

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

In the Matter of Ratifying the Agreement to Extend the Collective Bargaining Agreement and Create a Successor Agreement for 2026-2027 between the District and the BART Police Officers' Association (BPOA)

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

**BE IT RESOLVED** that the Board of Directors of the San Francisco Bay Area Rapid Transit District hereby ratifies the Agreement to Extend the Collective Bargaining Agreement and Create a Successor Agreement for 2026-2027 between the District and the BART Police Officers' Association (BPOA) as generally described in the attached summary; and

**BE IT FURTHER RESOLVED** that the General Manager is authorized to execute the Agreement on behalf of the District.

###

Adopted \_\_\_\_\_

## **TENTATIVE AGREEMENT**

The San Francisco Bay Area Rapid Transit District ("BART") and the BART Police Officers Association ("BPOA") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by BPOA membership and the BART Board of Directors.

## **EXTENSION AGREEMENT December 11, 2025**

The San Francisco Bay Area Rapid Transit District ("District") and the BART Police Officers' Association ("BPOA") have agreed to extend the 2018-2026 Labor Agreement ("Agreement") through June 30, 2027. All terms and conditions of the Agreement shall remain in full force and effect throughout the new term with the exception of those terms which the parties have negotiated and agreed to modify as noted in the attached tentative agreements.

Additionally, the parties agree that during the next round of bargaining in 2027, the BPOA's duration of Agreement will be offset from the miscellaneous unions (SEIU, ATU and AFSCME) unless mutually agreed to otherwise, with the length to be negotiated.

This Agreement is expressly contingent upon the execution and ratification of the tentative agreements by BPOA and the BART Board of Directors.

Date: \_\_\_\_\_

FOR THE DISTRICT

FOR THE UNION

---

Robert Powers  
General Manager  
Bay Area Rapid Transit District

---

Nicholas Marson  
President  
BART Police Officers' Association

---

David Coleman  
Director of Labor Relations  
Bay Area Rapid Transit District

APPROVED AS TO FORM

---

Amelia Sandoval-Smith  
Office of the General Counsel

## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") BART POLICE OFFICERS ASSOCIATION ("BPOA") SECTION 1.8 – DURATION OF AGREEMENT**

**December 11, 2025**

The San Francisco Bay Area Rapid Transit District ("BART") and the BART Police Officers Association ("BPOA") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by BPOA membership and the BART Board of Directors.

The parties agree that following ratification of the BPOA/BART extension agreement, Section 1.8 shall be modified as follows:

### **SECTION 1.8 – DURATION OF AGREEMENT**

#### **1.8 DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2018 and remain in full force and effect through June 30, 2026~~7~~.

DATE: \_\_\_\_\_

FOR THE DISTRICT

FOR THE UNION

\_\_\_\_\_  
Robert Powers  
General Manager  
Bay Area Rapid Transit District

\_\_\_\_\_  
Nicholas Marson  
President  
BART Police Officers' Association

\_\_\_\_\_  
David Coleman  
Director of Labor Relations  
Bay Area Rapid Transit District

APPROVED AS TO FORM

---

Amelia Sandoval-Smith  
Office of the General Counsel

## TENTATIVE AGREEMENT

### SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") BART POLICE OFFICERS ASSOCIATION ("BPOA") SECTION 2.5 – CONTRACTING WORK

December 11, 2025

The San Francisco Bay Area Rapid Transit District ("BART") and the BART Police Officers Association ("BPOA") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by BPOA membership and the BART Board of Directors.

The parties agree that following ratification of the BPOA/BART extension agreement, Section 2.5 shall be modified as follows:

#### Section 2.5 – CONTRACTING WORK

##### 2.5 CONTRACTING WORK

- a) It is the intent of the parties that work connected with the operation of the Police Department be performed by department personnel.
- b) Work normally performed by employees in other bargaining units will not be required of employees in this unit during any general cessation of services by those other employees except as hereafter provided. Such work will only be required where special circumstances require brief and temporary action by Police Department personnel in order to assure normal transit service to the public and in a manner which minimizes interference with normal Police Department work.

