second.

Returning to the original motion, Director Keller requested the motion be amended to include direction to staff to work with the legislators to identify possible funding sources for subsidies to build housing in areas where the market does not currently support market rate housing. Director Josefowitz accepted the amendment. Directors Simon and Saltzman seconded the motion, which carried by electronic vote. Ayes – 7: Directors Blalock, Dufty, Josefowitz, Keller, Saltzman, Simon, and Raburn. Noes – 2: Directors Allen and McPartland.

Director Blalock brought the matter of Change Orders to State and Federal Legislative Advocacy Agreements for Extension of Time before the Board. Director Saltzman moved that the General Manager or her designee be authorized to execute the following change orders: a two-year extension to Agreement No. 6M7152, with Schott & Associates, for State legislative advocacy services, to April 1, 2020, for a total cost not to exceed \$287,498.25; and a two-year extension of Agreement No. 6M7153, with CJ Lake, LLC, for Federal legislative advocacy services, to April 1, 2020, for a total cost not to exceed \$504,000.00. President Raburn seconded the motion, which carried by unanimous electronic vote. Ayes – 9: Directors Allen, Blalock, Dufty, Josefowitz, Keller, McPartland, Saltzman, Simon, and Raburn. Noes – 0.

Director Blalock brought the matter of Proposed BART Extension to Livermore Update before the Board. Mr. Holmes; Mr. Val Menotti, Chief Planning and Development Officer; and Mr. Andrew Tang, Principal Planner, presented the item. The item was discussed.

The following individuals addressed the Board:

Robert S. Allen
Van Rainey
Marianne Payne
Joel Ramos

Director Simon, Chairperson of the Engineering and Operations Committee, brought the matter of the Quarterly Performance Report before the Board. Mr. Oversier and Chief of Police Carlos Rojas presented the item. The item was discussed.

President Raburn announced that the closed sessions for Item 10-B (Conference with Labor Negotiators), Item 10-C (Public Employee Employment), and Item 10-D (Conference with Negotiators) would be continued to a future meeting.

President Raburn called for the General Manager's Report.

General Manager Grace Crunican reported on steps she had taken and activities and meetings she had participated in, ridership, upcoming events, and outstanding Roll Call for Introductions items.

President Raburn brought the matter of Ratification of 39 Recommendations for Improvement to the BART Police Oversight Structure before the Board. Mr. Russell Bloom, Independent Police Auditor; Chief Rojas, and Ms. Crunican presented the item. The item was discussed. Director Keller moved that the Board of Directors ratify the acceptance, and implementation as practical by the BART Office of the Independent Police Auditor of the 39 recommendations listed that were submitted by the OIR Group in its Independent Review of the BART Police Oversight Structure dated June 2017 with an Addendum dated July 2017. Director Saltzman seconded the motion, which carried by unanimous electronic vote. Ayes – 9: Directors Allen, Blalock, Dufty, Josefowitz, Keller, McPartland, Saltzman, Simon, and Raburn. Noes – 0. (The numbers of the 39 recommendations are attached and hereby made a part of these Minutes.)

President Raburn called for Board Member Reports, Roll Call for Introductions, and In Memoriam.

President Raburn reported he had attended the groundbreaking of Casa Arabella at the Fruitvale Station.

Director Blalock reported he had attended the Southbay Engineers Club meeting.

Director Dufty thanked Molly Burke for facilitating a meeting he and Director Josefowitz had attended with the Hotel Council of San Francisco.

Director Dufty requested on behalf of himself and Director Simon that the Meeting be adjourned in honor of Elliana Marie Newlin.

President Raburn called for Public Comment. No comments were received.

The Meeting was adjourned at 4:49 p.m. in memory of Elliana Marie Newlin.

Patricia K. Williams
Interim District Secretary

**RATIFICATION OF 39 RECOMMENDATIONS FOR IMPROVEMENT TO THE BART
POLICE OVERSIGHT STRUCTURE**

MOTION:

That the Board of Directors ratifies the acceptance, adoption, and implementation as practical by the BART Office of the Independent Police Auditor of the 39 recommendations listed below that were submitted by the OIR Group in its Independent Review of the BART Police Oversight Structure dated June 2017 with an Addendum dated July 2017.

OIR Group Evaluation Report Recommendations:

2, 5, 6, 7, 8, 9, 10, 11, 13, 17, 18, 19, 20, 23, 24, 26, 28, 29, 30, 33, 34, 35, 36, 37,
40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54.



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>14 March 2018</i> <i>Robt M. Puma</i>		GENERAL MANAGER ACTION REQ'D:		
DATE: 3/8/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Paula Rojas Dept: Labor Relations <i>Shana Dines</i>	General Counsel <i>[Signature]</i>	Controller/Treasurer <i>[Signature]</i>	District Secretary	BARC <i>[Signature]</i>
Signature/Date: <i>[Signature]</i> 3/13/18	<i>[Signature]</i> 3/13/18 []	<i>[Signature]</i> 3/13/18 []	[]	<i>[Signature]</i> 3/12/18 []

SIDE LETTER OF AGREEMENT AFSCME/SL 18-01 - Contract Reorganization, Modification of Disciplinary Procedures, Clarification of Special Pay Provisions, and Special Provisions for Operations Supervisor Liaison

PURPOSE:

To ratify Side Letter of Agreement AFSCME/SL 18-01 Re: Contract Reorganization, Modification of Disciplinary Procedures, Clarification of Special Pay Provisions, and Special Provisions for Operations Supervisor Liaison between the District and the American Federation of State, County, and Municipal Employees, Local 3993.

DISCUSSION:

The California Public Employees' Retirement System (CalPERS) completed a Public Agency Review of the District commencing in March 2012. Following that review, findings were issued to the District on June 5, 2017, identifying the compensation provisions in each labor contract that failed to comply with the California Public Employees' Retirement Law (PERL).

CalPERS identified certain pay items that had not been reported as required by statute as compensation earnable, and certain special pay items which had been reported but the provisions in the BART labor contracts were not sufficiently described to comply with the PERL. For those special pay provisions, the District historically reported them as reportable compensation.

Following the June 2017 letter from CalPERS, the District bargained over the impacts of the findings with the BART labor unions. This bargaining resulted in this Side Letter of Agreement which clarifies certain special pay provisions in the parties' Collective Bargaining Agreement (CBA) to continue reporting them as reportable compensation.

In addition, the Parties have been jointly revising the form of the contract. This Side Letter provides for the reorganization of the contract without modifications of the terms and conditions and includes clarification and modification of the disciplinary procedures allowing the District to impose suspensions on employees as third step disciplines when warranted.

Finally, the parties agreed to certain work provisions related to the newly expanded classification of Operations Supervisor Liaison and this Side Letter reflects those provisions.

The AFSCME-represented employees ratified this Side Letter of Agreement on March 1, 2018.

FISCAL IMPACT:

There is no fiscal impact.

ALTERNATIVES:

Reject the Side Letter. If the Board does not approve the Side Letter of Agreement, the CBA will remain as written and CalPERS will issue its final determination that certain special pay provisions do not comply with the PERL and, therefore, shall not be reported as compensation earnable. This would reduce the pensionable income for those employees who earn those special pay premiums. There will also be no change to the organization of the CBA, the disciplinary procedure, or the work rules for the Operations Supervisor Liaison classification.

RECOMMENDATION:

Adoption of the following motion:

MOTION:

The Board approves and authorizes the General Manager to execute the Side Letter of Agreement AFSCME/SL 18-01 Re: Contract Reorganization, Modification of Disciplinary Procedures, Clarification of Special Pay Provisions, and Special Provisions for Operations Supervisor Liaison between the District and the American Federation of State, County, and Municipal Employees, Local 3993.



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>14 March 2018</i> <i>Kristin M. Pann</i>		GENERAL MANAGER ACTION REQ'D:		
DATE: 3/8/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Paula Rojas Dept: Labor Relations <i>Shana Dines</i> Signature/Date: <i>Shana Dines</i> <i>3/13/18</i>	General Counsel <i>[Signature]</i> <i>3/13/18</i> []	Controller/Treasurer <i>[Signature]</i> <i>3/13/18</i> []	District Secretary []	BARC <i>[Signature]</i> <i>2/12/18</i> []

SIDE LETTER OF AGREEMENT AFSCME (eBART)/SL 17-01 - Clarification of Special Pay Provisions

PURPOSE:

To ratify Side Letter of Agreement AFSCME (eBART)/SL 17-01 Re: Clarification of Special Pay Provisions between the District and the American Federation of State, County, and Municipal Employees, Local 3993, eBART chapter.

DISCUSSION:

The California Public Employees' Retirement System (CalPERS) conducted a Public Agency Review of the District commencing in March 2012. Following that review, findings were issued to the District on June 5, 2017, identifying the compensation provisions in each labor contract that failed to comply with the California Public Employees' Retirement Law (PERL).

CalPERS identified certain pay items that had not been reported as required by statute as compensation earnable, and certain special pay items which had been reported but the provisions in the BART labor contracts were not sufficiently described to comply with the PERL. For those special pay provisions, the District historically reported them as reportable compensation.

Following the June 2017 findings from CalPERS, the District bargained over the impacts of the findings with the BART labor unions. This bargaining resulted in this Side Letter of Agreement which clarifies certain special pay provisions in the parties' Collective Bargaining Agreement (CBA) to bring them into compliance with the PERL and to allow the District to continue reporting them as reportable compensation.

The AFSCME-represented eBART employees will vote to ratify this Side Letter of Agreement on March 13, 2018.

FISCAL IMPACT:

There is no fiscal impact.

ALTERNATIVES:

Reject the Side Letter. If the Board does not approve the Side Letter of Agreement, the CBA will remain as written and CalPERS will issue its final determination that certain special pay provisions do not comply with the PERL and, therefore, shall not be reported as compensation earnable. This would reduce the pensionable income for those employees who earn those special pay premiums.

RECOMMENDATION:

Adoption of the following motion

MOTION:

The Board approves and authorizes the General Manager to execute the Side Letter of Agreement AFSCME (eBART)/SL 17-01 Re: Clarification of Special Pay Provisions between the District and the American Federation of State, County, and Municipal Employees, Local 3993, eBART chapter.



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>15 March 2018</i> <i>Robert M. Power</i>		GENERAL MANAGER ACTION REQ'D:		
DATE: 3/8/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Paula Rojas Dept: Labor Relations <i>Shana Dines</i>	General Counsel <i>[Signature]</i> 3/5/18 []	Controller/Treasurer <i>[Signature]</i> 3/14/18 []	District Secretary []	BARC <i>[Signature]</i> 3/15/18 []
Signature/Date: <i>[Signature]</i> 3/13/18				

SIDE LETTER OF AGREEMENT ATU/SL 17-02 - Clarification of Special Pay Provisions

PURPOSE:

To ratify Side Letter of Agreement ATU/SL 17-02 Re: Clarification of Special Pay Provisions between the District and the Amalgamated Transit Union, Local 1555.

DISCUSSION:

ATU/SL 17-02 follows the California Public Employees' Retirement System (CalPERS) Public Agency Review of the District commencing in March 2012. Following that review, findings were issued to the District on June 5, 2017, identifying the compensation provisions in each labor contract that failed to comply with the California Public Employees' Retirement Law (PERL).

CalPERS identified certain pay items that had not been reported as required by statute as compensation earnable, and certain special pay items which had been reported but the provisions in the BART labor contracts were not sufficiently described to comply with the PERL. For those special pay provisions, the District historically reported them as reportable compensation.

Following the June 2017 findings from CalPERS, the District bargained over the impacts of the findings with the BART labor unions. This bargaining resulted in this Side Letter of Agreement which clarifies certain special pay provisions in the parties' Collective Bargaining Agreement (CBA) to bring them into compliance with the PERL and to allow the District, in most cases, to continue reporting them as reportable compensation.

Additionally, CalPERS identified issues with the compensation of the ATU Union President and Side Letter of Agreement ATU/SL 17-02 specifies how the District currently

compensates the ATU Union President in order to maintain the pay as reportable compensation.

FISCAL IMPACT:

Because the Union President's salary is no longer being reimbursed by ATU, this side letter adds the cost of one additional full-time employee, currently \$91,634 per year. There is no other fiscal impact.

ALTERNATIVES:

Reject the Side Letter. If the Board does not approve Side Letter of Agreement ATU/SL 17-02, the CBA will remain as written and CalPERS will issue its final determination that certain special pay provisions do not comply with the PERL and, therefore, shall not be reported as compensation earnable. This would reduce the pensionable income for those employees who earn those special pay premiums.

RECOMMENDATION:

Adoption of the following motion:

MOTION:

The Board approves and authorizes the General Manager to execute the Side Letter of Agreement ATU/SL 17-02 Re: Clarification of Special Pay Provisions between the District and the Amalgamated Transit Union, Local 1555.



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Paula Rojas</i> 14 March 2018		GENERAL MANAGER ACTION REQ'D:		
DATE: 3/8/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Paula Rojas Dept: Labor Relations <i>Shana Dines</i> Signature/Date: <i>[Signature]</i> 3/13/18	General Counsel <i>[Signature]</i> 3/13/18 []	Controller/Treasurer <i>[Signature]</i> 3/13/18 []	District Secretary []	BARC <i>[Signature]</i> 3/12/18 []

SIDE LETTER OF AGREEMENT BPMA/SL 1-17 - Clarification of Special Pay Provisions

PURPOSE:

To ratify Side Letter of Agreement BPMA/SL 1-17 Re: Clarification of Special Pay Provisions between the District and the BART Police Managers' Association.

DISCUSSION:

The California Public Employees' Retirement System (CalPERS) conducted a Public Agency Review of the District commencing in March 2012. Following that review, findings were issued to the District on June 5, 2017, identifying the compensation provisions in each labor contract that failed to comply with the California Public Employees' Retirement Law (PERL).

CalPERS identified certain pay items that had not been reported as required by statute as compensation earnable, and certain special pay items which had been reported but the provisions in the BART labor contracts were not sufficiently described to comply with the PERL. For those special pay provisions, the District historically reported them as reportable compensation; however, some special compensation items first negotiated in 2013 were not reported because the contract language was insufficient to comply with the PERL.

Following the June 2017 findings from CalPERS, the District bargained over the impacts of the findings with the BART labor unions. This bargaining resulted in this Side Letter of Agreement which clarifies certain special pay provisions in the parties' Collective Bargaining Agreement (CBA) to bring them into compliance with the PERL and to allow the District to continue reporting them as reportable compensation. The special assignment pay for sworn

officers was newly negotiated in 2013, so the District will begin reporting that pay as compensation earnable following the ratification of this side letter.

The BPMA-represented employees ratified this Side Letter of Agreement on February 6, 2018.

FISCAL IMPACT:

The cost of reporting the sworn officer special assignment pay is an estimated ongoing annual cost of \$17,023. There is no other fiscal impact.

ALTERNATIVES:

Reject the Side Letter. If the Board does not approve the Side Letter of Agreement, the CBA will remain as written and CalPERS will issue its final determination that certain special pay provisions do not comply with the PERL and, therefore, shall not be reported as compensation earnable. This would reduce the pensionable income for those employees who earn those special pay premiums.

RECOMMENDATION:

Adoption of the following motion:

MOTION:

The Board approves and authorizes the General Manager to execute the Side Letter of Agreement BPMA/SL 1-17 Re: Clarification of Special Pay Provisions between the District and the BART Police Managers' Association.



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>14 March 2018</i> <i>Kat M. Ruan</i>		GENERAL MANAGER ACTION REQ'D:		
DATE: 3/8/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Paula Rojas Dept: Labor Relations Shana Dines Signature/Date: <i>Shana Dines</i> 3/13/18	General Counsel <i>[Signature]</i> 3/13/18 []	Controller/Treasurer <i>[Signature]</i> 3/12/18 []	District Secretary []	BARC <i>[Signature]</i> 3/12/18 []

SIDE LETTER OF AGREEMENT BPOA/SL 2-17 - Clarification of Special Pay Provisions

PURPOSE:

To ratify Side Letter of Agreement BPOA/SL 2-17 Re: Clarification of Special Pay Provisions between the District and the BART Police Officers' Association.

DISCUSSION:

The California Public Employees' Retirement System(CalPERS) conducted a Public Agency Review of the District commencing in March2012. Following that review, findings were issued to the District on June 5, 2017, identifying the compensation provisions in each labor contract that failed to comply with the California Public Employees' Retirement Law (PERL).

CalPERS identified certain pay items that had not been reported as required by statute as compensation earnable, and certain special pay items which had been reported but the provisions in the BART labor contracts were not sufficiently described to comply with the PERL. For those special pay provisions, the District historically reported them as reportable compensation; however, some special compensation items first negotiated in 2013 were not reported because the contract language was insufficient to comply with the PERL. Finally, the Parties recently reached agreement on a new special compensation item and were able to sufficiently describe that pay type to be reported as compensation earnable.

Following the June 2017 findings from CalPERS, the District bargained over the impacts of the findings with the BART labor unions. This bargaining resulted in this Side Letter of Agreement which clarifies certain special pay provisions in the parties' Collective Bargaining Agreement (CBA) to bring them into compliance with the PERL and to allow the District to continue reporting them as reportable compensation. The special assignment pay for sworn officers was newly negotiated in 2013, so the District will begin reporting that pay

pay as compensation earnable following the ratification of this Side Letter.

Additionally, this Side Letter of Agreement provides for a ten percent (10%) special assignment pay for Community Service Officers (CSOs), increasing that amount from the current five percent (5%) special assignment pay, for certain special assignments designated as requiring enhanced skill or responsibility by the Chief of Police, with the General Manager's approval. This increased amount will be paid to CSOs assigned to perform proof of payment enforcement duties, in accordance with Board Ordinance No. 2017-2. This pay will continue until the District creates and hires into a new classification for proof of payment enforcement. The Side Letter of Agreement also expands the Industrial Injury benefit afforded to CSOs in certain circumstances to cover the performance of proof of payment enforcement duties.

The BPOA-represented employees ratified this Side Letter of Agreement on January 2, 2018.

