

**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 2018-2026 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 2018-2026 between the District and the BART Police Officers Association (BPOA) as described in the attached Tentative Agreements; 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 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

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("District") and Bart Police Officers' Association ("BPOA") have agreed to extend the 2018-2025 Labor Agreement through June 30, 2026. All terms and conditions of the CBA 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.

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

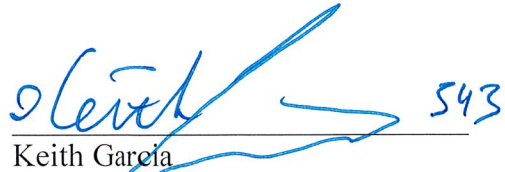
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FOR THE DISTRICT

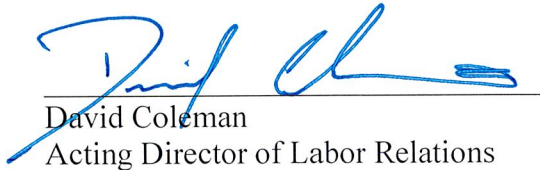
FOR THE UNION



Robert Powers
General Manager
Bay Area Rapid Transit District

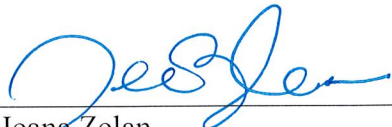


Keith Garcia
President
Bart Police Officers' Association



David Coleman
Acting Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Jeana Zelan
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**

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and 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 are 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:

1.8 DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2018 and remain in full force and effect through June 30, 2025~~6~~.

Date: 6/21/22

FOR THE DISTRICT



Robert Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION



Keith Garcia
President
Bart Police Officers' Association



David Coleman
Acting Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Jeana Zelan
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

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and 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 are 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:

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 ~~until June 30, 2022~~. 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. If the number of assigned full-time background investigators drop below four (4) for more than three (3) months, then contracting out for backgrounds shall be terminated.

Date: 6/21/22

Tentative Agreement
Section 2.5 – Contracting Work
Between BART and BPOA

FOR THE DISTRICT



Robert Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION



Keith Garcia
President
Bart Police Officers' Association



David Coleman
Acting Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Jeana Zelan
Office of the General Counsel

TENTATIVE AGREEMENT

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART")
BART POLICE OFFICERS' ASSOCIATION ("BPOA")
SECTION 3.6 – AMMUNITION**

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and 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 are 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 3.6 shall be modified as follows:

3.6 AMMUNITION

The District will provide a reasonable amount of ammunition, upon written request for all approved firearms, but not less than one hundred (100) rounds per year.

Date: 6/21/22

FOR THE DISTRICT

FOR THE UNION



Robert Powers
General Manager
Bay Area Rapid Transit District



Keith Garcia
President
Bart Police Officers' Association



David Coleman
Acting Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Jeana Zelan
Office of the General Counsel

TENTATIVE AGREEMENT

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") BART POLICE OFFICERS' ASSOCIATION ("BPOA") SECTION 11.1 – GENERAL WAGE INCREASES

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and 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 are 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:

11.1 GENERAL WAGE INCREASES

Fiscal Year 2019

In accordance with the implementation MOU, 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, and continuing until June 30, 2023, the base salary for bargaining unit members shall remain the same as the 2021-2022 base rate of pay, inclusive of the July 1, 2021 general wage increase. **the base salary/wage schedule for bargaining unit members shall be increased by two percent (2%).**

Fiscal Year 2024 ("FY24")

Effective July 1, 2023, **the base salary/wage schedule for bargaining unit members**

shall be increased by two percent (2%).

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:

% of Pre-COVID Ridership (410,000)	Average Weekday Ridership	FY24 Wage Increase
60%	246,000	0.40 <u>75</u> %
65%	266,500	0.50 <u>85</u> %
70%	287,000	0.75 <u>1.00</u> %
75%	307,500	1.00 <u>1.25</u> %
80%	328,000	1.20 <u>1.50</u> %
85%	348,500	1.40 <u>1.75</u> %
90%	369,000	1.60 <u>2.00</u> %
95%	389,500	1.80 <u>2.25</u> %
100%	410,000	2.00 <u>2.50</u> %

Fiscal Year 2025 (“FY25”)

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

~~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, 2024 and January 1, 2025 based on the preceding three (3)~~

months. The calculation of the potential for an increase on July 1, 2024 shall be based on the average weekday ridership for April 2024 through June 2024 (FY24 Q4), and the calculation for the potential for an increase on January 1, 2025 shall be based on the average weekday ridership for October 2024 through December 2024 (FY25 Q2).

Any potential wage increases 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 FY25 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 FY24 Q4 and FY25 Q2.

Wage increases for FY25 shall be based on the table below:

% of Pre-COVID Ridership (410,000)	Average Weekday Ridership	FY25 Wage Increase
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 2026 (“FY26”)

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

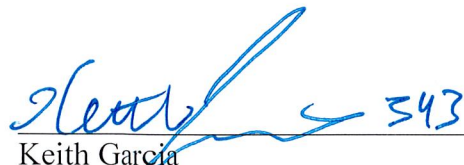
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FOR THE DISTRICT

FOR THE UNION

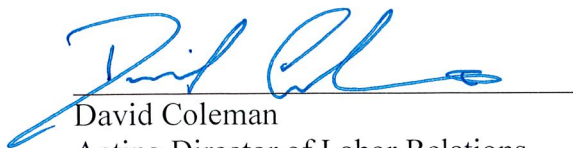


Robert Powers
 General Manager
 Bay Area Rapid Transit District



Keith Garcia
 President
 Bart Police Officers’ Association

Tentative Agreement
Section 11.1 – General Wage Increases
Between BART and BPOA



David Coleman
Acting Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Jeana Zelan
Office of the General Counsel

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 21st day of June 2022, between San Francisco Bay Area Rapid Transit District (“BART”), and the BART Police Officers’ Association (“BPOA”) (collectively, “the Parties”).

WHEREAS, the Parties have entered into a Tentative Agreement regarding the extension of the Collective Bargaining Agreement between BART and BPOA pursuant to certain agreed upon terms and conditions; and

WHEREAS, upon ratification of an extension agreement between BART and BPOA; and

WHEREAS, the parties wish to avoid further litigation of these claims and the costs associated.

NOW THEREFORE, the Parties agree as follows:

1. Following ratification of the Extension Agreement between BART and the BPOA, BPOA shall dismiss with prejudice the following grievance:
 - a. BART Contracting Out – Grievance (File No. RET/22-0202) originally filed at Step 2 on February 3, 2022.
2. The BPOA agrees to withdraw the grievance with the understanding that members of SEIU will perform the work when staffing levels permit but not to exceed two (2) years from the execution of this agreement.
3. If the contract extension is not ratified by the Parties, this agreement shall be null and void and there shall be no change to the status of the grievances listed above.

FOR THE DISTRICT




Robert M. Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION



Keith Garcia
President
BART Police Officers’ Association



David Coleman
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Jeana Zelan
Office of the General Counsel