BPMA employees shall not fill BPOA positions nor work overtime normally performed by BPOA employees except in urgent situations, and then only until the positions can be filled by the appropriate BPOA classifications. However, nothing in this clarification shall prohibit BPMA employees from performing normal police duties.

- c) Background investigations may be performed by a contract agency. Contracting out for backgrounds shall not result in a reduction of staffing in backgrounds by BPOA members ~~and shall not result in assignment to patrol on a regular workday except during emergency staffing.~~ **Should operational necessity require pulling personnel from special assignments to cover patrol duties on a regular workday, BPOA background investigators may also be pulled to patrol as determined by a Deputy Chief or higher authority. In such instances, Background Investigators shall not be disproportionately used compared to other available non-investigative special assignments.** If the number of

*Tentative Agreement*  
*Section 2.5 – Contracting Work*  
*Between BART and BPOA*

assigned full-time background investigators drop below four (4) for more than three (3) months, then contracting out for backgrounds shall be terminated.

DATE: \_\_\_\_\_

FOR THE DISTRICT

FOR THE UNION

\_\_\_\_\_  
Robert Powers  
General Manager  
Bay Area Rapid Transit District

\_\_\_\_\_  
Nicholas Marson  
President  
BART Police Officers' Association

\_\_\_\_\_  
David Coleman  
Director of Labor Relations  
Bay Area Rapid Transit District

APPROVED AS TO FORM

\_\_\_\_\_  
Amelia Sandoval-Smith  
Office of the General Counsel

## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") BART POLICE OFFICERS ASSOCIATION ("BPOA") SECTION 5.4. – PERS-MEDICAL AND PRESCRIPTION DRUG BENEFITS**

**December 11, 2025**

The San Francisco Bay Area Rapid Transit District ("BART") and the BART Police Officers Association ("BPOA") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by BPOA membership and the BART Board of Directors.

The parties agree that following ratification of the BPOA/BART extension agreement, Section 5.4 shall be modified as follows:

#### **Section 5.4 – PERS MEDICAL AND PRESCRIPTION DRUG BENEFITS**

##### **SECTION 5.4 PERS-MEDICAL AND PRESCRIPTION DRUG BENEFITS**

###### **A. PERS Medical And Prescription Drugs**

The District will provide group medical and prescription drug benefits, as provided below through the Public Employees' Retirement System (PERS). PERS rules, regulations and plan documents will control on all issues concerning benefits, including the types and levels of benefits offered and eligibility for those benefits.

The Association acknowledges that it understands that these benefits may not equate to benefits previously available to employees and retirees through the various optional medical plans and the prescription drug plan. Because coverage will be provided through PERS, the District and the Association understand that PERS may terminate or change covered expenses, benefit payments and co-payments on covered benefits, deductibles, lifetime and/or annual maximums and may implement various cost control features.

Except for Survivors Benefits, as provided for in Provision 5.5, the Association waives the right to any group medical or prescription drug benefit granted expressly or impliedly under other provisions of this Agreement, or by any other agreement between the parties or by any District guideline, policy or practice if that benefit is not offered through the PERS medical plan.

Employees' premium co-payments will be paid for through payroll deductions. Retiree premium co-payments will be deducted from the retirement allowance paid by PERS. If a retiree's retirement allowance is not sufficient to pay the entire co-payment, the retiree must pay the balance due on such premium co-payment directly to PERS. If such payment is not received by the due date, health care coverage will automatically, immediately and permanently cease. These rules are intended to comply with the premium co-payment



procedures established by PERS, which may be modified by PERS. The District, Association and employees shall comply with the PERS procedures in effect from time to time.