FISCAL IMPACT:

The cost of reporting the sworn officer special assignment pay is an estimated ongoing annual cost of \$49,909. The increase in special assignment pay for the Community Services Officers assigned to proof of payment enforcement duties will add an estimated annual cost of \$21,608. There is no other fiscal impact.

ALTERNATIVES:

Reject the Side Letter. If the Board does not approve the Side Letter of Agreement, the CBA will remain as written and CalPERS will issue its final determination that certain special pay provisions do not comply with the PERL and, therefore, shall not be reported as compensation earnable. This would reduce the pensionable income for those employees who earn those special pay premiums. Additionally, the CSOs assigned to perform proof of payment enforcement duties will receive the standard special assignment pay and will not be covered by the Industrial Injury benefit.

RECOMMENDATION:

Adoption of the following motion:

MOTION:

The Board approves and authorizes the General Manager to execute the Side Letter of Agreement BPOA/SL 2-17 Re: Clarification of Special Pay Provisions between the District and the BART Police Officers' Association.



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Robert M. Rosen</i> 14 March 2018		GENERAL MANAGER ACTION REQ'D:		
DATE: 3/8/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Paula Rojas Dept: Labor Relations Shana Dines Signature/Date: <i>Shana Dines</i> 3/13/18	General Counsel <i>[Signature]</i> 3/13/18 []	Controller/Treasurer <i>[Signature]</i> 3/13/18 []	District Secretary []	BARC <i>[Signature]</i> 3/12/18 []

SIDE LETTER OF AGREEMENT SEIU/SL 18-01 - Clarification of Special Pay Provisions

PURPOSE:

To ratify Side Letter of Agreement SEIU/SL 18-01 Re: Clarification of Special Pay Provisions and attached tentative agreements between the District and the Service Employees International Union, Local 1021.

DISCUSSION:

The California Public Employees' Retirement System (CalPERS) conducted a Public Agency Review of the District commencing in March 2012. Following that review, findings were issued to the District on June 5, 2017, identifying the compensation provisions in each labor contract that failed to comply with the California Public Employees' Retirement Law (PERL).

CalPERS identified certain pay items that had not been reported as required by statute as compensation earnable, and certain special pay items which had been reported but the provisions in the BART labor contracts were not sufficiently described to comply with the PERL. For those special pay provisions, the District historically reported them as reportable compensation. Finally, the Parties recently reached agreement on a new special compensation item and were able to sufficiently describe that pay type to be reported as compensation earnable.

Following the June 2017 findings from CalPERS, the District bargained over the impacts of the findings with the BART labor unions. This bargaining resulted in this Side Letter of Agreement and attached tentative agreements which clarify certain special pay provisions in the parties' Collective Bargaining Agreement (CBA) to bring them into compliance with the

PERL and to allow the District, in most cases, to continue reporting them as reportable compensation.

Additionally, this Side Letter of Agreement creates a new compensation provision for employees assigned to be Employee in Charge ("EIC"), in accordance with the California Public Utilities Commission General Order 175-A, to be paid an additional five percent (5%) per hour while acting as the EIC. That amount is roughly double the one dollar (\$1) an hour leadworker premium they currently receive for that assignment.

The SEIU-represented employees ratified this Side Letter of Agreement and attached tentative agreements on March 7, 2018.

FISCAL IMPACT:

The increase in EIC premium pay will add an estimated annual cost of \$119,434. There is no other fiscal impact.

ALTERNATIVES:

Reject the Side Letter. If the Board does not approve the Side Letter of Agreement and attached tentative agreements, the CBA will remain as written and CalPERS will issue its final determination that certain special pay provisions do not comply with the PERL and, therefore, shall not be reported as compensation earnable. This would reduce the pensionable income for those employees who earn those special pay premiums. Additionally, the employees assigned to be EIC will continue to receive the leadworker premium.

RECOMMENDATION:

Adoption of the following motion:

MOTION:

The Board approves and authorizes the General Manager to execute the Side Letter of Agreement SEIU/SL 18-01 Re: Clarification of Special Pay Provisions and attached tentative agreements between the District and the Service Employees International Union, Local 1021.



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Robert M. Kim</i> 14 March 2018		GENERAL MANAGER ACTION REQ'D:		
DATE: 3/8/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Paula Rojas Dept: Labor Relations Shana Dines Signature/Date: <i>Shana Dines</i> 3/13/18	General Counsel <i>[Signature]</i> 3/13/18 []	Controller/Treasurer <i>[Signature]</i> 3/13/18 []	District Secretary []	BARC <i>[Signature]</i> 3/12/18 []

SIDE LETTER OF AGREEMENT SEIU (eBART)/SL 18-01 - Clarification of Special Pay Provisions

PURPOSE:

To approve Side Letter of Agreement SEIU eBART/SL 18-01 Re: Clarification of Special Pay Provisions between the District and the Service Employees International Union Local 1021, eBART.

DISCUSSION:

The California Public Employees' Retirement System (CalPERS) conducted a Public Agency Review of the District commencing in March 2012. Following that review, findings were issued to the District on June 5, 2017, identifying the compensation provisions in each labor contract that failed to comply with the California Public Employees' Retirement Law (PERL).

CalPERS identified certain pay items that had not been reported as required by statute as compensation earnable, and certain special pay items which had been reported but the provisions in the BART labor contracts were not sufficiently described to comply with the PERL. For those special pay provisions, the District historically reported them as reportable compensation.

Following the June 2017 findings from CalPERS, the District bargained over the impacts of the findings with the BART labor unions. This bargaining resulted in this Side Letter of Agreement and attached tentative agreements which clarify certain special pay provisions in the parties' Collective Bargaining Agreement (CBA) to bring them into compliance with the PERL and to allow the District to continue reporting them as reportable compensation.

The SEIU-represented eBART employees ratified this Side Letter of Agreement and attached tentative agreements on March 7, 2018.

FISCAL IMPACT:

There is no fiscal impact.

ALTERNATIVES:

Reject the Side Letter. If the Board does not approve the Side Letter of Agreement and attached tentative agreements, the CBA will remain as written and CalPERS will issue its final determination that certain special pay provisions do not comply with the PERL and, therefore, shall not be reported as compensation earnable. This would reduce the pensionable income for those employees who earn those special pay premiums.

RECOMMENDATION:

Adoption of the following motion:

MOTION:

The Board approves and authorizes the General Manager to execute the Side Letter of Agreement SEIU eBART/SL 18-01 Re: Clarification of Special Pay Provisions between the District and the Service Employees International Union Local 1021, eBART.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

TO: Board of Directors

DATE: March 16, 2018

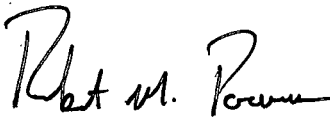
FROM: General Manager

SUBJECT: Side Letters of Agreement

At the March 22nd Board of Directors meeting, staff is requesting approval of Side Letters of Agreement for AFSCME, AFSCME (eBART), ATU, BPMA, BPOA, SEIU, and SEIU (eBART). The Board has been briefed on all California Public Employees Retirement System (CalPERS) review items contained in the Side Letters, and has granted authority to Labor Relations to negotiate agreements with the respective collective bargaining units.

The Side Letters primarily address language modifications to comply with the California Public Employees Retirement Law for statutory and bargained special compensation provisions identified in the review by CalPERS. There are a few additional contract modifications that were bargained that are unrelated to the CalPERS review but were required to implement District programs. Lastly, there are some language changes to improve clarity or organization of content that do not impact intent or application.

If you have any questions about the document, please contact Martin Gran, Chief for Labor Relations, at 510-464-7591 or Michael Jones, Assistant General Manager, Administration, at 510-464-6231.



for Grace Crunican

cc: Board Appointed Officers
Deputy General Manager
Executive Staff

SIDE LETTER OF AGREEMENT
AFSCME/SL 18-01

RE: Contract Reorganization, Modification of Disciplinary Procedures, Clarification of Special Pay Provisions, and Special Provisions for Operations Supervisor Liaison

Upon signing by the parties, this letter shall constitute a Side Letter of Agreement between the San Francisco Bay Area Rapid Transit District (“District”) and American Federation of State County and Municipal Employees Local 3993 (“AFSCME”) (hereinafter jointly referred to as “Parties”) regarding reorganization of the Contract between the Parties, modification of disciplinary procedures, clarification of certain special pay provisions, and Special Provisions for Operations Supervisor Liaison.

- I. The Parties have agreed that the AFSCME/BART contract should be reorganized into a clear organization without modifications of the terms and conditions. The following table specifies the revised order by providing the new section number and the former section number as follows:

Title	Section Number	
	2013-2021 (New)	2013-2017 (Old)
General Provisions	1.0	-
Purpose	1.1	2
Definitions	1.2	4
Mutual Rights & Responsibilities	1.3	5
Management Rights	1.4	6
Union Recognition	1.5	3 & 3.1
Classifications	1.5 (I)	3.2
Evaluation, Assessment and Revision of Job Descriptions and Classifications	1.5 (II)	3.2.1
Union Representatives	1.6	8
Union Membership	1.7	7
Dues Deduction	1.8	9
Union Access to Work Locations	1.9	11
Access to Personnel Files	1.10	10
Successor Rights	1.11	15
Wage Guidelines	1.12	57
No Strikes and No Lockouts	1.13	12
Non-Discrimination, Affirmative Action	1.14	13
Agreements Furnished	1.15	14
Lost Articles	1.16	44
Contracting Out	1.17	3.2 (G)
Employment & Work Provisions	2.0	-
Objectives and Market Relationships	2.1	47.1

Probationary Period	2.2	91
Transfer/Reassignment	2.3	68
Job Postings	2.4	66
Performance Management and Evaluation	2.5	47.4
Performance Review Board	2.6	47.5
Reorganization/Reduction in Force Procedures	2.7	69.1
Wage Provisions	3.0	47
Salary For Fiscal Year 2014-2021	3.1	47.8
Pay Progression	3.2	47.3
Salary Schedules/Paybands	3.3	47.3 (A)
Compensation Related Personnel Actions	3.4	47.2
Pay Procedures	3.5	56
Credit Union	3.6	45
Conditional Lump Sum Payments	3.7	47.9
Compensation Provisions	4.0	-
Overtime	4.1	50
Compensatory Time	4.2	50
Shift Differential	4.3	51
Lead Worker/Instructor Premium	4.4	47.7
Temporary Upgrade	4.5	47.6
Unscheduled Call Back	4.6	53
Stand-By Pay	4.7	52
Pension Benefits	5.0	-
Reimbursement of Employees' PERS Contribution	5.1	25
Retirement Benefits	5.2	39
Pensioner's Life Insurance	5.3	38
PERS Death Benefit	5.4	40
Money Purchase Pension Plan	5.5	23
Survivor Benefits	5.6	41
Medical, Vision & Dental Benefits	6.0	-
Group Insurance & District Self-Funded Plans – General	6.1	31
PERS-Medical & Prescription Drug Benefits	6.2	33
Vision Care Plan	6.3	34
Dental Care Plan	6.4	28
Supplemental Benefits	7.0	-
Group Life Insurance	7.1	32
Disability Coverage	7.2	29
Pass Privileges	7.3	24
Educational Assistance Program	7.4	36
Employee Assistance Program	7.5	37
Meal Allowance	7.6	55
Travel Allowance	7.7	54
Assault Insurance	7.8	27
Training	7.9	30

Safety Shoes	7.10	43
Leaves and Leave of Absence	8.0	-
Military Leave	8.1	17
Parenting Leave	8.2	18
Bereavement Leave	8.3	16
Jury Duty	8.4	19
Witness Duty	8.5	20
Leave of Absence	8.6	22
Vacation & Holiday Provisions	9.0	-
Vacation	9.1	49
Holidays	9.2	48
Donation of Vacation and Floating Holidays	9.3	93
Scheduling Provisions	10.0	-
Workdays and Workweek	10.1	61
Alternative Work Program	10.2	61.1
4-10 Workweek	10.3	62
Flexible Hours	10.4	63
Time Keeping	10.5	56.1
Health & Safety Provisions	11.0	-
Sick Leave	11.1	35
Doctor's Certificate	11.2	65
Medical Examinations	11.3	64
Health and Safety Protection	11.4	42
Discipline & Grievance Procedures	12.0	-
Discipline and Termination Procedures	12.1	69
Grievance Procedure	12.2	59
Witnesses	12.3	60
Job Abandonment	12.4	67
Special Provisions	13.0	-
Operations Control Center	13.1	-
Train Controller Rest Periods	13.1 (I)	72
Train Controller Lunches/Breaks	13.1 (II)	73
Train Controller Extra Board	13.1 (III)	74
OCC Scheduling Committee	13.1 (IV)	75
Train Controller Scheduling	13.1 (V)	76
Train Controller Vacation Allocation	13.1 (VI)	77
Train Controller Overtime Allocation	13.1 (VII)	78
Train Controller Certification	13.1 (VIII)	79
Train Controller Performance Incentives	13.1 (IX)	80
Train Controllers On the Job Instructor Program	13.1 (X)	SL-1
Train Controller Training Supervisor	13.1 (XI)	SL-2
Power and Way Controller Supervisor (P&W) – Scheduling	13.1 (XII)	83
Power and Way Controllers (P&W) – Scheduling	13.1 (XIII)	82
Transportation Supervisors	13.2	-

Uniforms	13.2 (I)	85
Scheduling	13.2 (II)	86
Holiday Scheduling	13.2 (III)	86.1
Training	13.2 (IV)	87
Seniority	13.2 (V)	88
Vacation Allocation	13.2 (VI)	89
Test Track Supervisor	13.2 (VII)	MOU 16-01
Maintenance	13.3	-
Vacation Allocation	13.3 (I)	81
Operations Supervisor Liaison	13.4	SL 18-01
Seniority	13.4 (I)	SL 18-01
Employee Shifts	13.4 (II)	SL 18-01
Bidding Process	13.4 (III)	SL 18-01
Vacation Allocation	13.4 (IV)	SL 18-01
Time-Off Request Procedures	13.4 (V)	SL 18-01
Overtime Allocation	13.4 (VI)	SL 18-01
Holiday Scheduling	13.4 (VII)	SL 18-01
Senior Operations Supervisor Liaison Applicants	13.4 (VIII)	SL 18-01
Committee Provisions	14.0	-
Joint Union/Management Committee	14.1	92
Benefits Review	14.2	46
Investments Committee	14.3	Gen-1
Effect & Term of Agreement	15.0	-
Interpretation	15.1	70
Beneficial Practices	15.2	58
Side Letters (SLs) and Memoranda of Understanding (MOUs) Definitions	15.3	90
Duration Of Agreement	15.4	1
Entire Agreement	15.5	71
Special Provisions Applicable to Line/Yard Senior Operations Line Operations Supervisors — Clothing Maintenance Allowance *	-	84
White Book Benefits *	-	21 (Unused)
Blood Bank *	-	26

* Sections that are no longer used will be deleted.

II. The Parties have agreed to modify the disciplinary procedures of the AFSCME/BART contract. It is agreed that third step disciplines are appealable and subject to the grievance procedure, and that the District may impose suspensions on employees as third step disciplines when warranted. Section 12.1 C. (formerly 69. C.) Formal Discipline of the AFSCME/BART contract shall, effective following ratification of this side letter, be modified as follows:

C. Formal Discipline

1. Investigative Interviews and Representation:

Before conducting an investigative interview that may result in the employee being formally disciplined, the supervisor must advise the Union and employee that they may have Union representation during the interview.

2. Review of Discipline:

In no case may a supervisor impose a formal disciplinary notice or discharge upon an employee unless the action has first been reviewed and concurred by the supervisor's immediate superior and the District's Labor Relations Department Manager, or their designee.

3. First Step Disciplinary Notice:

A first step disciplinary notice is in writing. It must include an explanation of the deficiency, infraction, or misconduct that must be corrected. A first step disciplinary notice may be grieved.

4. Second Step Disciplinary Notice:

A second step disciplinary notice is in writing. It must include an explanation of the deficiency, infraction, or misconduct that must be corrected. A second step disciplinary notice may be issued when a first step disciplinary notice has not had the desired corrective effect, or when the seriousness of the first time deficiency, infraction, or misconduct warrants more severe discipline. A second step disciplinary notice may be grieved.

5. Third Step Disciplinary Notice:

A third step disciplinary notice is in writing. It must include an explanation of the deficiency, infraction, or misconduct that must be corrected. A third step disciplinary notice may impose a suspension on the employee. A third step disciplinary notice may be issued when a second step disciplinary notice has not had the desired corrective effects, or when the seriousness of a first time deficiency, infraction, or misconduct warrants extremely severe discipline. A third step disciplinary notice may be grieved.

6. Discharge:

A discharge is a written disciplinary notice. It must include an explanation of the causal deficiency, infraction, or misconduct. A discharge may be issued when a prior step disciplinary notice has not had the desired corrective effects or when a first time deficiency, infraction, or misconduct is so serious that it warrants immediate discharge.

7. Pre-Disciplinary Hearing:

No suspension or discharge shall be effectuated until and unless the charges have been heard and upheld by a Hearing Officer selected by the District. The Hearing Officer shall not be the employee's immediate supervisor, or the immediate supervisor's immediate superior. The hearing date, time, and location will be scheduled by the Hearing Officer and the employee shall receive written notice. The notice shall include a copy of the investigative file. The employee shall be entitled to attend the hearing and to be

represented by the Union. The employee will be permitted to submit testimony and evidence, and to examine and cross examine witnesses. The Hearing Officer will have full authority to affirm, modify, or rescind the discharge. The Hearing Officer's decision shall be in writing.

8. Appeal:

The employee may appeal the Hearing Officer's decision by filing a grievance. Discharge grievances shall be expedited and filed at Step 2 of the grievance procedure pursuant to Section 12.2.

9. Discipline Records:

a) If the employee works within the Transportation Department:

For a First Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary actions if there has been no disciplinary actions initiated against the employee for a period of six (6) calendar months.

For a Second Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of nine (9) calendar months.

For a Third Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of twelve (12) calendar months.

b) If the employee works within any other department other than Transportation:

For a First Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of eighteen (18) calendar months.

For a Second Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of eighteen (18) calendar months.

For a Third Step Disciplinary Notice: The records of a formal disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of eighteen (18) calendar months.

III. The Parties have agreed to clarify certain provisions of the AFSCME/BART contract. It is agreed that those clarifications are not intended to and shall not modify the current practices. The following provisions of the AFSCME/BART contract shall, effective following ratification of this side letter, be modified as follows:

1. Section 1.5. I. A. (formerly Section 3.2) Classifications, only those classifications listed below shall be modified as indicated, with new text marked by underlining and text to be removed marked as stricken. All other classifications in this section of the AFSCME/BART contract not listed below will remain unchanged:¹

<u>CLASSIFICATION</u>	<u>PAY BAND</u>
<u>Accounting Supervisor</u>	<u>G</u>
Assistant Logistics Program Manager	FG
Central Maintenance Supervisor	EF
Industrial Hygienist	FG
Insurance Analyst	EF
<u>IT Project Manager</u>	<u>I</u>
Manager of Accounting	HI
Manager of Automotive and Equipment Maintenance	*H
Manager of Drafting & Configuration	HI
Manager of Employee/Patron Safety	HI
Manager of Inventory Management	EG
Manager of Special Projects	*I
Marketing Representative II	CE
Operations Supervisor	F
Operations Supervisor — Operations Liaisons	F
<u>Parking Coordinator</u>	*
<u>Parking Program Administrator</u>	*
Planner	*C
<u>Power & Way Controller</u>	*
Principal Marketing Representative	GH
Principal Planner	GH
Principal Property Development Officer	FH
Public Information Officer	*E

¹ There are currently disputes, including grievances, between the parties related to whether certain job classifications should be AFSCME-represented. This revised listing of Classifications does not resolve those disputes. Each party explicitly reserves all rights related to those disputes.

Safety Specialist	C <u>D</u>
Senior Central Maintenance Supervisor	G <u>H</u>
Senior Energy Analyst	E <u>F</u>
Senior Financial Analyst	D <u>E</u>
Senior Inventory Control Analyst	C <u>D</u>
Senior Logistics Supervisor	D <u>F</u>
Senior Marketing Representative	E <u>F</u>
Senior Operations Safety Specialist	F <u>G</u>
Senior Operations Supervisor	G
Senior Operations Supervisor — Operations Liaisons	G
Senior Planner	E <u>F</u>
<u>Special Projects Manager, Structures</u>	<u>G</u>
<u>Special Projects Manager, Track</u>	<u>G</u>
<u>Special Projects Manager, Traction Power</u>	<u>G</u>
<u>Special Projects Manager, Train Control</u>	<u>G</u>
System Service Supervisor	C <u>D</u>
Technical Maintenance Support Administrator <u>Coordinator</u>	* <u>E</u>
Train Controller	H <u>I</u>
<u>Transportation Supervisor</u>	<u>G</u>
Treasury Analyst	C <u>D</u>

2. The title of Section 6.4 (formerly Section 28) shall be changed to Dental Care Plan.
3. Section 4.3 (formerly Section 51) Shift Differential shall be modified as follows:
 - A. Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 p.m. and midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 9.2 [formerly Section 48], this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).
 - B. Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 a.m., a graveyard shift premium of nine and one half percent (9.5%) will be paid for all hours worked during the shift at the

existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 9.2 [formerly Section 48], this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).

4. Section 4.4 (formerly Section 47.7) Lead Worker/Instructor Premium shall be modified as follows:

- A. From time to time an AFSCME represented employee may be assigned, as their primary assignment for part or all of the work day, to routinely and consistently instruct other employees or lead them in an assigned task or project in the absence of supervision, to conduct orientation or classroom instruction, or to prepare instruction materials. The employee is considered to be "routinely and consistently" performing instructor or leadworker duties whenever he/she is so assigned, because such duties are part of the normally required duties of this assignment.
- B. If, in the judgment of the employee's Department Manager, such an assignment is outside the scope of the employee's classification, the employee is entitled to an additional fifty (50) cents per hour, for the time actually spent in this capacity.
- C. Supervisors, managers, senior-level and principal-level professional, (including analysts and specialists), are not eligible for lead worker premium.

5. Section 13.1. X. (formerly Side Letter of Agreement: AFSCME SL-1) Train Controllers On-the-Job Instructor Program (OJI), Sections A, B and C shall be modified as follows:

A. Job Classification:

The OJI positions will be the same job classification as the Train Controller classification. The OJIs will provide on-the-job instruction and training to Train Controller trainees and other Train Controllers.

B. Compensation:

- 1. In addition to the compensation provided for in this Agreement, during the OJI assignment, the OJIs shall receive an annual pay increase of eleven thousand five hundred eighty-nine dollars and thirty-five cents (\$11,589.35) for routinely and consistently instructing or training other employees. An employee is considered to be "routinely and consistently" instructing or training other employees whenever he/she is assigned as an OJI, because instruction and training are part of the normally required duties of this assignment. This additional compensation was based on ten

percent (10%) of the average salary of certified Train Controllers, as of 7/31/16.

2. The District's salary range scale shall not preclude any OJI from receiving the full additional ten percent (10%) average compensation as described above.
3. The District agrees to review and adjust, if necessary, the ten percent (10%) compensation pay every two (2) years on July 31st using the same formula as stated in No. 1 above. The District agrees that at no time shall the pay increase be adjusted downward.

C. Posting:

1. The number of OJI positions, which shall be mutually agreed to by the District and Union, shall be posted.
2. The OJI posting shall reflect the effective date and ending date of the two (2) year assignment.
3. Re-posting of the OJI position shall occur every two (2) years from the original date of posting, as well as the ending date of said assignment.

(Sections D through I as stated in SL-1 are incorporated herein by reference and shall be retained verbatim and follow Section C.)

6. Section 13.1. XI. (formerly Side letter of Agreement: AFSCME/SL-2) Train Controller Training Supervisor Program, sections A and B shall be modified as follows:

A. Job Classification:

The Train Controller Training Supervisor position will be the same job classification as the Train Controller classification. The Train Controller Training Supervisor will supervise the Train Controller On-the-Job Instructors.

B. Compensation:

1. In addition to the compensation provided for in this Agreement, during the Training Supervisor's assignment, the Training Supervisor shall receive an annual pay increase of seventeen thousand three hundred eighty-four dollars and two cents (\$17,384.02) for routinely and consistently supervising other employees. An employee is considered to be "routinely and consistently" supervising other employees whenever he/she is assigned as Training Supervisor, because supervising is part of the normally required duties of this assignment. This additional compensation was based on fifteen percent (15%) of the average salary of certified Train Controllers, as of 7/31/16.

2. The District's salary range scale shall not preclude the Training Supervisor from receiving the full additional fifteen percent (15%) average compensation as described above.
3. If the Training Supervisor opts out of the Training Supervisor Program or is removed by management during any part of his/her term, the additional fifteen percent (15%) average compensation shall cease on the effective date of her/his last day in the Training Supervisor Program.
4. The District agrees to review and adjust, if necessary, the fifteen percent (15%) compensation pay every two (2) years on July 31st using the same formula as stated in No. 1 above. The District agrees that at no time shall the pay increase be adjusted downward.

(Sections C through H as stated in SL-2 are incorporated herein by reference and shall be retained verbatim and follow Section B.)

7. Section 13.2 Transportation Supervisors I. Uniforms (formerly 85 Special Provisions Applicable to Line/Yard Senior Operations/Operations Supervisors – Uniforms) shall be modified as follows:
 - A. Uniform Committee will consist of two (2) AFSCME representatives appointed by the Union and two (2) District representatives appointed by the District. The Uniform Committee will develop recommendations to the Chief Transportation Officer ("CTO") or designee concerning the number, design, replacement schedule, and cost of uniforms for Transportation Supervisor ("TS"). The CTO or designee will consider such recommendations each January and will submit a uniform budget amount to the Uniform Committee. The initial decision on such matters and the right to revise such decisions is within the CTO or designee's exclusive discretion.
 - B. Uniforms provided pursuant to Section A above will become the property of the employee after six (6) months of active service.
 - C. Transportation Supervisors shall maintain their uniforms in a neat and clean condition, except in circumstances not reasonably within their control.
 - D. Transportation Supervisors who are required by the District to wear uniforms will be provided a uniform maintenance allowance of thirty-five dollars (\$35) per month to be included as a separate line item in the employee's paycheck.
 - E. Employees receiving a uniform under this Section are required to wear the uniform and/or professional attire, as deemed appropriate by District Management, at all times while on duty. Employees who fail to comply with this Section may be subject to disciplinary action. Such employee may also be

relieved from duty and if relieved shall forfeit compensation for the balance of that shift.

F. Uniform Allotment: A uniform allotment will be given to each Transportation Supervisor under this provision. The allotment commenced fiscal year July 1, 2013. The allotment consists of an Initial Issue followed with a monetary check the subsequent years of the contract. The cost of the Initial Issue is anticipated to be less than \$1800 per employee with an anticipated increase of 5% (compounding) per year of this Labor Agreement.

G. Initial Issue:

1. Two (2) Blazers with BART logo
2. Seven (7) pants/skirts-navy/black
3. Eight (8) dress shirts for men/blouses for women with BART logo
4. Two (2) sweater sets or navy vests with BART logo
5. One (1) all weather outer jacket with BART logo
6. Two (2) name tags
7. No \$250 check

H. An annual payment for the purchase of additional replacement uniform/professional attire garments in the amount of \$250 will be made in the month of November of each subsequent fiscal year on a separate check.

IV. The Parties have agreed to Special Provisions for Operations Supervisor – Operations Liaison. Further, the Operations Supervisor – Operations Liaison will be renamed to Operations Supervisor Liaison (“OSL”) and the Senior Operations Supervisor – Operations Liaison will be renamed to Senior Operations Supervisor Liaison (“SOSL”). All references to Operations Supervisor – Operations Liaison and Senior Operations Supervisor – Operations Liaison in the Collective Bargaining Agreement between the District and AFSCME Local 3993 will be changed accordingly. These special provisions are intended to address only the OSLs position unless otherwise specified. The following provisions shall, effective following ratification of this side letter, be added to the end of Section 13.0 Special Provisions of the AFSCME/BART contract, as follows:

13.4 OPERATIONS SUPERVISOR LIAISON

I. SENIORITY

A. Seniority in this job classification shall be defined by the date of hire into the Operations Supervisor Liaison (“OSL”) job classification, and as otherwise described herein.

B. If the date of hire into the OSL job classification is the same for two (2) or more employees than any current or previously AFSCME-represented

employee will be determined to be the most senior employee. If two (2) or more employees fall in this category, then the seniority ranking between those two employees shall be determined by the District date of hire.

- C. At any time, if the date of hire into the job classification is the same for two (2) or more employees, and where no other provisions in this section apply to define which of those employees is the most senior, seniority shall be established by the senior date of birth of said employees.

II. EMPLOYEE SHIFTS

- A. A workday for OSLs shall consist of at least eight (8) consecutive hours of work with a scheduled starting time inclusive of meal periods and breaks. OSLs shall receive a thirty (30) minute lunch and two fifteen (15) minute rest breaks, which shall be considered as hours worked for pay purposes.
- B. Each shift shall begin and end at the same assigned reporting location, and once bid, such location will not change.
- C. In case of emergency, urgent needs, or unforeseen circumstances, the District may assign an employee to a temporary shift assignment which alters the employee's bid shift (hours, RDOs, and/or reporting location) for up to thirty (30) days. Such shift-altering assignment may only occur up to three (3) times per employee during an annual shift schedule bid. Subject to other provisions of this Agreement governing choice of shifts, notice of any changes in shift assignment will be given in writing, to any affected employee, no later than 12:00 p.m. of the prior Friday. A change in shift assignment for two (2) work weeks or less shall not change the employee's reporting location. If a temporary shift assignment is for a duration of more than two (2) work weeks, up to thirty (30) days, the District may only change the employee's reporting location following the initial two (2) work weeks of the temporary assignment.

III. BIDDING PROCESS

- A. Management shall consult with the Union prior to establishing a shift schedule bid.
- B. Each time a shift schedule bid is developed, employees shall bid in the following manner:
 - 1. There shall be a specific number of shifts. The total number of shifts will be equal to, or greater than, the total number of employees eligible to bid.

2. Employees shall bid for shifts by proxy. Proxies shall be awarded by seniority. Employees who fail to submit a proxy, shall be assigned a shift by the Union Representative conducting the bid. The Union Representative shall use his/her best efforts to select a shift assignment and days off as close as possible to the employee's present assignment and such selection shall be final.
3. Once bids are posted, the shifts cannot be changed or adjusted unilaterally by Management.

C. No later than fourteen (14) days after all the new hires from the 2017 job posting have begun work or by April 1, 2018, whichever date occurs first, there will be an initial shift schedule bid.

1. Thereafter, there shall be one (1) annual bid each calendar year, the duration of each being approximately twelve (12) months. The start and end dates of each annual bid shall be agreed to by both parties.
2. The parties may otherwise change the duration of any annual bid, and/or agree to an additional annual bid, by mutual agreement.

D. Proposed shift schedules shall be furnished to the Union at least fifteen (15) working days prior to conducting the bid. The Union shall respond to the proposed shift schedules at least ten (10) working days prior to conducting the bid. The final shift schedules available for bid shall be posted at least five (5) working days prior to conducting the bid. Once the bid is completed, shift schedules shall be posted and distributed to each employee, at least five (5) working days prior to the date when the bid becomes effective.

E. Should a job be eliminated, created, or a permanent vacancy occurs during the term of the annual bid, positions shall be awarded through a seniority based Advanced Bid Form ("ABF") Process. All OSL shall be required to maintain with the District an ABF indicating their priority preferences for shift, regular days off ("RDOs"), and work location. Forms will be submitted and processed electronically.

1. The most recent submission will be used to fill an open position, provided that form was filed at least twenty-four (24) hours prior to the bid, the last form on file immediately preceding the twenty-four (24) hours before the bid shall be used.
2. Position awards shall be made based on seniority and as a result of the ABF process. Should the District be unable to fill a position opening by means of the above procedure, said position shall be posted for bid in accordance with the annual bid procedures.

3. The Union will be given at least seven (7) days prior notice of any District intention to initiate the ABF Process. All Advance Bid information and material shall remain confidential. A designated Union representative may be present when the District initiates the ABF Process software.

IV. VACATION ALLOCATION

- A. The District shall post a yearly vacation allocation calendar on or before the first Monday of December for the forthcoming January 1st through December 31st. Vacations will be allocated throughout the year, and employees will be allowed to bid one (1) block at a time. Each block shall be limited to a minimum of one (1) work week and a maximum of three (3) work weeks, in one (1) week increments. Employees shall complete their vacation selections prior to January 1.
- B. Employees may only bid vacation selections based upon annual vacation accruals based on years of service. Vacation hours will be checked three (3) weeks prior to the dates requested. If the employee does not have sufficient vacation hours accrued and on the books at that time, the vacation week may be cancelled by the Supervisor/Manager and the time made available for rebid by seniority.
- C. Once bid, employees may use floating holidays to complete the vacation week(s).
- D. Employees will select vacation periods by classification seniority. On and after January 1 of the bid year, employees may select any remaining vacation periods on a first-come, first-serve basis. Those selections will be subject to staffing requirements.
- E. A vacation period may be cancelled by an employee upon two (2) weeks' notice, except that in an emergency, no notice is required. Upon cancellation, vacation periods shall be immediately posted for re-selection by classification seniority. Employees may select a cancelled vacation period provided staffing requirements are met.

V. TIME-OFF REQUEST PROCEDURES

Requests for time-off of less than a workweek will be granted in the following manner, subject to staffing needs:

- A. An employee may submit a vacation day(s) or floating holiday(s) request at any time. If a request is received ten (10) days prior to the request date, seniority will prevail in granting the time off. Vacation and floating

holiday requests received less than ten (10) days from the requested date will be granted on a first-come first-serve basis, if available.

VI. OVERTIME ALLOCATION

The overtime list referenced in this Section shall include both OSLs and SOSLs.

- A. Available overtime will be posted at least ten (10) calendar days prior to the scheduled date or as soon as practicable. Except as otherwise provided below, overtime shall be on a voluntary basis.
- B. Accrued overtime will be recorded on an Overtime List. This list will be updated bi-weekly. Overtime records shall be available for purposes of determining overtime assignments.
- C. Employees on duty will have first choice for early starts and extensions on their specific assignments, regardless of overtime hours worked, before going to the Overtime List.
- D. If two (2) or more persons desire the overtime, the person with the lowest accrued overtime in the calendar year will be selected. If two (2) or more persons with an equal amount of accrued overtime desire the overtime, seniority will prevail.
- E. If overtime is required but unknown in advance, or if there are insufficient volunteers for posted overtime, overtime may be assigned by inverse seniority as follows: first extension of on-duty employees in inverse seniority order, second by early starts in inverse seniority order.
- F. In the event that work is at a location that is only accessible at the beginning or end of the work, overtime may be assigned by the extension of on-duty employees at that job site.

VII. HOLIDAY SCHEDULING

Should Management determine that work is required on the day a holiday is observed, the holiday assignment will be offered in the following order:

- A. Any employee who is normally scheduled to work an assigned project for which there is work, and is normally scheduled to work the day on which the holiday falls, will have first priority. If two or more persons fall in this category, seniority shall prevail.
- B. Any employee normally scheduled to work the day on which the holiday falls, but not assigned to the project for which there is work, will have

second priority. If two or more persons fall in this category, seniority shall prevail.

C. The holiday assignment will be offered to any remaining employees on the basis of seniority amongst those employees.

D. Should there be no volunteers for work on a holiday, assignment will be made by inverse seniority amongst the employees scheduled to work the day on which the holiday falls.

VIII. SENIOR OPERATIONS SUPERVISOR LIAISON APPLICANTS

Selection for SOSL positions will be made on the basis of best qualifications, as determined by BART; however, all other factors being equal, current OSL employees will be given preference over other applicants.

This Side Letter of Agreement shall be deemed part of the Collective Bargaining Agreement between the parties.