## **B. Employee and Retiree Contributions for Health Insurance**

All employees eligible for PERS medical benefits who enroll for such benefits shall be responsible for a premium contribution as follows:

- a. The employee's monthly employee contribution toward the medical insurance premium shall increase in January of each year by an escalator amount of three percent (3%). The total monthly employee contribution on January 1, 2018, will be one hundred fifty dollars and ninety-three cents per month. **In January 2027 the premium will increase by \$3 and the 3% escalator will remain until 2034 as reflected below.**

<b>DATE</b>	<b>Maximum Employee Monthly Contribution</b>
01 Jan. – 18	\$150.93
01 Jan. – 19	\$155.46
01 Jan. – 20	\$160.12
01 Jan. – 21	\$164.93
01 Jan. – 22	\$169.87
01 Jan. – 23	\$174.97
01 Jan. – 24	\$180.22
01 Jan. – 25	\$185.62
01 Jan. – 26	\$191.19
01 Jan. – 27	<del>\$196.93</del> <b>\$199.93</b>
01 Jan. – 28	<del>\$202.84</del> <b>\$205.93</b>
01 Jan. – 29	<del>\$208.92</del> <b>\$212.11</b>
01 Jan. – 30	<del>\$215.19</del> <b>\$218.47</b>
01 Jan. – 31	<del>\$221.65</del> <b>\$225.02</b>
01 Jan. – 32	<del>\$228.30</del> <b>\$231.77</b>
01 Jan. – 33	<del>\$235.15</del> <b>\$238.73</b>
01 Jan. – 34	<del>\$242.20</del> <b>\$245.89</b>

- b. Effective July 1, 2013 and continuing through June 30, 2034, for sworn employees the District shall retain all or part of the 1.627% of payroll (as defined by the Money Purchase Pension Plan), provided for under Section 6.4. If 1.627% of an employee's payroll exceeds one thousand eight hundred sixty-eight dollars and sixty-five cents (\$1868.65), the base salary of the employee, will be reduced by the amount necessary to make up the shortfall and achieve a total of 1.627% of payroll. The terms of subsection D.3 below shall govern the retention of Money Purchase Pension Plan contributions and the reduction of base salary as provided for herein.
- c. Each eligible retiree shall pay the same premium contribution as active employees. Employees' premium contributions will be paid for through tax-exempt payroll deductions. Retiree premium contributions will be deducted from the retirement allowance paid by PERS. If a retiree's retirement allowance is not sufficient to pay the

entire contribution, the retiree must pay the balance due on such premium contribution directly to PERS. If such payment is not received by the due date, health care coverage will automatically, immediately and permanently cease. These rules are intended to comply with the premium contribution procedures established by PERS, which may be modified by PERS. The District, Association and employees shall comply with the PERS procedures in effect from time to time.

#### **C. Maximum District Contributions for Health Insurance**

The District shall contribute an amount up to the applicable level of plan participation (i.e., one party, two party, or family) and the same Medicare status as elected by the eligible employee or retiree, equal to the Bay Area Basic Premium Rates for the PERS HMO Blue Shield Access + or PERS HMO Kaiser Plan, whichever is greater, less the employee and retiree contributions provided for in 5.4B above. This District contribution shall be the District's maximum payment toward employee health insurance premiums. Employees and retirees electing coverage with a cost greater than the District's maximum contribution shall have the difference deducted automatically from the unit member's pay or as set forth in 5.4B3 above, in addition to amounts to be deducted in accordance with subsection B above.

#### **D. Retiree Insurance Funding**

Beginning July 1, 2024, the District shall adopt a methodology to repay unfunded actuarial liabilities in a manner that maintains retiree health benefit security for retirees while minimizing substantial variations in employer contribution rates from year to year. This methodology will allow the District to gradually fully fund the Retiree Health Benefit Trust ("RHBT").

The new methodology replaces a previous requirement that the District fund all unfunded retiree health benefit liability by a fixed date. In any give fiscal year, unfunded actuarial liability fluctuates due to a number of factors, such as changes to benefits, actual investment returns deviating from assumed investment returns, and changes to actuarial assumptions. The new methodology will allow the District to continuously amortize changes to unfunded actuarial liabilities over 20 years as follows:

1. On a fiscal year basis, the District's base payment to the RHBT shall be the contribution amount necessary to fully amortize the unfunded actuarial liability over a rolling 20-year period. The specific amount required in each year to fully fund the RHBT over the 20-year period will continue to be determined by an independent actuarial expert based on a study of the retiree medical insurance plan liabilities and funding needs after the end of each fiscal year.
2. The District may defer its contribution, or portion thereof, to the RHBT defined in 1 above, in a fiscal year by meeting the following requirements:
  - a. The funding level of the RHBT is at or above 40%. Unless there is mutual agreement of the parties, the District shall not defer payments to the RHBT if the funding level of the RHBT drops below 40%; and

- b. Starting in Fiscal Year 2029 (FY29), in addition to the paragraph above, a projected operating budget deficit of \$50 million or more dollars, exclusive of capital allocations, within any of the two (2) upcoming fiscal years.**
- 3. Each contribution, or portion thereof, defined in paragraph 1 that is deferred pursuant to paragraph 2, shall be paid by the District over a 30-year amortization period.**
- ~~a. The District shall contribute into its Retiree Health Benefit Trust (“RHBT”) amounts that, at minimum, reflect an eight (8) year “ramp up” to District payment of the full Government Accounting Standards Board (“GASB”) compliant Annual Required Contribution (“ARC”) beginning July 1, 2013 using an open group valuation method with a closed thirty (30) year amortization schedule for unfunded liability ending June 30, 2034.~~
- ~~b. The District shall, at minimum, contribute into the RHBT an amount equal to three and twenty two one hundredths percent (3.22%) of straight time bargaining unit base pay paid in FY 06 and three and thirty six one hundredths percent (3.36%) of straight time bargaining unit base pay paid in FY ‘07. These figures represent the “ramp up” percentages for those fiscal years.~~
- ~~c. The District shall retain all or part of the 1.627% of payroll (as defined by the Money Purchase Pension Plan), for civilian employees and implement the base salary reductions provided for in B.2 above, to the extent necessary to compensate the District for paying the difference between the actual ARC and the baseline ARC described below. The District shall retain this amount through June 30, 2034. In any year in which the actual ARC does not exceed the baseline ARC by an amount equal to the amount of the retained MPPP contributions and salary reductions provided for in B.3, the District shall make appropriate adjustments to the base salaries of sworn personnel first and then appropriate contributions to the MPPP’s of civilian personnel, but only to the extent that the amount the actual ARC exceeds the baseline ARC is less than the dollar value of the salary reduction and of the retained MPPP 1.627% of payroll. For sworn personnel, the District shall first adjust base salary up to the amount it was reduced for the period provided in B.2, before reinstatement of any portion of the MPPP contribution retained pursuant to B.2.~~
- The baseline ARC is as follows:

<b>FY Year Beginning</b>	<b>Baseline ARC</b>
7/1/18	12.18%
7/1/19	12.24%
7/1/20	12.30%
7/1/21	12.36%
7/1/22	12.42%
7/1/23	12.48%
7/1/24	12.54%
7/1/25	12.60%

<b>FY Year Beginning</b>	<b>Baseline ARC</b>
<del>7/1/26</del>	<del>12.66%</del>
<del>7/1/27</del>	<del>12.72%</del>
<del>7/1/28</del>	<del>12.78%</del>
<del>7/1/29</del>	<del>12.84%</del>
<del>7/1/30</del>	<del>12.90%</del>
<del>7/1/31</del>	<del>12.96%</del>
<del>7/1/32</del>	<del>13.02%</del>
<del>7/1/33</del>	<del>13.08%</del>

- ~~d. The District shall direct the Trustee of the RHBT to pay retiree health insurance premiums from the RHBT.~~

#### **E. In Lieu of Medical Payments**

During any open enrollment period, an eligible employee who has medical coverage under a spousal or other alternate plan may elect, in accordance with procedures established by the District, to opt out of the group medical and prescription drug benefits covered under Section 5.4A. Coverage.

Commencing at the time of the change in medical premium specified in paragraph B.1, the District shall increase the monthly payment to three hundred and fifty dollars (\$350.00) “in lieu of medical” to each eligible employee who opts out of 5.4A. Coverage. Tax treatment of these payments will be subject to applicable Internal Revenue Code (“IRC”) and Internal Revenue Service (“IRS”) rules. The payments will be made in a manner that will not impact the income tax status of medical premiums under IRC requirements and to allow an employee to receive the amounts as cash monthly payments.