CONCUR FOR THE
DISTRICT

CONCUR FOR THE
UNION

Martin Gran, Chief Labor Relations Officer
San Francisco Bay Area Rapid Transit District

Sal Cruz, President
AFSCME

Date

Date

SIDE LETTER OF AGREEMENT
AFSCME (eBART)/SL 17-01

RE: Clarification of Special Pay Provisions

Upon signing by the parties, this letter shall constitute a Side Letter of Agreement which has been reached by the San Francisco Bay Area Rapid Transit District ("District") and American Federation of State County and Municipal Employees Local 3993, eBART chapter ("AFSCME") (hereinafter jointly referred to as "Parties") regarding clarification of certain special pay provisions.

The Parties agree that certain provisions of the AFSCME/eBART contract require clarification and the following provisions of the AFSCME/eBART contract shall, effective following ratification of this side letter, be modified as follows:

1. Section 3.4 District Uniform Program/Regulation shall be modified as follows:

eBART employees are required to be in uniform at all times while on duty. Employees shall maintain an appropriate appearance.

The District shall provide and replace uniforms and/or cover the cost of purchasing uniforms for employees working within eBART, and shall reimburse employees for the expense of laundering/maintaining uniforms or provide for laundering at the District at no cost to the employee.

During the initial start-up, eBART management will meet with the Union regarding each classification to determine: the style and the amount of items to be provided, how the uniforms will be provided (e.g., purchased, rented), how the uniforms will be maintained (e.g., cleaning, wear and tear), and if any allowance is required.

After the initial start-up, eBART management will determine a replacement schedule. In addition, the District will replace individual uniform items as the items become worn or are otherwise in need of replacement. The value of the uniform items to be provided is anticipated to be less than \$1800 per employee per year with an anticipated increase of 5% (compounding) per year of this Labor Agreement.

If eBART management determines that employees shall be responsible for laundering/maintaining uniforms, such employees shall receive a uniform allowance as follows:

In FY18, uniform maintenance allowance shall be \$50 per month to be included as a separate item in the employee's paycheck each month. Said amount shall

be increased by five dollars (\$5.00) per month on July 1 of each fiscal year during the term of the core BART/AFSCME Labor Agreement.

2. Section 6.3 Shift Differential shall be modified as follows:

Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 p.m. and midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 4.4, this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).

Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 a.m., a graveyard shift premium of nine and one half percent (9.5%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 4.4, this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).

3. Section 6.4 Instructor Premium shall be modified as follows:

An employee assigned by the COO or designee to routinely and consistently train other eBART employees shall be compensated with an additional one and one-half (1½) hours of pay at the employee's existing base rate of pay for any instruction up to four (4) hours, or with an additional three (3) hours of pay for any instruction greater than four (4) hours. An employee is considered to be "routinely and consistently" instructing or training another employee whenever he/she is temporarily assigned to specifically instruct or train an employee on a specific job, because instruction and training are part of the normally required duties of this assignment.

This Side Letter of Agreement shall be deemed part of the Collective Bargaining Agreement between the parties.

CONCUR FOR THE
DISTRICT

CONCUR FOR THE
UNION

Martin Gran, Chief Labor Relations Officer
San Francisco Bay Area Rapid Transit District

Sal Cruz, President
AFSCME

Date

Date

SIDE LETTER OF AGREEMENT
ATU/SL 17-02

RE: Clarification of Special Pay Provisions

Upon signing by the parties, this letter shall constitute a Side Letter of Agreement which has been reached by the San Francisco Bay Area Rapid Transit District ("District") and Amalgamated Transit Union Local 1555 ("ATU ") (hereinafter jointly referred to as "Parties") regarding clarification of certain special pay provisions.

The Parties agree that certain provisions of the ATU/BART contract require clarification and the following provisions of the ATU /BART contract shall, effective following ratification of this side letter, be modified only as indicated below, with new text marked by underlining and text to be removed marked as stricken. Unless underlined or stricken, all pre-existing text is to remain unchanged.

1. Section 13.3 Premium Pay/Primary Booth shall be modified as follows:
 - A. The Station Agent working the primary booth in a multi-centroid station shall be a leadperson ~~and paid accordingly~~ over other bargaining unit employees, and shall receive a lead pay premium of ten percent (10%) per hour in addition to his/her applicable rate of pay for such time so assigned. This position shall be bid at all Sign Ups for Station Agents.
 - B. The Union recognizes that the District may in the future close the second and third booths of multi-centroid stations for one (1) shift per day. The District agrees to continue to pay the remaining Agent ~~the leadperson premium in such situation~~ a primary booth premium of ten percent (10%) per hour.
 - C. ~~The premium pay shall be paid to~~ Agent who is actually working the primary booth shall serve as the assigned leadperson over other employees and receive the lead pay premium.
2. Section 19.7 Foreworkers in Tower/Yard Control Functions shall be modified as follows:

The District will maintain an adequate staffing level in the Towers to carry out Yard Control functions in a safe and effective manner. Only Foreworker classifications will perform Tower work, except a lower classification may work in a training capacity upon agreement with the Union.

There shall be a Primary and a Secondary Tower Operator when two (2) Tower Operators are on duty. The primary positions shall be a Senior Operations Foreworker position and the secondary position shall be an Operations

Foreworker position. Present primary and secondary starting times shall remain in effect except by mutual consent of the Union and the District.6565

When only one (1) Tower Operator is on duty, he/she shall be primary operator and, if available, shall be relieved by a primary operator. If no primary operator is available, a secondary operator may affect the relief.

When the need arises to temporarily fill a shift in a Tower, the District shall draft a Foreworker to ensure that the Tower shift is filled. In such circumstance, the Foreworker drafted to work in the Tower will routinely and consistently perform lead and/or supervisory duties and shall be paid a Tower Draft pay premium of fifty percent (50%) per hour additional to his/her applicable rate of pay for hours temporarily assigned to the Tower. A Foreworker is considered to be "routinely and consistently" performing lead and/or supervisory duties whenever he/she is drafted to work a Tower shift, because they are part of the normally required duties of this shift.

Foreworkers who bid and work ORY Tower secondary swing shift routinely and consistently perform lead and/or supervisory duties, and shall be paid a premium of ten percent (10%) per hour additional to his/her applicable rate of pay. A Foreworker is considered to be "routinely and consistently" performing lead and/or supervisory duties whenever he/she works ORY Tower secondary swing shift, because they are part of the normally required duties of this shift. This premium will remain in effect until such time as OHY yard maintenance functions are restored. Foreworkers on Tower Ddraft pay premium are not eligible for this premium.

3. Section 21.3 Temporary Instructor's Employee Development Specialist's Pay shall be modified as follows:

Temporary Instructors shall be paid at the applicable EDS rate while assigned to training. Whenever an employee is temporarily assigned to perform the duties of the Employee Development Specialist (EDS) classification, he/she shall be paid at the same EDS step that he/she occupies in his/her current position, as specified in the base wage schedule at Section 47.1, while assigned to training.

The applicable EDS rate shall be paid for vacations and holidays.

4. Section 27.1 Holidays shall be modified as follows:

The District shall observe thirteen (13) contractual holidays per year as follows:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
Washington's Birthday (third Monday in February)
Cinco de Mayo (May 5)
Memorial Day (last Monday in May)

Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Christmas Day (December 25)
New Year's Eve (December 31)
Employee's Birthday
Chinese New Year (February 10, 2013, January 31, 2014, February 19, 2015, February 8, 2016, January 28, 2017, February 16, 2018, February 5, 2019, January 25, 2020, February 12, 2021)

Should any contractual holiday fall on an employee's day off, the employee, at his/her option, shall receive an extra shift's pay at the employee's existing straight time rate during that pay period, or an extra shift off with pay at the employee's existing straight time rate ("floating holiday") to be taken within the contract year if requested by the employee upon return to work. Management shall allow a minimum one (1) employee per classification, per location (yard or line) to take a floating holiday except if an individual requesting the floating holiday cannot be replaced through other provisions of this Agreement, the request may not be granted. In such a case, the individual shall be given an explanation for the rejection of the request. He/she shall receive all monies due for the contractual holiday at the rate it was earned no later than the last pay period of the contract year.

If an employee files a grievance alleging the District unfairly denied an employee his/her floating holiday and subsequent investigation of the grievance determines that the District did violate this provision of the Agreement, the grievance will be settled in the following manner:

- A. The grievant will be paid holiday pay, at the straight time rate, for the denied holiday, and
- B. The grievant will not be charged with a loss of the denied holiday, but the holiday will still be carried on the employee's records as an unused holiday which may be used later, or, if unused later, will be paid off at the end of the contract year as otherwise provided for in the Agreement.

It is also understood that in determining if "...an individual requesting the holiday cannot be replaced through other provisions of this Agreement, the request may not be granted." - "other provisions of the Agreement" includes use of the Overtime provisions of the Agreement.

Should a contractual holiday occur during an employee's recognized vacation, the employee shall, at his/her option, receive an extra shift of compensation at the employee's straight time rate for that pay period, or an extra shift off with pay at the existing rate, to be taken consistent with department/ scheduling.

An employee may elect to have the post-tax cash equivalent value of unused floating holidays deposited in his or her MPPP account, subject to applicable legal limitations and the terms of the MPPP Plan.

5. Section 28.5 SHIFT DIFFERENTIAL shall be modified as follows:

A. Swing Shift: Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 p.m. and 12 midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift, at the existing straight time rate of pay.

- i. When an employee performs lead work and/or instruction and receives a lead pay premium of 10%, in accordance with Section S13.3 or S28.8, this swing shift premium shall additionally be increased by the lead pay premium (i.e., an additional 0.7% for a total of 7.7%).
- ii. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section S27.4, this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).

B. Graveyard Shift: Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 a.m., a graveyard shift premium of nine and one-half percent (9-1/2%) will be paid for all hours worked during the shift at the existing straight time rate of pay.

- i. When an employee performs lead work and/or instruction and receives a lead pay premium of 10%, in accordance with Section S13.3 or S28.8, this graveyard shift premium shall additionally be increased by the lead pay premium (i.e., an additional 0.95% for a total of 10.45%).
- ii. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section S27.4, this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).

6. Section 28.8 Leadworker & Instructor Premium shall be modified as follows:

Whenever an employee is assigned to formally instruct another employee, he/she shall receive ten percent (10%) per hour additional to his/her applicable rate of pay for such time so assigned.

Whenever an employee in a Foreworker classification is assigned or directed to conduct orientation or class-room instruction or to prepare instructional material as his/her primary assignment for any part of a day, he/she shall receive ten percent (10%) per hour additional to his/her applicable rate of pay for such time

so assigned. These provisions shall be applicable to incidental instruction by Foreworkers in the course of his/her primary assignment during any such hour.

An employee assigned, in the absence of supervision, as a leadworker to routinely and consistently lead other bargaining unit employees shall be paid a leadworker premium of ten percent (10%) per hours additional to his/her applicable rate of pay for such time so assigned. An employee is considered to be "routinely and consistently" performing lead duties whenever he/she is assigned as leadworker because they are part of the normally required duties of this assignment.

7. Section 29.5 Uniform Allowance shall be modified as follows:

Employees shall be provided a uniform allowance as follows:

Upon hire, employees shall be provided with uniforms, appropriate to their classification as specified by the District. Replacement of uniforms shall be made each year appropriate to the employee's classification and in accordance with the replacement schedule developed by the Uniform Committee with delivery dates as provided for in the contract with the uniform supplier. The value is anticipated to be less than \$1600 per employee per year with an anticipated increase of 5% (compounding) per year of this Labor Agreement.

In addition, effective July 1, 2013, employees shall be provided a uniform maintenance allowance of thirty dollars (\$30.00) per month to be included as a separate item in the employee's paycheck each month. Said amount shall be increased by five dollars (\$5.00) per month on July 1 of each fiscal year during the term of this contract.

8. The following agreement shall be added to MOU 02-99 and the Addendum thereto:

This Agreement is entered into this 4th day of August, 2017 between the San Francisco Bay Area Rapid Transit District (BART) and Amalgamated Transit Union Local 1555 ("ATU") in order to clarify the manner and method for compensating the District employee selected to serve as the ATU President/Business Agent.

WHEREAS, the Collective Bargaining Agreement between BART and ATU provides, at section 35, *inter alia*, that an employee on leave of absence shall have the option to pay into and continue in Health and Welfare Programs; that PERS contributions shall continue to the extent provided by law; and that full time officials shall have recall rights to their former position at BART with seniority accruing during such leave;

WHEREAS, MOU 02-99 and Addendum to 02-99 currently sets forth the manner and method of compensating the BART employee elected to serve as the ATU President/Business Agent.

WHEREAS, the Parties have agreed to modify the manner and method of compensating the BART employee selected to serve as the ATU President/Business Agent effective July 26, 2017.

WHEREAS, this Agreement supersedes MOU 02-99 and the Addendum thereto.

NOW THEREFORE, the Parties agree as follows:

1. An employee selected as ATU President/Business Agent shall be granted a paid leave of absence from his or her position at BART to serve, full time, in that capacity.
2. The ATU President shall remain on the payroll of the District and shall receive biweekly pay, for a forty (40) hour week, at his or her classification's straight-time rate of pay, for the duration of the time that the person is President/Business Agent of ATU Local 1555 and on a Leave of Absence.
3. The District shall continue to enroll the ATU President/Business Agent in all Health and Welfare benefits, PERS, MPPP and Deferred Compensation consistent with the rules of those plans and section 35 of the Collective Bargaining Agreement; the ATU President/Business Agent shall receive the same benefits and make the same employee contributions as provided in the parties' Collective Bargaining Agreement.
4. The President/Business Agent will be covered for Workers Compensation Insurance by ATU Local 1555. The President/Business Agent shall be working solely at ATU's direction and on its behalf while on the Leave of Absence. Said leave shall be implemented so that the employee does not lose pay or benefits solely as a result of acting as President.
5. To the extent that this Agreement alters the mechanism by which the President/Business Agent is paid, those changes shall go into effect retroactively, on July 26, 2017, upon execution and ratification by both parties.

This Side Letter of Agreement shall be deemed part of the Collective Bargaining Agreement between the parties.

CONCUR FOR THE
DISTRICT

CONCUR FOR THE
UNION

Martin Gran, Chief Labor Relations Officer
San Francisco Bay Area Rapid Transit District

Gena Alexander, President
ATU, Local 1555

Date

Date

SIDE LETTER OF AGREEMENT
BPMA/SL 1-17

RE: Clarification of Special Pay Provisions

Upon signing by the parties, this letter shall constitute a Side Letter of Agreement which has been reached by the San Francisco Bay Area Rapid Transit District (“District”) and BART Police Managers Association (“BPMA”) (hereinafter jointly referred to as “Parties”) regarding clarification of certain special pay provisions.

The Parties agree that certain provisions of the BPMA/BART contract require clarification and the following provisions of the BPMA/BART contract shall, effective following ratification of this side letter, be modified as follows:

1. Section 49, to the extent it addresses Quarterly Performance Report Incentive Pay shall be modified as follows:

Quarterly Performance Report Incentive Pay

Lieutenants assigned as Zone Commanders shall earn QPR incentive pay based upon successful achievement of the following BART Police Department Quarterly Performance Report (“QPR”) goals:

- BART Police Presence
- Crimes Against Persons
- Auto Theft and Burglary
- Average Emergency Response Time
- Bike Theft
- Quality of Life

Effective performance is achieved when three (3) of the QPR goals have been met or exceeded. This incentive pay will be awarded quarterly only for superior performance, meaning when four (4) or more of the QPR goals have been met or exceeded, and will be paid following the announcement of QPR results following each quarter.

The pay schedule for this incentive pay is as follows:

# of Goals Being Achieved:	4	5	6
Incentive Pay:	\$300	\$500	\$750

The Chief of Police shall review the incentive pay program at the beginning of each fiscal year (July) on an annual basis and may, at his/her sole discretion,

adjust the criteria of the QPR goals that have to be met in order for the incentive pay to be awarded.

2. Section 50, Special Assignment Pay, shall be revised as follows

In order to attract and retain qualified managers for special assignments, the District will compensate members assigned to the following special assignments \$350 per month for the duration of the assignment, the selection of which shall last a minimum of one (1) year.

Canine Sergeant: Supervises the Canine Team.

Detective Sergeant: Supervises detectives and the Crime Analysis and Video Recovery units.

Revenue Sergeant: Supervises Revenue Protection Guards.

Train Team Sergeant

TAG/SET Sergeant

Personnel and Training Sergeant: Supervises Training Officers and Background Investigators.

Internal Affairs Sergeant: Assigned to conduct internal investigations and other detective duties.

Traffic Sergeant

Critical Asset Patrol (CAP) Team Sergeant: Supervises the CAP Team.

Range Master Sergeant: Oversees all firearms training within the Police Department.

Manager of Security Programs Lieutenant: Supervises Emergency Preparedness Manager and all districtwide security programs.

Personnel and Training Lieutenant: Supervises the Personnel and Training Sergeants.

Administrative/Support Services Lieutenant: Supervises staff assigned to Police Administration (i.e., Fleet Maintenance, Evidence and Property, Warrants, etc.).

Criminal Investigations Lieutenant: Supervises staff of the following units: Criminal Investigations, Evidence Technician Program, Video Recovery Unit, and Crime Analysis.

Internal Affairs Lieutenant: Supervises staff in the Internal Affairs unit.

Special assignment compensation will be discontinued upon the civilianization of a position; or whenever a special assignment is eliminated by the Chief of Police.

Upon the addition of any special assignments, the Chief of Police shall meet and confer with the Association to determine if these additional assignments shall receive special assignment pay. The final decision shall remain with the Chief of Police.

3. Section 63, Shift Differential, shall be modified as follows:

For employees working a 5-8, 9-80 or a 4-10 work schedule, the following shall apply:

Where fifty percent (50%) or more of an employee's shift occurs between the hours of

4:00 p.m. and midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 21, this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).

Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 a.m., a graveyard shift premium of nine and one-half percent (9.5%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 21, this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).

For employees working a 3-12.5 work schedule, the following shall apply:

Day shift shall be defined as "A" Platoon.