An eligible employee who opts out of 5.4A. Coverage may subsequently enroll in such coverage as permitted under the terms of the plan(s) described in section 5.4A. Coverage.

#### **F. Trust Review Committee**

- a. The District’s three (3) Unions and two (2) Associations shall each appoint one (1) member to serve on a trust review committee (“TRC”). The District Labor Relations Manager and Human Resources Manager shall serve on the TRC for the District. The TRC shall meet quarterly. Employee members of the TRC will be released from regularly scheduled duty with pay for quarterly TRC meetings.
- b. The District will direct the Trustee of the Trust to provide the Unions/Associations with quarterly reports of all RHBT operations, including audited and un-audited financial statements and investment performance reports, and other consultant reports in advance of the quarterly TRC meeting. (The parties acknowledge that audited financial statements are performed only once per year.)
- c. The Trustee will attend the TRC meeting to answer questions concerning the information provided to the TRC. However, the TRC shall in no way attempt to assist, direct, or otherwise involve itself in matters concerning the investment of Trust assets. However, the TRC may advise the Trustee on other Trust matters to the extent such advisory activity

does not affect the legal status of the Trust. It shall be within the sole discretion of the Trustee whether to follow or not follow such advice.

- d. The TRC members shall be released from regularly scheduled duty with pay to attend meetings of the Human Resources Manager and Labor Relations Manager with the District's actuaries and other professionals to discuss assumptions to be included in annual **independent actuarial expert study**, and the preliminary and final results of such studies. Such studies shall include ARC projections through at least the year 2035. The District will provide the Unions/Associations with a copy of the final version of such study on or before February 1st each year or as soon thereafter as is practicable.
- e. The parties agree that if the BPOA retains a professionally recognized actuarial firm that reviews the Trust documents provided to the Trust Review Committee and the firm hired by the BPOA does not agree with the conclusions reached by the District's actuary, that the details of the conflicting conclusions may be reported to the Trust Review Committee and the Trustee.

#### **G. Retiree Health Benefits Trust**

The Trust Agreement provides that:

- a. Trust assets shall be held for the sole and exclusive purpose of providing health benefits to eligible BART retirees and to defray the reasonable expenses of administering the RHBT.
- b. The only District benefit plans for which payments may be made from the RHBT shall be those retiree health benefit plans offered to eligible District retirees as a result of its collective bargaining agreements, or District policy which extends such plans to non-represented employees. In addition, for District personnel on a District plan that is no longer generally offered to District employees, payments may be made from the RHBT. However, the District shall ensure sufficient separate funding and the Trustee shall separately account for benefits paid for such personnel.
- c. The District may terminate the trust, subject to its duty to bargain in good faith to agreement or impasse over such termination with the Association. If the District gives the Association notice of the termination of the RHBT, the trust shall not terminate until the assets then remaining are exhausted. Such assets shall be used only as provided in paragraph 1 above.

#### **H. Retiree Medical Insurance Eligibility for Employees Hired After July 10, 2014**

Employees first hired after July 10, 2014, the District's contribution for post-retirement health benefits shall be a percentage of the employer contribution for applicable credited years of service as follows:

10 years –	50%
11 years –	60%
12 years –	70%
13 years –	80%
14 years –	90%

15 years – 100%

Employees who receive a service disability retirement shall receive a District contribution of 100%. The implementation of this agreement required statutory changes to the California Government Code.

Each eligible retiree pays the same premium co-payment as active employees.

Employees' premium co-payments will be paid for through payroll deductions. Retiree premium co-payments will be deducted from the retirement allowance paid by PERS. If a retiree's retirement allowance is not sufficient to pay the entire co-payment, the retiree must pay the balance due on such premium co-payment directly to PERS. If such payment is not received by due date, health care coverage will cease automatically, immediately and permanently. These rules are intended to comply with the premium co-payment procedures established by PERS, which may be modified by PERS. The District, Association and the employees shall comply with the PERS procedures in effect from time to time.

The District reserves the right to terminate or change any part or all of the health benefits program at any time with respect to active or retired employees, however, any such action will be taken only after the District has satisfied its obligations under applicable Collective Bargaining Agreements. The District's contractual obligation to provide health benefits coverage to retired employees shall terminate upon the expiration of this Agreement. By providing benefits to retirees, the parties do not intend to vest retirees with such benefits.

#### **I. Understanding of the Parties**

The parties mutually understand that the only obligation to continue the health benefits of active employees after the expiration of the Agreement is that which may arise from the general legal duty to bargain in good faith.

DATE: \_\_\_\_\_

FOR THE DISTRICT

FOR THE UNION

\_\_\_\_\_  
Robert Powers  
General Manager  
Bay Area Rapid Transit District

\_\_\_\_\_  
Nicholas Marson  
President  
BART Police Officers' Association

\_\_\_\_\_  
David Coleman  
Director of Labor Relations  
Bay Area Rapid Transit District

APPROVED AS TO FORM

---

Amelia Sandoval-Smith  
Office of the General Counsel

## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") BART POLICE OFFICERS ASSOCIATION ("BPOA") SECTION 11.1 – COMPENSATION**

**December 11, 2025**

The San Francisco Bay Area Rapid Transit District ("BART") and the BART Police Officers Association ("BPOA") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by BPOA membership and the BART Board of Directors.

The parties agree that following ratification of the BPOA/BART extension agreement, Section 11.1 shall be modified as follows:

#### **SECTION 11.1 – COMPENSATION**

##### **11.1 General Wage Increases**

###### **Fiscal Year 2019**

Effective the first pay period following ratification, the base salary/wage schedule for bargaining unit members shall be increased by two and one half percent (2.50%).

###### **Fiscal Year 2020**

Effective July 1, 2019, the base salary/wage schedule for bargaining unit members shall be increased by two and one half percent (2.50%).

###### **Fiscal Year 2021**

Effective July 1, 2020, the base salary/wage schedule for bargaining unit members shall be increased by two and seventy-five hundredths percent (2.75%).

###### **Fiscal Year 2022**

Effective July 1, 2021, the base salary/wage schedule for bargaining unit members shall be increased by two and seventy-five hundredths percent (2.75%).

###### **Fiscal Year 2023 ("FY23")**



Effective July 1, 2022, the base salary/wage schedule for bargaining unit members shall be increased by two percent (2.0%).

**Fiscal Year 2024 (“FY24”)**

Effective July 1, 2023, the base salary/wage schedule for bargaining unit members shall be increased by two percent (2.0%).

Additionally, there shall be the potential for wage increases which shall be dependent upon the average weekday ridership, calculated as a percentage of Pre-COVID Average Weekday Ridership, which was 410,000 riders. The Average Weekday Ridership shall be evaluated on July 1, 2023 and January 1, 2024 based on the preceding three (3) months. The calculation of the potential for an increase on July 1, 2023 shall be based on the average weekday ridership for April 2023 through June 2023 (FY23 Q4), and the calculation for the potential for an increase on January 1, 2024 shall be based on the average weekday ridership for October 2023 through December 2023 (FY24 Q2).

Any potential wage increases based on average weekday ridership shall cumulatively be no greater than the total percentage available based on the ridership. Therefore, if the ridership results in a wage increase in July and there is an increase in ridership between July and January sufficient to obtain a higher percentage wage increase for the year, the increase effective January 1 will be the difference between the prior increase and the amount associated with the ridership from FY24 Q2. The combination of the July and January increases may not exceed the wage increase amount associated with the higher of the two (2) ridership numbers from FY23 Q4 and FY24 Q2.