Swing shift shall be defined as "B" Platoon and shall be paid a shift premium of seven percent (7%) for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 21, this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).

Graveyard shift shall be defined as "C" Platoon and shall be paid a shift premium of nine and one-half percent (9.5%) for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 21, this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).

4. Section 57, Uniform Allowance/Equipment, shall be modified as follows:

BPMA employees shall be provided with uniforms, appropriate to their classification, upon hire. The District agrees to pay all members annually for the cleaning, upkeep, and maintenance (excluding custom tailoring) of all BPMA uniforms and the purchase of uniform shoes (excluding safety shoes). Payments shall be made in the first payroll period in October as follows:

October 2013	\$1,005
October 2014	\$1,005
October 2015	\$1,005

October 2016	\$1,005
October 2017	\$1,005

The uniform allowance shall also be reported to CalPERS as Uniform Allowance.

The District agrees to reimburse employees for actual costs incurred for replacement of worn-out or damaged uniforms and damaged shoes. The District further agrees to reimburse employees for actual costs incurred for replacement of damaged, lost or destroyed equipment if such damage, loss or destruction is the direct consequence of the discharge of the employee's duties or of his/her obedience to the directions of the District. The value of all uniforms initially allotted to employees or replaced, excluding items that are solely for personal health and safety (such as protective vests, pistols, bullets and safety shoes), shall be reported to CalPERS as Uniform Allowance, is anticipated to be less than and shall not exceed \$2000 per employee in a year with an anticipated increase of 5% (compounding) per year of this Labor Agreement.

Employees must obtain prior approval for replacement of worn-out, damaged, lost or destroyed uniforms or items of equipment listed above. After approval is received, employees may purchase the uniform or item of equipment with an approved replacement. Compensation to employees for such replacement shall be accomplished by means of reimbursement upon presentation of a valid receipt.

Employees who are absent from work on leave of absence or non-industrial disability leave for extended periods of time, shall receive a reduced uniform allowance in accordance with the following schedule:

<u>Absence</u>	<u>Percentage Reduction</u>
30 Days	25%
60 Days	50%
90 Days	100%

This Side Letter of Agreement shall be deemed part of the Collective Bargaining Agreement between the parties.

CONCUR FOR THE
DISTRICT

CONCUR FOR THE
ASSOCIATION

Martin Gran, Chief Labor Relations Officer
San Francisco Bay Area Rapid Transit District

Chris Vogan, President
BART Police Managers Association

Date

Date

SIDE LETTER OF AGREEMENT
BPOA/SL 2-17

RE: Clarification of Special Pay Provisions

Upon signing by the parties, this letter shall constitute a Side Letter of Agreement which has been reached by the San Francisco Bay Area Rapid Transit District ("District") and BART Police Officers' Association ("BPOA") (hereinafter jointly referred to as "Parties") regarding clarification of certain special pay provisions.

The Parties agree that certain provisions of the BPOA/BART contract require clarification and the following provisions of the BPOA/BART contract shall, effective following ratification of this side letter, be modified as follows:

1. Section 4.1 A, Vacation shall be revised as follows:

In the event that an employee's bid vacation has been cancelled, he/she must attempt to reschedule at least one (1) week or forty (40) hours of that vacation within thirty (30) days of the date of cancellation. If an approved vacation is cancelled by the District, the employee is entitled to be reimbursed for actual and reasonable unrecovered expenses. Any unused vacation, if caused by action or inaction of the District, may be carried over into the next calendar year. The District may, in its discretion, require an employee to take up to one (1) week of vacation during a calendar year. The District will grant three (3) weeks of vacation following one (1) year of service, four (4) weeks of vacation after eight (8) years of service, five (5) weeks of vacation after fifteen (15) years of service. Automatically, upon the attainment of twenty (20) years of District service, employees will accrue four (4) weeks of vacation.* On July 1st following the date on which the employee has completed twenty (20) years of District service, the employee shall forfeit three (3) vacation days, and thereafter, accrue three (3) weeks and two (2) days of vacation. Effective July 1, 2005, Revenue Protection Guards and all Sworn personnel forfeit all "pop-up" vacation time. Employees may carry over up to sixty (60) days (up to forty-eight [48] days for employees on a 4-10 Plan) of vacation.

An enhancement to the vacation sign-up will take place at the same time as the annual vacation sign-up. Four (4) additional positions for each of the fifty-two (52) weeks will be listed as alternates. All employees will be allowed to select a combination of vacation and alternate positions, not to exceed the total number of weeks of vacation accrued for the present year. When a week of vacation is cancelled, the first alternate will be given that week of time.

2. The Minute Clarification to Section 4.1 shall be revised as follows:

*** Minute Clarification**

After twenty (20) years of District service, eligible employees will be permitted to sign up for six (6) weeks of vacation only if the employee has the time accrued already prior to the sign-up. Leave accrual excludes sick leave, however, compensatory time and holiday time may be counted towards the six (6) week sign-up request. An employee may sign up for a vacation time limit less than six (6) weeks based upon the time the employee has accrued prior to the sign-up only.

3. Section 4.5A, Holidays, shall be revised as follows:

- A. The District shall observe thirteen (13) contractual holidays per year as follows:

New Year's Day	(January 1st) *
Memorial Day	(last Monday in May)
Independence Day	(July 4th)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October - Federal government observed day)
Veteran's Day	(Federal government observed)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(4th Friday in November)
Christmas Day	(December 25th)
Four (4) floating holidays, except employees who have completed twenty (20) years of District service shall receive no floating holidays	

* Swing shift employees shall be given New Year's Eve as this holiday and day shift and graveyard shift employees shall be given New Year's Day as the holiday.

In order to be eligible for holiday compensation, an employee must be in a paid status the workday before and after the holiday. Should any holiday fall on an employee's day off, the employee shall receive an extra eight (8) hours of pay at the employee's regular base rate during that pay period, or an extra eight (8) hours off with pay, to be taken at the option of the employee consistent with department scheduling.

4. Section 7.1 CSO Special Assignments, first paragraph, shall be modified as follows:

The Chief of Police has the discretion to create Community Service Officer (CSO) special assignments, including assignments that are routinely and consistently responsible for administrative records of the Police Department, within any bureau of the Department. A CSO is considered to be "routinely and consistently" responsible for administrative records whenever he/she is in a special assignment responsible for administrative records, because they are part of the normally required duties of that assignment. If an assignment is created, the following guidelines will be followed:

5. Section 7.1 D CSO Special Assignments shall be modified as follows:

- D. After being selected and upon successful completion of on-the-job training, CSOs, while in special assignments, will receive a 5% temporary premium over their pre-existing base-pay rate. For certain special assignments designated as requiring enhanced skill or responsibility by the Chief of Police, with the General Manager's approval, the temporary premium will be 10% over the existing base-pay rate. Premium pay will not be compounded or pyramided in an overtime situation outside of the employee's special assignment; the employee's regular base rate of pay shall be used for the computation of overtime;

6. Section 8.3 D, Industrial Injuries, Community Service Officers, shall be modified as follows:

Community Service Officers or other Non-Sworn Personnel

While on duty, if a Community Service Officer (CSO) or other non-sworn employee is injured on District Property while providing immediate emergency assistance to a Sworn Officer or performing Proof of Payment enforcement duties who is engaged in a violent circumstance and/or is the victim of a violent attack and who summons for assistance and/or is in need of assistance and cannot summon for assistance, the BPD will pay the difference between the employee's Workers' Compensation Benefit and the employee's basic straight time earnings for thirty (30) days after the first five (5) days of benefit that is provided under the District's Workers' Compensation policy. During this thirty (30) day period, the employee is subject to any and all of the provisions of the District's Workers' Compensation Policy. Nothing in this paragraph is meant to alter the terms and conditions set forth in said policy and the employee's

responsibility thereto. After the thirty (30) day period has expired, the provisions set forth in paragraph "A" of this Provision, shall be implemented for the remainder of the employee's Workers' Compensation absence from the District, if such absence extends past the thirty (30) day period.

7. Section 10.6 Shift Differential, shall be modified as follows:

Employees working a 5/8, 9/80, or a 4/10 work schedule the following shall apply:

Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 p.m. and 12 midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 4.5, this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).

Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 a.m., a graveyard shift premium of nine and one-half percent (9½%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 4.5, this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).

Subject to Provisions 10.2, 10.3, and 10.5 of this Agreement governing choice of shifts, notice of changes in shift assignment shall be given as far in advance as practicable.

Employees working a 3/12-4/12 work schedule the following shall apply:

- Graveyard shift shall be defined as "C" Platoon and shall be paid a premium of nine and one half percent (9 ½%) for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 4.5, this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).
- Day shift shall be defined as "A" Platoon.
- Swing shift shall be defined as "B" Platoon and shall be paid a premium of seven percent (7%) for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 4.5, this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).

8. Section 11.2 Compensation, shall be modified as follows:

A. Sworn Officers

Longevity Pay Steps

Upon the completion of 10 years of service as a BART Police Officer, the officer shall receive a 2.5% pay increase.

Upon the completion of 14 years of service as a BART Police Officer, the officer shall receive a 2.5% pay increase.

Upon the completion of 20 years of District service, the employee shall receive a 4.03% pay increase.

On July 1st following the date on which the employee has completed twenty (20) years of District service, the employee shall receive a 2.47% pay increase.

1. Police Officer Candidates shall be paid a starting salary of seventy-five percent (75%) of the Step 1 salary range for Police Officer until successful completion of the Police Officer Standards and Training (P.O.S.T.) certified Police Recruit Academy. The Candidate shall thereafter receive eighty-five percent (85%) of the Step 1 salary range until successful completion of the BART Police Department's Field Training Program.
2. If approved by the Chief in his or her discretion, Sworn officers, with prior sworn officer experience may be paid a starting salary rate of not less than Step 1 of the salary range for Police Officer until successful completion of their probationary period.

Initial appointments of persons with prior police experience (with credit for such experience to be determined by the Chief of Police) may be made at any step through the Senior Police Officer range as determined appropriate by management subject to successful completion of all probationary requirements. This Provision shall not affect employees hired before the effective date of the 2005-09 agreement.

Field Training Officers (FTOs)

Effective the pay period following ratification and adoption of the CBA, only uniformed patrol officers, K-9 officers, and CAP Team members authorized as FTOs by the Chief of Police, and who routinely and consistently train other employees, shall receive a five percent (5%) incentive above base pay. An FTO is considered to be "routinely and consistently" performing training duties whenever he/she acts as an FTO, because they are part of the normally required duties of this assignment. There will be a maximum of 12 FTO assignments. The maximum FTO assignments may be exceeded at the discretion of the Chief of Police. The Chief of Police shall fill FTO vacancies in accordance with the FTO selection procedures set forth in Lexipol Policy 436, dated May 21, 2014.

FTO pay shall cease when the employee is no longer working in an FTO assignment.

An FTO who is not engaged in active FTO duties may be assigned OIC duties and other ancillary duties/responsibilities at the discretion of the Chief of Police or their designee. An FTO performing OIC or other relative duties shall not receive OIC pay.

An FTO who previously served as an FTO (in accordance with the above provisions) and returns to one of the above listed patrol assignments may apply to the Chief of Police for reinstatement as an FTO. The Chief of Police may waive the FTO selection process and reinstate the FTO.

Officer-in-Charge

An officer temporarily assigned to act as Officer-in-Charge, and who routinely and consistently leads or supervises other employees, will receive five percent (5%) above his/her present rate of pay while fulfilling such assignment. This Provision does not affect the circumstances under which persons are assigned to acting status. An Officer-in-Charge is considered to be "routinely and consistently" performing lead and/or supervisory duties whenever he/she acts as an Officer-in-Charge, because they are part of the normally required duties of this assignment.

Master Police Officer Program

The purpose of the Master Police Officer Program is to encourage experienced officers to increase their professional skills by serving in special, specialized and non-patrol assignments. To qualify for Master Police Officer status, an employee must satisfactorily meet all of the following criteria:

1. Ten (10) full years of experience as a sworn police officer, seven (7) full years of which must be as a Senior Advanced Officer and five (5) full years of which must have been in patrol with the Bay Area Rapid Transit District.
2. Work in and completion of two (2) full calendar year special, specialized or non-patrol assignments, one (1) of which must be a non-patrol assignment. The Officer must remain in the non-patrol assignment for a minimum of three (3) years. Any alteration of this requirement must be approved by the Chief of Police. Each of the following assignments qualify as one (1) assignment credit toward completion of the requirements needed to attain Master Police Officer status:
 1. Background Investigator **
 2. Bicycle Patrol
 3. Canine Handler
 4. Crime Analyst **
 5. Defensive Tactics Instructor

6. Detective **
7. Dispatch Qualified Officer
8. FBI Joint Terrorism Task Force **
9. Field Training Officer
10. Firearms Range Officer
11. First Aid/CPR Instructor
12. Hostage Negotiator
13. I.D. Technician *
14. Juvenile Officer */**
15. Motorcycle Officer *
16. Personnel & Training Officer **
17. Special Enforcement Team (SET) **
18. Special Investigation Unit */**
19. Special Problems Unit */**
20. SWAT Team
21. Tactical Team
22. Together Against Graffiti (TAG) Team **
23. Traffic Officer **
24. Train Team */**

The Chief of Police retains the sole discretion to make assignments consistent with Provision 7.1, Special Assignments. In the event an assignment is terminated by the Chief of Police, an officer who has worked one hundred eighty (180) days or more in a qualifying assignment shall receive credit for completion of the assignment.

The Chief of Police, at his discretion, may add assignments/ categories to the qualifying list.

Receipt of an "Effective" or higher rating in the officer's annual performance evaluations and no active discipline at the time of application for Master Police Officer status. Officers applying for Master Police Officer status who have not received an annual evaluation within the last six (6) months shall receive a written performance evaluation for the purpose of qualification for Master Police Officer status. Officers who are rated less than "Effective" and wish to appeal their disqualification shall have recourse to the Chief of Police for the purpose of qualification for Master Police Officer status only. The written appeal shall contain a brief outline of the facts and reasons giving rise to the appeal.

Achievement of Master Police Officer status shall be contingent upon meeting the requirements as set forth in Paragraphs A, B and C and formal presentation and approval of the necessary documents. Once Master Officer status is attained it becomes permanent. Officers achieving Master Police Officer status shall receive a two percent (2%) increase to their base wage.

* Discontinued Assignments listed for the purpose of initial qualification on January 1, 1996. These assignments shall be considered for future credit toward qualification only at the discretion of the Chief of Police.

** These assignments are considered as non-patrol assignments for Master Officer Status.

Master Officer Re-Opener:

Prior to July 1, 2015 The District and the BPOA shall meet to discuss the categories and qualifications within the Master Officer Program. Any change shall be by mutual written agreement. This reopener shall not modify the rights and privileges pertaining to the authority of the Chief of Police in administering the Master Officer Program.

Canine Handler Program

1. The District will purchase food products directly and provide the handler with supplies as needed.
2. The District will provide vehicles for duty and training assignments.
3. The District will provide a kennel with slab at the handlers' home. The District will board the canine for up to three weeks during handlers' vacation.
4. The District will be responsible for veterinary bills incurred by the canine and the purchase of equipment deemed necessary by the program coordinator for the effectiveness of the canine team.
5. After three continuous years with the canine, the handler will be given first option to purchase the canine at an agreed price (will not exceed \$100.00).
6. Canine handlers will receive an additional 2 (two) hours overtime each week for the additional time needed to keep and care for the canine.

B. Civilians

Longevity Pay Step

Upon the completion of 20 years of District service, the employee shall receive a 4.03% pay increase.

On July 1st following the date on which the employee has completed twenty (20) years of District service, the employee shall receive a 2.47% pay increase.

Community Service Officers (CSOs)*

CSOs will have a four (4) year pay progression with five (5) steps with twelve (12) months between steps. The CSO salaries are identified in the BPOA Wage Schedule.

*** Minute Clarification**

The final step was introduced on August 1, 2014 and will take place on the employee's next anniversary date.

Police Dispatchers

Progression to the top step of Dispatcher shall not be automatic, but shall be contingent upon merit performance at a level determined acceptable by management. After four (4) years of competent or better evaluations at this step, this step shall become permanent.

Revenue Protection Guards

Revenue Protection Guards will be paid at a rate equal to 80% of pay steps 1-5 for sworn police officers.

Effective January 1, 2014, Revenue Protection Guards will receive a fifty cent (\$0.50) per hour premium for maintaining a Class A Driver's License, which is required by the District to perform their duties. The District does not have to offer Class A Driver's License training on a regular basis.

C. Sworn Officers & Civilians

Temporary Instructor

Whenever an employee is assigned to formally instruct another employee, he/she shall receive two (2) hours straight time compensatory time for every eight (8) hours so assigned.

Bilingual Pay

The District shall pay twenty-five dollars (\$25) per pay period to active employees certified as fluent in a designated foreign language who occupy positions where the frequency of need and the use of the language is a reoccurring benefit to the District and the communities it serves. The Chief of Police retains the sole discretion to designate the languages, classifications and certification processes associated with this Provision.

On-Call Status

Any time that management places an employee in an on-call status, the employee shall receive ten (10) hours of compensatory time for each on-call week worked. Employees in an on-call status cannot volunteer for or sign into overtime while in on-call status.

9. Section 11.9A, Uniforms and Maintenance Allowance, shall be modified as follows:

A. Uniforms

The Department will have a written procedure that will specify all classifications required to wear District-purchased uniforms and state the uniform standards for each classification. BPOA employees shall be provided with uniforms, appropriate to their classification, upon hire and as items need to be replaced, in accordance with the Department's written procedure. The value of all uniforms provided to employees, excluding items that are solely for personal health and safety (such as protective vests, pistols, bullets and safety shoes), is anticipated to be less than \$2000 per employee in a year with an anticipated increase of 5% (compounding) per year of this Labor Agreement. All BPOA employees who are provided uniforms (Sworn Officers, Revenue Protection Guards, Dispatchers, Police Administrative Specialists, and Community Service Officers) shall receive an annual uniform allowance of one thousand fifty dollars (\$1,050), which will include the one hundred and twenty-five dollar (\$125) shoe allowance to be paid quarterly for cleaning and upkeep, excluding tailoring and repairs. No allowance will be paid while any employee is in an unpaid status.

10. Section 11.12, Special Assignments and Special Assignment Pay, shall be modified as follows:

The Chief of Police retains the authority to make special assignments in any manner deemed advisable for the best interest of the department provided the employee possesses the minimum qualifications for the assignment.

The Chief of Police retains the authority to assign personnel as set forth above and seniority modifications shall have no effect upon either the language or intent of this Provision. The Chief of Police also retains the authority to create special assignments within the Patrol Bureau for a duration not to exceed one (1) year.

If such assignments will last for the entire duration of the sign-up period they shall be made not less than forty-eight (48) hours prior to the beginning of the semi-annual shift selection process required in Provision 10.2, Shift Selection.

In order to attract and retain qualified Police Officers for special assignments, effective August 1, 2014, the District shall compensate all Police Officers two hundred and fifty dollars (\$250) per month for the duration of the following assignments, which shall last for a minimum of one (1) year:

- Backgrounds: Assigned to Police Administration (conducts background investigations) to provide support for Police Chief and command staff in the operation of the police department.
- Canine Team: Assigned to handle, train and board a canine.
- Crime Analysis: Assigned to conduct crime analysis and other investigative duties.
- Critical Asset Protection Team (“CAP”): Assigned to patrol in areas considered to be high value terrorism targets.
- Detectives: Assigned to conduct criminal investigations and other detective duties.
- Joint Terrorism Task Force: Serves as the Police Department's liaison with the FBI and other Bay Area law enforcement agencies.
- Traffic: Assigned to Police Administration (handles all traffic/parking related matters) to provide support for Police Chief and command staff in the operation of the police department.
- Training Officer: Assigned to organize, coordinate and develop internal and external trainings for BART PD personnel.

11. The Wage Schedules shall be modified to remove the notes following the schedules for both sworn and non-sworn wages.

This Side Letter of Agreement shall be deemed part of the Collective Bargaining Agreement between the parties.

CONCUR FOR THE
DISTRICT

CONCUR FOR THE
ASSOCIATION

Martin Gran, Chief Labor Relations Officer
San Francisco Bay Area Rapid Transit District

Keith Garcia, President
BART Police Officers' Association

Date

Date

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
TENTATIVE AGREEMENT

RE: Uniforms

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021 ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 12.2 as follows:

12.2 UNIFORMS *

During the life of this Agreement, the District will not handle uniform maintenance. The following uniform allowances will apply for those classifications as specified by the District:

- A. Five (5) items of uniforms will be available to be worn by maintenance employees. While on duty, one or more of the following items of apparel must be worn at all times:
 - 1. Coveralls
 - 2. Shirt/slack combination
 - 3. Bib overalls
 - 4. Waist-length jacket
 - 5. Shop coat (full length)

All items listed above must conform as to color, style, material, etc. to District specifications, with the Union to be consulted in development of specifications. It is hoped several Bay Area suppliers will be able to supply proper uniforms as needed.

- B. All uniforms by specification must have the employee's name on front of apparel and BART insignia may be required.
- C. Each maintenance employee, as specified by the District, and the Union, shall be supplied by the District at the District's expense any combination of five (5) items indicated in Paragraph A above. Routine cleaning and repair of uniforms will be the

responsibility of the employee. The District will replace individual uniform items as the items become worn or are otherwise in need of replacement. The value of all uniforms initially allotted to employees or replaced is anticipated to be less than \$1600 per employee per year with an anticipated increase of 5% (compounding) per year of this Labor Agreement.

- D. Washing or cleaning of uniforms on District facilities shall not be allowed. Storing of soiled uniforms in personal lockers is to be discouraged and avoided due to hygienic and fire hazards. Employees are expected to keep uniforms in repair and clean.
- E. Clerical employees not now receiving uniforms will not be eligible for uniform or maintenance allowance. However, if duties of any clerical employee involve handling of dirty materials or servicing of copying machines which may cause frequent soiling of clothing, an allowance of one (1) frock (up to a value of twenty-five [\$25.00] dollars) per contract year can be allowed during the life of the Agreement on an individual basis. No maintenance allowance shall be paid to Clerical employees.
- F. A maintenance allowance of one hundred dollars (\$100) semi-annually shall be paid on January 1 and July 1 of each year. This allowance shall be included in the employee's paycheck for the first pay period following January 1 and July 1 of each year. Said allowance shall be for the purchase and/or maintenance of uniforms. Employees hired on October 1 through December 31 and April 1 through June 30 of each Agreement year will be eligible to receive one (1) pair of safety shoes, but will not be eligible for the allowance until the first January or July allowance date after six (6) months of employment in an eligible classification. In those departments where the District has contracted for the cleaning and maintenance of uniform items, bargaining unit employees shall not be eligible to receive the semi-annual maintenance allowance.

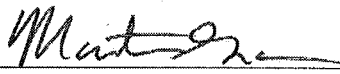
*** MINUTE CLARIFICATION**


The Union Chairperson and employees in a disability status of more than three (3) months during a respective uniform allowance period shall not be eligible for said uniform allowance.

Dated: 2/1/18

FOR THE DISTRICT

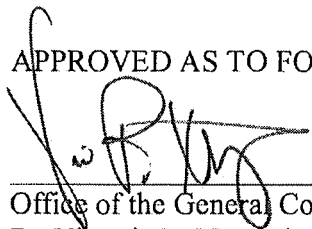
FOR THE UNION


Martin Gran *2/1/18*
Chief Labor Relations Officer


John Arantes
President, BART Chapter


Olivia Rocha
President, BART Professional Chapter

APPROVED AS TO FORM:


Office of the General Counsel
By Victoria R. Nuetzel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

TENTATIVE AGREEMENT

RE: Shift Differential

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021 ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 14.2 as follows:

14.2 SHIFT DIFFERENTIAL *

Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 p.m. and 12 midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 16.4, this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%). When an employee works Overtime and receives the applicable Overtime rate, in accordance with Section 14.1, this swing shift premium will be multiplied by said rate, as well (i.e., 10.5% or 14%).

Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 a.m., a graveyard shift premium of nine and one-half percent (9-½%) will be paid for all hours worked during the shift at the existing straight time rate of pay. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 16.4, this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%). When an employee works Overtime and receives the applicable Overtime rate, in accordance with Section 14.1, this graveyard shift premium will be multiplied by said rate, as well (i.e., 14.25% or 19%).

An employee's shift shall be determined in accordance with applicable Shift Differential language in the Labor Agreement and the following:

0001 - 0800 - Graveyard Shift

0800 - 1600 - Day Shift
1600 - 2400 - Swing Shift

If fifty percent (50%) or more of an employee's shift is worked between the hours of 0001 - 0800 the employee is working on Graveyard Shift, which is the 1st shift of the calendar day. If fifty percent (50%) or more of the employee's shift is worked between the hours of 0800 - 1600 the employee is working on Day Shift, which is the 2nd shift of the calendar day. If fifty percent (50%) or more of the employee's shift is worked between the hours of 1600 - 2400, the employee working on Swing Shift which is the 3rd shift of the calendar day.

Whatever shift the employee is working, he/she shall be compensated in accordance with the applicable rate of pay for that shift including shift differential if applicable.

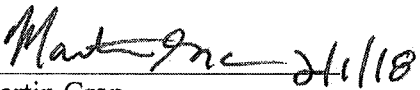
Any and all hours worked outside an employee's scheduled work shift hours shall be compensated at the applicable rate of pay for all hours worked during the designated hours of each designated shift.

*** MINUTE CLARIFICATION**


In the event that the employees normally assigned shift extends into the next shift due to manpower requirements or overtime needs they shall be paid the shift differential of the shift they are working, or their own shift, whichever is higher.

Dated: 2/1/18

FOR THE DISTRICT

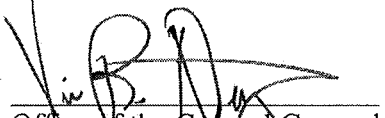

Martin Gran
Chief Labor Relations Officer

FOR THE UNION


John Arantes
President, BART Chapter


Olivia Rocha
President, BART Professional Chapter

APPROVED AS TO FORM:


Office of the General Counsel
By Victoria R. Nuetzel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
TENTATIVE AGREEMENT

RE: Leadworker

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021 ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 14.5 as follows:

14.5 LEADWORKER

An employee assigned, in the absence of supervision, as leadworker to routinely and consistently lead other bargaining unit employees shall be paid leadworker premium of one dollar (\$1.00) per hour additional to his/her applicable rate of pay for such time so assigned. An employee is considered to be "routinely and consistently" performing lead duties whenever he/she is assigned as leadworker because they are part of the normally required duties of this assignment.


Lead Assembler: An ~~leadworker position of Lead Assembler with the appropriate~~ shall be entitled to the leadworker premium ~~shall be implemented~~ described above whenever three (3) or more Assemblers are working on a shift. This Lead Assembler shall be required to have at least three (3) years assembly experience, with leadership potential.

Employee-In-Charge (EIC) and Secondary EIC (SEIC): A Maintenance Worker III (MW III) assigned as EIC or SEIC for a shift, in accordance with California Public Utilities Commission General Order 175-A, to routinely and consistently lead the job safety briefing(s) and coordinate the safety actions of employees and/or other District-authorized individuals at a Right of Way worksite, including use of Roadway Worker Protections, shall be paid EIC premium of five percent (5%) per hour in addition to his/her applicable rate of pay for all hours worked during the shift. An employee is considered to be "routinely and consistently" performing EIC/SEIC duties whenever he/she is assigned as EIC/SEIC because they are part of the normally required duties of this assignment.

Dated: 2/1/18

FOR THE DISTRICT

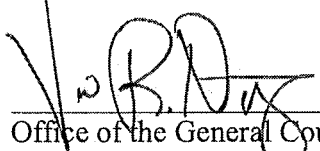
FOR THE UNION


Martin Gran 2/1/18
Chief Labor Relations Officer


John Arantes
President, BART Chapter


Olivia Rocha
President, BART Professional Chapter

APPROVED AS TO FORM:


Office of the General Counsel
By Victoria R. Nuetzel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

TENTATIVE AGREEMENT

RE: Special Pay Premiums

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021 ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 14.6 as follows:

14.6 SPECIAL PAY PREMIUMS

A premium rate shall be paid employees performing special work as defined herein. For all Special Pay Premiums listed in Section 14.6, the employee is considered to be "routinely and consistently" performing the defined duties whenever he/she performs the duties, because they are part of the normally required duties of the employee's classification. Employees assigned shall receive a premium rate of one dollar (\$1.00) per hour above their regular straight time rate of pay for work so assigned. This payment shall be applicable only when employees perform special work which shall include:


- A. Sewer Crew Premium: Routinely and consistently performing maintenance work in sewer sumps, and sewers, and sewer pumps (less motors);
- B. Heavy/Special Equipment Operator Premium: Routinely and consistently operating heavy/special equipment that is also a vehicles of a two rear axle class or higher;
- C. Toxic Certification License Pay: When employees are routinely and consistently required to hold toxic certification licenses for OSHA LD50 ratings #1 and #2 relating to herbicides and pesticides only, which are government agency required licenses;
- D. Height Premium: Routinely and consistently performing any work, including pole climbing but excluding window washing, which shall subject the employee to a fall of more than forty-five (45) feet;

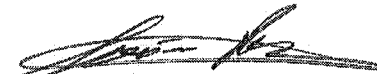
- E. Bilingual Premium: Routinely and consistently working a bilingual shift (Phone Center);
- F. Exterior car cleaners;
- G. Bio-Hazard Premium: Any System Service, Utility Worker or any other employee who is routinely and consistently ~~may be~~ required to perform any biological clean-up of human remains following an accident or injury. This compensation is received for performing work to prevent safety issues when human remains are present;
- H. High Voltage Hazard Premium: Routinely and consistently performing any electrical work in excess of 34.5kv-;
- I. CCCM License Pay: When employees working in or in support of the Elevator/Escalator Department hold and maintain a Certified Competent Conveyance Mechanic (CCCM) license, which is a government agency required license.

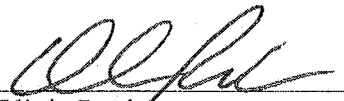
Dated: 2/1/18

FOR THE DISTRICT


FOR THE UNION


 Martin Gran
 Chief Labor Relations Officer 2/1/18


 John Arantes
 President, BART Chapter


 Olivia Rocha
 President, BART Professional Chapter

APPROVED AS TO FORM:


 Office of the General Counsel
 By Victoria R. Nuetzel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

TENTATIVE AGREEMENT

RE: Temporary Instructor

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021 ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 14.7 as follows:

14.7 TEMPORARY INSTRUCTOR

Whenever an employee is assigned to formally instruct another employee, he/she shall receive one dollar (\$1.00) per hour additional to his/her applicable rate of pay for such time so assigned.

Whenever an employee in a foreworker classification or clerical is assigned or directed to conduct orientation or classroom instruction or to prepare instructional material as his/her primary assignment for any part of a day, he/she shall receive one dollar (\$1.00) per hour additional to his/her applicable rate of pay for such time so assigned. These provisions shall not be applicable to incidental instruction by foreworkers or the clerical classification in the course of an assignment, if such instruction is not specifically his/her primary assignment during any such hour.

To be eligible for instructor pay, an employee must be assigned by the District to specifically instruct or train an employee in a routine and consistent manner on a specific job. An employee is considered to be "routinely and consistently" instructing or training another employee whenever he/she is temporarily assigned to specifically instruct or train an employee on a specific job, because instruction and training are part of the normally required duties of this assignment.

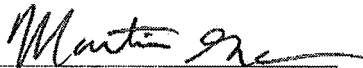
When an employee is assigned to work with another employee on a day-to-day basis, or in cases of familiarization, orientation (including OJT) no instructor pay is due.

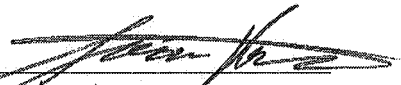
Temporary instructors for Maintenance and Clerical Subunit training shall be selected from among the classification being trained, whenever practical, to accommodate special training needs. Temporary instructors shall be paid at the applicable instructor premium while assigned to training.

Dated: 2/1/18

FOR THE DISTRICT

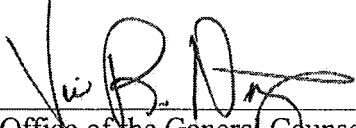
FOR THE UNION


Martin Gran *2/1/18*
Chief Labor Relations Officer


John Arantes
President, BART Chapter


Olivia Rocha
President, BART Professional Chapter

APPROVED AS TO FORM:


Office of the General Counsel
By Victoria R. Nuetzel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

TENTATIVE AGREEMENT

RE: Super-Seniority

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021 ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 20.2 as follows:

20.2 SUPER-SENIORITY

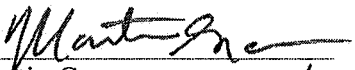
Union Officers and Chief Stewards shall be afforded super-seniority as follows:

- A. Monday through Friday Day shift;
- B. Seniority on layoff in classification;
- C. In case of conflict, District date-of-hire will prevail;
- D. When no Saturday or Sunday regular days off or day shifts exist, the District shall be under no obligation to retain or create a position for an employee because of preferred seniority status for whom there is no work or who cannot perform available work in a qualified manner. In the event no Saturday/Sunday regular days off or day shifts exist, employees afforded super-seniority shall have bumping rights to the preferred shift.
- E. Chief Stewards elected from the off shifts, shall retain their differential for time worked.
- F. During their respective terms of office, the President and two vice-presidents of the BART Chapter and the President and vice-president of BART Professional Chapter shall ~~receive relief differential~~ be designated as working a Relief Shift and paid the Relief Shift differential in accordance with the terms of Section 24.7 in recognition of their ~~variable work schedules~~ duties requiring them to work multiple varying shifts, as reflected in current practice.

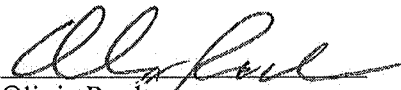
Dated: 2/1/18

FOR THE DISTRICT

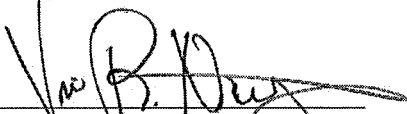
FOR THE UNION


Martin Gran 2/1/18
Chief Labor Relations Officer


John Arantes
President, BART Chapter


Olivia Rocha
President, BART Professional Chapter

APPROVED AS TO FORM:


Office of the General Counsel
By Victoria R. Nuetzel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
TENTATIVE AGREEMENT

RE: Relief Shift

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021 ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 24.7 as follows:

24.7 RELIEF SHIFT

The District may establish ~~positions designated as Relief Shift positions~~ shifts that

~~Such positions~~ may be utilized for job assignments involving multiple starting times and report locations which cannot be covered through the normal fixed work location procedures with the available personnel.

Such positions shall be filled through the normal bidding procedures. The bid form shall designate the shift and clearly specify the multiple fixed start times/locations.

- A. Of the positions described immediately above, those positions which involve multiple start times shall be designated Relief Shift positions.

Employees awarded such Relief Shift positions shall be granted a twelve percent (12%) differential above the base rate of pay for the classification for all hours worked. Such differential shall be reported, for the purpose of calculation of pensionable compensation in the same manner as shift differential.

- B. Positions which involve multiple locations only shall be designated Rover Shift locations.

Employees awarded such Rover Shift positions shall be granted a twelve percent (12%) differential above the base rate of pay for the classification for all hours

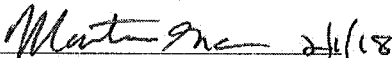
worked; however, the Rover Shift differential shall not be reported as part of an employee's pensionable compensation.

There will be no reduction in the affected classification workforce as a specific result of the implementation of this Section.