Wage increases based on average weekday ridership for FY24 shall be based on the table below:

<b>% of Pre-COVID Ridership (410,000)</b>	<b>Average Weekday Ridership</b>	<b>FY24 Wage Increase</b>
60%	246,000	0.75%
65%	266,500	0.85%
70%	287,000	1.00%
75%	307,500	1.25%
80%	328,000	1.50%
85%	348,500	1.75%
90%	369,000	2.00%
95%	389,500	2.25%

100%	410,000	2.50%
------	---------	-------

**Fiscal Year 2025 (“FY25”)**

Effective July 1, 2024, the base wage salary/wage schedule for bargaining unit members shall be increased by three percent (3.0%).

**Fiscal Year 2026 (“FY26”)**

Effective July 1, 2025, the base wage salary/wage schedule for bargaining unit members shall be increased by three and one-half percent (3.5%).

**Fiscal Year 2027 (“FY27”)**

**Effective July 1, 2026, the base wage salary/wage schedule for bargaining unit members shall be increased by two percent (2.0%)**

**Effective January 1, 2027, the base wage salary/wage schedule for bargaining unit members shall be increased by two percent (2.0%)**

DATE: \_\_\_\_\_

FOR THE DISTRICT

FOR THE UNION

\_\_\_\_\_  
 Robert Powers  
 General Manager  
 Bay Area Rapid Transit District

\_\_\_\_\_  
 Nicholas Marson  
 President  
 BART Police Officers’ Association

\_\_\_\_\_  
 David Coleman  
 Director of Labor Relations  
 Bay Area Rapid Transit District

APPROVED AS TO FORM

\_\_\_\_\_  
 Amelia Sandoval-Smith  
 Office of the General Counsel

## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") BART POLICE OFFICERS ASSOCIATION ("BPOA") SECTION 13.4 – SENIORITY**

**December 11, 2025**

The San Francisco Bay Area Rapid Transit District ("BART") and the BART Police Officers Association ("BPOA") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by BPOA membership and the BART Board of Directors.

The parties agree that following ratification of the BPOA/BART extension agreement, Section 13.4 shall be modified as follows:

#### **13.4 SENIORITY**

##### **A. Definition**

Seniority is defined for purposes of this Agreement as an employee's relative position with respect to all other employees of a like classification in the department and is determined by the date of his/her appointment to the classification. If two (2) or more employees are appointed to the classification on the same date, seniority ranking shall be determined first by the date of District employment and, if a tie still exists, then by the date of birth. All questions pertaining to seniority ranking shall be resolved by the Association in a manner consistent with the terms of this agreement.

The granting of seniority privileges is of secondary importance to the efficient operation of the Department. No assignment shall be made unless the employee possesses the necessary competency and qualifications for the specific assignment.

##### **B. Days Off Selection**

Days off shall be posted with the shift sign up affording those employees with greater seniority the opportunity of selecting days off of their choice. This Provision shall not apply to probationary employees.

##### **C. Vacation Period Selection**

Available vacation periods for the succeeding calendar year shall be posted for two (2) weeks each December. Employees shall be allowed to select vacation periods on the basis of their respective seniority. The available periods shall be determined by operational needs of the department.

##### **D. Job Reversion Rights**

Employees who accept jobs outside the bargaining unit or are reclassified within the bargaining unit shall not be caused to lose their seniority. Such employees who remain

within the bargaining unit shall accumulate seniority in their new classification, but shall not accrue seniority in their former classification. If such employees are returned to their former classification within the time specified herein, they shall regain their previously earned seniority and continue to accumulate seniority.

If such employee is out of the bargaining unit as provided herein for a period in excess of twelve (12) months, such right of return shall be forfeited, **unless the employee's initial promotive probation within the Department is extended beyond the twelve (12) month period, in which case, the right shall be forfeited upon conclusion of the extended probationary period.**

DATE: \_\_\_\_\_

FOR THE DISTRICT

FOR THE UNION

\_\_\_\_\_  
Robert Powers  
General Manager  
Bay Area Rapid Transit District

\_\_\_\_\_  
Nicholas Marson  
President  
BART Police Officers' Association

\_\_\_\_\_  
David Coleman  
Director of Labor Relations  
Bay Area Rapid Transit District

APPROVED AS TO FORM

\_\_\_\_\_  
Amelia Sandoval-Smith  
Office of the General Counsel