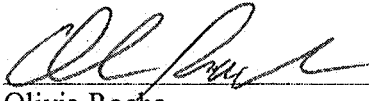
Dated: 2/1/18

FOR THE DISTRICT

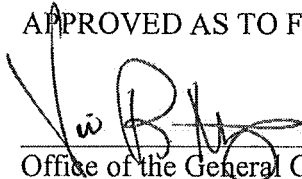
FOR THE UNION


Martin Gran
Chief Labor Relations Officer


John Arantes
President, BART Chapter


Olivia Rocha
President, BART Professional Chapter

APPROVED AS TO FORM:


Office of the General Counsel
By Victoria R. Nuetzel

SIDE LETTER OF AGREEMENT
SEIU eBART/SL 18-01

RE: Clarification of Special Pay Provisions

Upon signing by the parties, this letter shall constitute a Side Letter of Agreement which has been reached by the San Francisco Bay Area Rapid Transit District ("District") and Service Employees International Union Local 1021, eBART ("SEIU") (hereinafter jointly referred to as "Parties") regarding clarification of certain special pay provisions.

The Parties' mutual goal was to cooperate with CalPERS to attempt to maintain the pensionability of special compensation items referenced in CalPERS's audit findings beginning in 2014, to the extent possible. To that end, the Parties agree that certain provisions of the SEIU/eBART contract require clarification and the following provisions of the SEIU/eBART contract shall, effective following ratification of this Side Letter, be modified:

1. Section 3.7 District Uniform Program/Regulations
2. Section 6.3 Shift Differential
3. Section 6.4 Leadworker & Instructor Premium
4. Section 6.8 Special Pay Premiums

This Side Letter of Agreement shall be deemed part of the Collective Bargaining Agreement between the parties.

CONCUR FOR THE
DISTRICT

CONCUR FOR THE
UNION

Martin Gran, Chief Labor Relations Officer
San Francisco Bay Area Rapid Transit District

John Arantes, President
SEIU BART Chapter

Date

Date

Olivia Rocha, President
SEIU BART Professional Chapter

Date

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021,
EBART**

TENTATIVE AGREEMENT

RE: District Uniform Program/Regulations

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021, eBART ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 3.7 as follows:

3.7 DISTRICT UNIFORM PROGRAM / REGULATIONS

eBART employees are required to be in uniform at all times while on-duty. Employees will maintain an appropriate appearance.

The District shall provide and replace uniforms and/or cover the cost of purchasing uniforms for employees working within eBART, and shall reimburse employees for the expense of laundering/maintaining uniforms or provide for laundering at the District at no cost to the employee.


During the initial start-up, eBART management will meet with the Union regarding each classification to determine the style and the amount of items to be provided. Additionally, eBART management will meet to discuss how the uniforms will be provided (e.g., purchased, rented), how the uniforms will be maintained (e.g., cleaning, wear and tear) and if any allowance is required.

After the initial start-up, eBART management will determine a replacement schedule. In addition, the District will replace individual uniform items as the items become worn or are otherwise in need of replacement. The value of the uniform items to be provided is anticipated to be less than \$1600 per employee per year with an anticipated increase of 5% (compounding) per year of this Labor Agreement.

Dated: 2/1/18

FOR THE DISTRICT

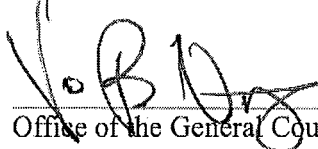
FOR THE UNION


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APPROVED AS TO FORM:


Office of the General Counsel
By Victoria R. Nuetzel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021,
EBART**

TENTATIVE AGREEMENT

RE: Shift Differential

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021, eBART ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 6.3 as follows:

6.3 SHIFT DIFFERENTIAL

- A. Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 pm and midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift at the existing straight time rate of pay.
- i. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 4.4, this swing shift premium will be multiplied by one and one half times, as well (i.e., 10.5%).
 - ii. When an employee works Overtime and receives the applicable Overtime rate, in accordance with Section 6.2, this swing shift premium will be multiplied by said rate, as well (i.e., 10.5% or 14%).
 - iii. When an employee performs lead work and/or instruction and receives a lead pay premium of 5%, in accordance with Section 6.4, this swing shift premium shall additionally be increased by the lead pay premium (i.e., an additional 0.35% for a total of 7.35%).
- B. Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 am, a graveyard shift premium of nine and one-half percent (9½%) will be paid for all hours worked during the shift at the existing straight time rate of pay.
- i. When an employee works on a holiday and receives one and one half times their regular rate of pay, in accordance with Section 4.4, this graveyard shift premium will be multiplied by one and one half times, as well (i.e., 14.25%).

- ii. When an employee works Overtime and receives the applicable Overtime rate, in accordance with Section 6.2, this graveyard shift premium will be multiplied by said rate, as well (i.e., 14.25% or 19%).
- iii. When an employee performs lead work and/or instruction and receives a lead pay premium of 5%, in accordance with Section 6.4, this graveyard shift premium shall additionally be increased by the lead pay premium (i.e., an additional 0.475% for a total of 9.975%).


Any and all hours worked outside an employee's scheduled work shift hours shall be compensated at the applicable rate of pay for all hours worked during the designated hours of each designated shift.


In the event that the employees' normally assigned shift extends into the next shift due to manpower requirements or overtime needs, they shall be paid the shift differential of the shift they are working, or their own shift, whichever is higher.


Dated: 2/1/18

FOR THE DISTRICT

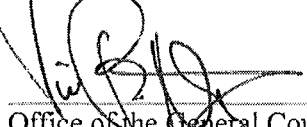
FOR THE UNION


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APPROVED AS TO FORM:


Office of the General Counsel
By Victoria R. Nuetzel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021,
EBART**

TENTATIVE AGREEMENT

RE: Leadworker & Instructor Premium

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021, eBART ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 6.4 as follows:

6.4 LEADWORKER & INSTRUCTOR PREMIUM

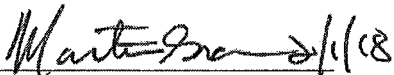
An employee assigned by the COO or designee, in the absence of supervision, as leadworker to routinely and consistently lead other bargaining unit employees shall be paid leadworker premium of five percent (5%) per hour additional to his/her applicable rate of pay for such time so assigned. An employee is considered to be "routinely and consistently" performing lead duties whenever he/she is assigned as leadworker because they are part of the normally required duties of this assignment.

Whenever an employee is assigned by the COO or designee to formally instruct another employee in a routine and consistent manner, he/she shall receive five percent (5%) per hour additional to his/her applicable rate of pay for such time so assigned. An employee is considered to be "routinely and consistently" instructing or training another employee whenever he/she is temporarily assigned to specifically instruct or train an employee on a specific job, because instruction and training are part of the normally required duties of this assignment.

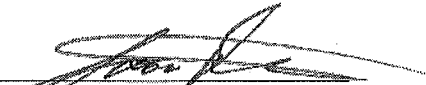
Dated: 2/1/18

FOR THE DISTRICT

FOR THE UNION



Martin Gran
Chief Labor Relations Officer

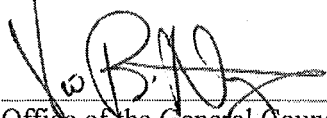


John Arantes
President, BART Chapter



Olivia Rooha
President, BART Professional Chapter

APPROVED AS TO FORM:



Office of the General Counsel
By Victoria R. Nuetzel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021,
EBART**

TENTATIVE AGREEMENT

RE: Special Pay Premiums

The San Francisco Bay Area Rapid Transit District ("BART") and the Service Employees International Union Local 1021, eBART ("SEIU") (hereinafter jointly referred to as "Parties") have negotiated and reached a tentative agreement on modification of this provision of the Collective Bargaining Agreement ("CBA"), by side letter, regarding clarification of certain special pay provisions. No tentative agreement shall be a final agreement except as a part of a total package agreement between the Parties related to the side letter. All Parties agree that final approval of the tentative side letter and the provisions modified by that side letter is subject to ratification by SEIU membership and the BART Board of Directors.

The Parties agree to revise Section 6.8 as follows:

6.8 SPECIAL PAY PREMIUMS

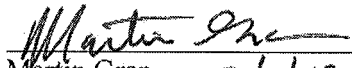
A premium rate shall be paid to employees assigned to perform special duties as defined herein. For all Special Pay Premiums listed in Section 6.8, the employee is considered to be "routinely and consistently" performing the defined duties whenever he/she performs the duties, because they are part of the normally required duties of the employee's classification. Employees assigned shall receive a premium rate of one dollar (\$1.00) per hour above their regular straight time rate of pay for duties so assigned. This payment shall be applicable only when employees perform special duties which shall include:


- A. Sewer Crew Premium: Routinely and consistently performing maintenance work performed in sewer sumps, and sewers, and sewer pumps (less motors);
- B. Exterior car cleaning; or
- C. Bio-Hazard Premium: Routinely and consistently performing any biological clean-up of human remains following an accident or injury. This compensation is received for performing work to prevent safety issues when human remains are present.

Dated: 2/1/18

FOR THE DISTRICT


FOR THE UNION


Martin Gran 2/1/18
Chief Labor Relations Officer


John Arantes
President, BART Chapter


Olivia Rocha
President, BART Professional Chapter

APPROVED AS TO FORM:


Office of the General Counsel
By Victoria R. Nuetzel



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Robert M. Perum</i> 14 March 2018		GENERAL MANAGER ACTION REQ'D: Approval and forward to Board		
DATE: 2/6/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Deidre Heitman Dept: Grant Development	General Counsel <i>[Signature]</i>	Controller/Treasurer <i>[Signature]</i> 3/14/18	District Secretary	BARC <i>[Signature]</i> 3/14/18
Signature/Date: <i>Deidre Heitman</i> 3/7/18	<i>[Signature]</i> 3/2/18 []	[]	[]	[]
Status: Approved		Date Created: 2/6/2018		

Resolution Authorizing the Execution of the Additional Rail Car Project Application, and Supporting Documents, for the FY 18 Low Carbon Transit Operations Program (LCTOP)

PURPOSE:

To obtain Board approval of a Resolution Authorizing the Execution of the Additional Rail Car Project Application, and Supporting Documents, for the FY 18 Low Carbon Transit Operations Program (LCTOP)

DISCUSSION: The Low Carbon Transit Operations Program (LCTOP) is one of several programs established by the California Legislature through Senate Bill 862 in 2014 and further amended in 2016 through Senate Bill 824. Drawing its funds from the state's Cap-and-Trade Program's annual proceeds, the LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on disadvantaged communities with direct, meaningful and assured benefit.

Projects eligible to receive LCTOP funding are those that demonstrate greenhouse gas emissions reductions and are consistent with both BART's Short Range Transit Plan and the region's Sustainable Communities Strategy (i.e., Plan Bay Area). In addition, 50% of the total funds received by a transit agency must be expended on projects that benefit disadvantaged communities within the agency's service area. Because approximately 50% of BART's stations serve disadvantaged communities, staff have determined that any project serving the entire BART system meets this criterion. LCTOP funds can be used for either operating or capital programs or projects including new or expanded bus or rail services, expanded

intermodal facilities, equipment acquisition, maintenance and other operating costs.

The LCTOP is formula-based program, administered by the California Department of Transportation (Caltrans). BART receives the funds directly from the state once the application is approved. For FY 18, BART is eligible to receive \$5,635,855, more than twice what it received in FY 17, due to the high receipts generated by the carbon auctions held in late 2017.

Program guidelines require transit agencies that receive LCTOP funds to authorize, by Board resolution, its agents to execute application documents and provide certain certifications and assurances.

For the past two years (FY 16 and FY 17), the BART Board has approved resolutions authorizing the use of LCTOP for the acquisition of four (4) new rail cars as part of BART's Fleet of the Future. In addition, the BART Board approved a motion that, starting with the FY 16 amount, three (3) years of LCTOP funds be banked until FY 19 when full production of the new cars has commenced. The total amount banked, \$12,179,045, including funds received from FY 16 and FY 17, and the amount included in the FY 18 LCTOP application, will be used to offset, in part, the FY 16, FY 17, and FY 18 allocations to capital from the Operating Budget for the new rail car program. Caltrans has approved the previous two allocation requests. This application for LCTOP funds in FY 18 represents the third and final year of the three-year program.

FISCAL IMPACT:

If the proposed project is approved by Caltrans, the funds will be applied to the acquisition of the four new cars.

By adopting this Resolution Authorizing the Execution of the Additional Rail Car Project Application, and Supporting Documents, for the FY 18 Low Carbon Transit Operations Program (LCTOP), BART may receive \$5,635,855 on or before June 30, 2018.

This action will have no fiscal impact on un-programmed District Reserves.

ALTERNATIVES:

Do not approve the Resolution Authorizing the Execution of the Additional Rail Car Project Application, and Supporting Documents, for the FY 18 Low Carbon Transit Operations Program (LCTOP). BART could choose another project.

RECOMMENDATION:

Adoption of the following motion.

Resolution Authorizing the Execution of the Additional Rail Car Project Application, and Supporting Documents, for the FY 18 Low Carbon Transit Operations Program (LCTOP)

MOTION:

The BART Board approves adoption of the attached Resolution "In the Matter of Authorizing Execution of A Project Application and Filing Related Forms for the FY 2017-18 Low Carbon Transit Operations Program for \$5,635,855 in Funding for the LCTOP Additional Rail Car Project."

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

In the Matter of Authorizing Execution of
A Project Application and Filing Related
Forms for the FY 2017-18 Low Carbon Transit
Operations Program for \$5,635,855 in
Funding for the LCTOP Additional Rail Car Project/

Resolution No. _____

WHEREAS, the San Francisco Bay Area Rapid Transit District is an eligible project sponsor and may receive state funding for transit projects from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by applicable regulations; and

WHEREAS, Senate Bill 862 (2014) named the California Department of Transportation (Caltrans) as the administrative agency for the LCTOP; and

WHEREAS, Caltrans has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, BART wishes to implement the LCTOP Additional Rail Car project,

NOW, THEREFORE, BE IT RESOLVED by the BART Board of Directors that it agrees to comply with all conditions and requirements set forth in the Certifications and Assurances, the Authorized Agent document, and applicable statutes, regulations and guidelines for all LCTOP-funded transit projects; and

BE IT FURTHER RESOLVED by the Board of Directors of the San Francisco Bay Area Rapid Transit District that it hereby authorizes the submittal and nomination of the Additional Rail Car Project for state funding and makes an allocation request of \$5,635,885 to Caltrans for FY 2017-18 LCTOP funds.

AGENCY BOARD DESIGNEE:

BY: _____

###

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

TO: Board of Directors

DATE: March 16, 2018


FROM: General Manager

SUBJECT: Financial Outlook for FY19 Presentation

Attached is the "Financial Outlook for FY19" presentation that will be presented to the Board at the March 22, 2018 meeting as an information item.

If you have any questions about the document, please contact Pamela Herhold, Acting Assistant General Manager, Performance and Budget, at 510-464-6169.




Grace Crunican

cc: Board Appointed Officers
Deputy General Manager
Executive Staff



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>14 March 2018</i> <i>[Signature]</i>		GENERAL MANAGER ACTION REQ'D:		
DATE: 2/20/2018		BOARD INITIATED ITEM: Yes		
Originator/Prepared by: David Scherer Dept: Maintenance and Engineering <i>[Signature]</i> Signature/Date: <i>3/12/18</i>	General Counsel <i>[Signature]</i> <i>3/12/18</i> []	Controller/Treasurer <i>[Signature]</i> <i>3/12/18</i> []	District Secretary []	BARC <i>[Signature]</i> <i>3/12/18</i> []

Award of Invitation For Bid 9041 C55 Interlocking Materials

PURPOSE:

To obtain Board authorization for the General Manager to award IFB No.9041 for the procurement of special track work to Voelstalpine Nortrak Inc, Seattle, WA. for the Base Bid price of \$2,125,806.94 including all applicable sales tax.

DISCUSSION:

IFB 9041 will provide the special track work materials required for the Measure RR funded C55 Interlocking track replacement. This procurement will provide all the concrete ties, plating, fabrication of switch points, frogs, guard rails, and all other components required to manufacture Three (3) No.15 turnouts, One (1) No.15 Crossover, Four (4) No.10 Turnouts, 345 Concrete ties and One (1) Alstom Switch Machine. The new rail and components will replace existing original wood tie turnouts with concrete tie turnouts, reducing maintenance requirements, and provide a smoother, quieter ride for patrons.

This is a one (1) year Estimated Quantity Contract. Pursuant to the terms of the District's standard Estimated Quantity Contract, during the term of the contract the District is required to purchase from the supplier a minimum amount of 50% of the contract bid price. Upon Board approval of this contract, the General Manager will also have the authority to purchase up to 150% of the contract bid price, subject to the availability of funding.

A notice requesting bids was published on December 11, 2017. On December 8, 2017, this solicitation was uploaded onto the BART Vendor Portal. Correspondence was sent to seven (7) prospective bidders inviting them to view the solicitation on the Vendor Portal.

Bids were opened on February 13, 2018 and one (1) bid was/were received.

<u>Bidder</u>	<u>Total Including 8.75% Sales Tax</u>
---------------	--

Voestalpine Nortrak Inc.	\$2,125,806.94
--------------------------	----------------

Independent cost estimate by BART staff:	\$2,015,409.38
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Pursuant to the Special Provisions, Bids were evaluated on the basis of the total bid price. Staff determined that the apparent low bidder, Voestalpine Nortrak, Inc. submitted a responsive bid, based on the comparison to the independent cost estimate. Staff also determined that the bid pricing was fair and reasonable based on comparison to the independent cost estimate.

The District's Non-Discrimination Program for Subcontracting is not applicable to Invitations for Bid. Accordingly, the Office of Civil Rights did not set Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Availability Percentages for this IFB.

FISCAL IMPACT:

Funding in the amount of \$3,188,710 for IFB No.9041 is included in the total project budget for FMS# 15CQ002 – Rails, Ties, Fasteners Phase3 Measure RR.

The table below lists funding assigned to the referenced project and is included to track funding history against spending authority. Funds needed to meet this request will be expended from the following sources:

	
F/G 802A - 2017A Measure RR GOB	\$616,949,279
F/G 8529 - FY 2015 Operating Capital Allocation	\$197,246
	

As of March 1, 2018, \$617,146,525 is the total budget for this project. BART has expended \$22,591,648, committed \$21,147,895 and reserved \$62,354,686 to date for other actions. This action will commit \$3,188,710 leaving an available balance of \$507,863,585 in these fund-sources for this project.

The Office of the Controller/Treasurer certifies that funds are currently available to meet this

obligation.

This action is not anticipated to have any Fiscal Impact on unprogrammed District Reserves.

ALTERNATIVE:

Reject all bids and re-advertise the contract. This, however, is not likely to lead to increased competition or lower prices and will result in delay to the replacement of the existing interlocking which is nearing the end of its useful life.

RECOMMENDATION:

Based on the analysis by staff and certified by Controller-Treasurer that the funds are available for this purpose, it is recommended that the board adopt the following motion.

MOTION:

The General Manager is authorized to award Invitation For Bid No. 9041 for the procurement of turnouts to Voelstalpine Nortrak, Inc. Seattle, WA. for the bid price of \$2,125,806.94 including all taxes, pursuant to notification to be issued by the General Manager, subject to compliance with the Districts Protest procedure.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

TO: Board of Directors

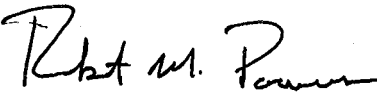
DATE: March 16, 2018

FROM: General Manager

SUBJECT: Santa Clara County BART Extension: Update on Phase I and Phase II

Following on the discussion at the March 8, 2018 meeting of the Board of Directors, staff has worked with Santa Clara VTA staff on a co-created presentation (see attached) which describes the construction period mitigation plan for the twin-bore alignment alternative of the Silicon Valley Extension Phase II.

If you have any questions about these matters, please contact Robert Powers, Deputy General Manager at 510-464-6126.



for Grace Crunican

cc: Board Appointed Officers
Deputy General Manager
Executive Staff

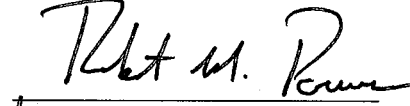
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

TO: Board of Directors **DATE:** March 16, 2018
FROM: General Manager
SUBJECT: Station Wayfinding Signage/Real-Time Display Improvement Update

Staff will present the attached presentation under Agenda Item No. 3 at the Board of Directors meeting on March 13, 2018 on Station Wayfinding Signage/Real-time Display Improvement Update.

If you have any questions about these matters, please contact Carl Holmes, Assistant General Manager for Planning, Development, and Construction at 510-464-7592.


Grace Crunican

cc: Board Appointed Officers
Deputy General Manager
Executive Staff

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

TO: Board of Directors

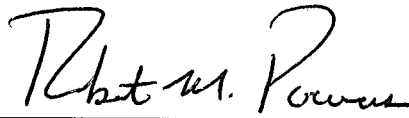
DATE: March 16, 2018

FROM: General Manager

SUBJECT: Transbay Tube Earthquake Safety Service Plan

Attached is the "Transbay Tube Earthquake Safety Service Plan" presentation. Staff will provide an update on the status of the Transbay Tube Earthquake Safety Service Plan along with an overview of the service plan options for consideration during the March 22, 2018 Board Meeting.

For further information, please contact Paul Oversier, Assistant General Manager, at 510-464-6710.


for Grace Crunican

cc: Board Appointed Officers
Deputy General Manager
Executive Staff

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

TO: Board of Directors

DATE: March 16, 2018

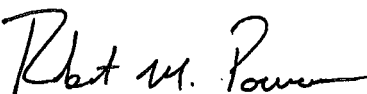
FROM: General Manager

SUBJECT: Roll Call for Introductions Item #18-812

This memo responds to Roll Call for Introductions #18-812, in which Directors Simon and Dufty requested a report on the status of the investigation of the officer involved shooting that occurred on January 3rd, 2018. The RCI also requests a description of the process San Francisco uses to connect with the community after an officer involved shooting.

Attached is the requested report. Staff will provide an update on the status of the investigation at the March 22nd Board meeting. In addition, please find a memo from General Counsel regarding potential litigation on this officer involved shooting.

If you have any questions about this matter, please contact Grace Crunican, General Manager or BART Chief of Police, Carlos Rojas, at 510-464-7022.



for Grace Crunican

cc: Board Appointed Officers
Deputy General Manager
Executive Staff

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

TO: Board of Directors **DATE:** March 16, 2018
FROM: Grace Crunican/Carlos Rojas
SUBJECT: Officer Involved Shooting (OIS) Process and Update

The following is an overall synopsis and update to the Officer Involved Shooting (OIS) that occurred near the West Oakland BART Station on January 3, 2018.

Initial Response

The OIS occurred on January 3, 2018, at approximately 1641 hours. Immediately after the shooting, the Oakland Police Department responded and set up a crime scene around the general location of the incident at 7th St. and Chester St. The following entities responded to the incident to initiate/assist/observe the investigation:

- Alameda County District Attorney's Office (ACDA)
- Oakland Police Department Homicide Unit (OPD)
- BART Police Department Criminal Investigations Division (BPD)
- BART Police Department Office of Internal Affairs
- BART Police Department Executive Staff
- Office of the Independent Police Auditor
- Mastagni Law Offices on behalf of the involved officer (Officer Mateu)
- BART Police Department Trauma Response Team
- BART Police Chaplain
- BART Police Officers Association President

Officer Mateu was initially taken to the BPD then transferred to OPD for interviews. BPD adhered to standard OIS protocol by having evidence technicians (OPD) collect his on-duty weapon and take photographs of him wearing his duty uniform. In accordance with District policy a urine sample was collected by an independent blood alcohol technician.

A three-pronged investigation interview was conducted at OPD. The interview was led by Investigators from the OPD Homicide Unit with additional questions asked by the Investigators from the ACDA's Office. In accordance with the Peace Officers Bill of Rights, Officer Mateu was represented by legal counsel from the Mastagni Law Firm provided to him by the BART Police Officer's Association (BPOA). BPD Internal Affairs along with Investigators from the BPD Criminal Investigations Division were permitted to listen to the interviews but were not permitted to ask any follow up questions.

After the criminal interview, Officer Mateu was placed on paid Administrative Leave, which is routine protocol pending the results of the drug/alcohol test and a mandatory counseling/evaluation session(s) with a Department approved psychologist.

Officer Mateu's Current Status

The results of the drug/alcohol tests that Officer Mateu submitted to were negative. Officer Mateu was also subsequently cleared for duty by the psychologist.

Officer Mateu returned to work from his paid Administrative Leave on Wednesday, January 21, 2018. Upon his return, Officer Mateu attended firearms/qualification. Due to concern for Officer Mateu's safety he voluntarily agreed to work a modified desk duty assignment on Friday, February 23, 2018. It was agreed to periodically review his voluntary modified desk duty assignment.

Current Status of the OIS Investigation

As of the date of this memorandum, the BPD Internal Affairs investigation into the matter has been tolled (temporarily placed on hold), pending the conclusion of the criminal investigation, which takes precedence over the Internal Affairs Administrative Investigation. There is also anticipated civil litigation forthcoming which could also affect the tolling.

The BPD Internal Affairs collected supplemental reports from the BPD patrol officers who aided during the incident, the BPD Video Recovery Unit who pulled and supplied OPD with the Oakland West BART Station video, and the BPD Detective who monitored Officer Mateu's criminal interview with OPD. BPD has fully cooperated with OPD investigators and relinquished all associated video evidence to their Homicide Unit within 24 hours.

The BPD Internal Affairs Unit subsequently requested from the OPD all material evidence and reports involved in their criminal investigation for its own records. The lead Internal Affairs investigator was advised by OPD's assigned homicide detective that the decision had been made by their Agency not to supply the BPD with any of the above requested materials while the criminal investigation was still on-going.

The BPD Internal Affairs Unit has received the audio interview and transcript of Officer Mateu's voluntary statement to the OPD criminal investigators. In addition, BPD Internal Affairs has possession of the Axon camera videos that were recorded by Officer Mateu and Officer Valdehueza, who was the first BART officer to arrive on scene immediately after the shooting.

BPD's Use of Force Review Committee will de-brief the incident upon the conclusion of the Internal Affairs investigation and render findings.


Alameda County District Attorney's Office will determine if criminal charges are warranted in this case. They will render their decision upon the conclusion of their investigation. It is not until the Alameda County District Attorney's Office decides regarding criminal charges that details of the Oakland Police Department's investigation will become public. According to the Alameda


County Assistant Chief of Investigations assigned to this case, their office can take from six months to one year to conclude an officer involved shooting investigation.


The BART Citizen Oversight Model provides the Independent Police Auditor the authority to monitor the administrative investigation of the BART Police Internal Affairs Division. Additionally, the Independent Police Auditor may conduct his own independent investigation based on a complaint of police misconduct by a member of the public as defined in the BART Citizen Oversight Model. Results of investigations into allegations of misconduct by BART police and recommendations for corrective action, including discipline, will be reviewed by the Citizen Review Board.

A survey of Bay Area police departments and a sample from across the country revealed that BART Police procedures are consistent regarding returning an officer to work after a shooting and that discretion is the responsibility of the police chief or sheriff of the jurisdiction. Attached are the surveys previously shared with the Board on this issue.

Based on a board members request, an inquiry was made to the San Francisco Police Department to identify the process San Francisco uses to connect with the community after an officer involved shooting. Lt. Gil Lopez spoke with Lieutenant Alvin Yee and Captain Dave Lazar of the San Francisco Police Department. They indicated that the police department attempts to meet with members of the community in which the OIS occurred in a townhall type of meeting to generally explain what transpired. The information provided is the same information provided to the media. SFPD was unable to provide us with a written procedure regarding this type of outreach effort but indicated they will provide us the information if it exists.



 Grace Crunican



Carlos Rojas

cc: Board Appointed Officers
Deputy General Manager
Executive Staff

GC/jj/pk

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

TO: Board of Directors **DATE:** March 16, 2018
FROM: General Counsel
SUBJECT: Potential Litigation – Officer Involved Shooting

At the Regular Board meeting of March 22nd you will receive a report on the officer involved shooting that occurred on January 3, 2018. That report will explain the status and process of the investigation as well as provide an opportunity for public discussion of the officer involved shooting.

We are aware that this is the first official briefing that you have received and that some of the information you hear may be new to you. Currently, the Oakland Police Department and/or the Alameda County District Attorneys' office are conducting the investigation into this matter and have not yet released any results. The District has been put on notice of potential legal claims that could be filed against it in this matter. As such, during discussions at the Board meeting of this very tragic and emotional topic, please be cautious of speculating about yet to be determined conclusions from the investigation, as there is much that is yet to be established. Not only could it possibly impact the ongoing investigation, but it could also subject you to being deposed in any future litigation to explain the basis of the statement previously made.



Matt. Burrows

POST SHOOTING PROTOCOLS - BAY AREA AGENCIES/OUT OF STATE AGENCIES

DEPARTMENT	NUMBER OF ADMIN LEAVE DAYS	WHO MAKES FINAL DETERMINATION ON RETURN TO WORK	HOW INFORMATION WAS OBTAINED
Alameda County Sheriff	Protocol is three calendar days of administrative leave. If OIS did not result in death or serious injury, Sheriff has discretion to waive the three days.	Must be seen by psychologist before being cleared for duty. Sheriff makes ultimate decision on return to work	Spoke to Internal Affairs
Contra Costa County Sheriff	Protocol is three calendar days of administrative leave.	Must be seen by psychologist before being cleared for duty. Sheriff or designee makes ultimate decision on return to work	Spoke to Internal Affairs
San Francisco County Sheriff	No time off unless requested or provided at lieutenant's discretion. Normally two work days, but nothing is written in policy.	Employee makes their own determination on whether to come back to work. Sheriff does have discretion to keep employee off work.	Spoke to Internal Affairs
Berkeley Police Department	Policy is three calendar days, however it varies based on circumstances.	Must be seen by psychologist before being cleared for duty. Chief of Police makes ultimate decision on return to work	Spoke to Internal Affairs
San Francisco Police Department	Minimum of 10 days if shooting was directed at a person.	Must be seen by psychologist before being cleared for duty. Chief of Police makes ultimate decision on return to work	Spoke to Internal Affairs
San Jose Police Department	Generally, the standard is 40 work hours of administrative leave.	The Internal Affairs Commander at the direction of the Chief of Police or his designee.	Spoke to Internal Affairs
Oakland Police Department	Mandatory three calendar days, but must be cleared by the Department psychologist before returning to duty.	Once the psychologist advises the Department the officer is cleared for full duty, the Chief is notified and has the discretion to return the officer to duty.	Spoke to Internal Affairs
Chicago Police Department	30 calendar days commencing the day after the incident.	First Deputy Superintendent	Spoke to First Deputy Superintendent's Office
New York City Police Department	Three working days	First Deputy Commissioner	Obtained from Department Procedure 221-04
Phoenix Police Department	Generally, they provide three calendar days off on administration leave.	Must be seen by psychologist before being cleared for duty. Chief of Police makes ultimate decision on return to work	Spoke to Internal Affairs
Seattle Police Department	As long as it takes to have a psychiatric evaluation. Generally, two to three weeks. Officer is kept on admin leave as long as criminal case is on-going, as they don't open a criminal case for every OIS.	After being cleared by the psychologist, it is up to the Chief on when the officer is returned to work.	Spoke to Internal Affairs



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>15 March 2018</i> <i>Pat M. Power</i>		GENERAL MANAGER ACTION REQ'D: Yes		
DATE: 3/6/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Jumana Nabti Dept: Customer Access Signature/Date: <i>Jumana Nabti</i> <i>3/15/18</i>	General Counsel <i>[Signature]</i> <i>3/15/18</i> []	Controller/Treasurer <i>[Signature]</i> <i>3/15/18</i> []	District Secretary []	BARC <i>[Signature]</i> <i>3/15/2018</i> []

Authorize Payment to Scoop Technologies for Federal Transit Administration Grant

PURPOSE:

To obtain Board approval for the General Manager to authorize payment to Scoop Technologies, Inc. (Scoop) for work, once completed, under the Federal Transit Administration (FTA) Mobility on Demand Sandbox Grant in an amount not to exceed \$153,000.

DISCUSSION:

In October 2016, the FTA awarded a Mobility on Demand Sandbox Grant to BART in partnership with Scoop and the Metropolitan Transportation Commission's 511 Carpool Program to conduct an Integrated Carpool to Transit Project. On August 8, 2017, BART entered into a contract agreement with Scoop for this project, which provides carpool matching services for BART passengers. BART passengers that use the Scoop mobile application to arrange carpools to BART stations are offered guaranteed parking spaces until 10am for the day in which the service is used. The FTA grant included funding for Scoop to provide the following:

- In-person outreach ("street teams") for an amount not to exceed \$33,000 to promote the program.
- Software engineering services to incorporate accessibility features and parking charges into their mobile application for an amount not to exceed \$120,000.

This program is currently available at eight BART stations and is planned for further expansion prior to the termination of the current contract with Scoop on June 30, 2018. FTA

grant funding is available through December 2018.

FISCAL IMPACT:

Funding in the amount of \$153,000 for SCOOP is included in the total project budget for FMS # 91CD002 Carpool to Transit Access Project.

The table below lists funding assigned to the referenced project and is included to track funding history against spending authority. Funds needed to meet this request will be expended from the following sources:

Fund No.	Source	Fund Description	Amount
3608	Federal	Mobility on Demand Sandbox Program	358,000
652A	Regional	MTC - In-Kind Match	30,000
7006	Local	SCOOP - In-Kind Match	63,000
0031	BART	Operating Funds	50,000
8529	BART	FY15 Operating Alloc to Capital	20,000
		Total	521,000

As of March 15, 2018, \$521,000 is the total budget for this project. BART has expended \$86,558 and committed \$137,000 to date. This action will commit \$153,000, leaving an available fund balance of \$144,442 in these fund sources for this project.

The Office of Controller/Treasurer certifies that funds are currently available to meet this obligation.

This action is not anticipated to have any Fiscal Impact on unprogrammed District reserves

ALTERNATIVES:

The Board can elect to not authorize payment to Scoop. However, this would leave the District open to a claim from Scoop for breach of contract, would end the program prior to its current June 30th end date, and would likely have further repercussions with the FTA.

RECOMMENDATION:

Recommend that the Board approve the following motion:

MOTION:

To authorize the General Manager to pay Scoop an amount not to exceed \$153,000 for services rendered under the Integrated Carpool to Transit Project Agreement. All funding is included in the budget for the FTA Mobility on Demand Sandbox Grant.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

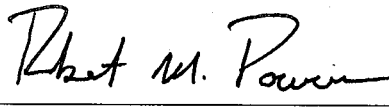
TO: Board of Directors

DATE: March 16, 2018

FROM: General Manager

SUBJECT: Station Access Program Update – For Information

At the March 22, 2018 Board meeting, staff will provide an update on the Station Access Program, including the policy framework, process, project delivery and planning efforts. For further information, please contact Carl Holmes, AGM, Planning, Development & Construction at 510-464-7592.



for Grace Crunican

cc: Board Appointed Officers
Deputy General Manager
Executive Staff

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

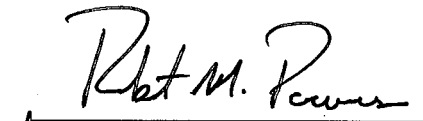
TO: Board of Directors

DATE: March 16, 2018

FROM: General Manager

SUBJECT: **Bicycle Program Update**

At the March 22nd Board meeting, staff will provide the Board with an update on current bike program activities and plans. The enclosed presentation provides some program background for context and then focuses on program elements that are progressing well and others that have been a bit more challenging.


Grace Crunican

cc: Board Appointed Officers
Deputy General Manager
Executive Staff

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

INTER-OFFICE COMMUNICATION

TO: Board of Directors


Date: March 16, 2018

FROM: Controller-Treasurer

SUBJECT: QUARTERLY REPORT OF THE CONTROLLER-TREASURER

Attached is the Quarterly Report of the Controller-Treasurer for the quarter ending December 31, 2017 which will be presented to the Board on March 22, 2018.

Please feel free to call me at 510-464-6070 with any questions you may have.



Rosemarie V. Poblete