

**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 Managers Association (BPMA)

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 Managers Association (BPMA) 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 Managers' Association ("BPMA") 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 BPMA membership and the BART Board of Directors.

EXTENSION AGREEMENT

June 21, 2022

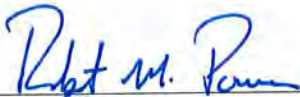
The San Francisco Bay Area Rapid Transit District ("District") and Bart Police Managers' Association ("BPMA") have agreed to extend the 2018-2025 Labor Agreement through June 30, 2026. All terms and conditions of the CBA shall remain in full force and effect throughout the new term with the exception 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 BPMA and the BART Board of Directors.

Date: 6/21/22

FOR THE DISTRICT

FOR THE UNION



Robert Powers
General Manager
Bay Area Rapid Transit District



Jaswant Sekhon
President
Bart Police Managers' 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 MANAGERS' ASSOCIATION ("BPMA") BPMA/MOU 21-01 – SECTION 31 SAFETY EMPLOYEES RETIREMENT BENEFITS

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and Bart Police Managers' Association ("BPMA") 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 BPMA membership and the BART Board of Directors.

The parties agree that following ratification of the BPMA/BART extension agreement, MOU 21-01 shall be deleted as follows:

~~MEMORANDUM OF UNDERSTANDING BPMA/MOU 21-01~~

~~RE: Section 31 Safety Employees Retirement Benefits~~

~~This Memorandum of Understanding is entered into between the San Francisco Bay Area Rapid Transit District ("District") and BART Police Managers' Association ("BPMA") (hereinafter jointly referred to as "Parties") regarding retirement benefits for safety employees.~~

~~During the 2018/2019 negotiations for the 2018-2022 collective bargaining agreement ("CBA"), the Parties inadvertently struck several provisions of BPMA CBA 2013-2018 Section 34 that provided retirement and pension benefits for safety employees.~~

~~The Parties agree that the following provisions that were struck will remain in effect, to be implemented in a consistent manner as previous years and will be incorporated into the CBA during the next contract negotiations.~~

~~The following clarifications apply to both classic and Public Employee Pension Reform Act ("PEPRA") sworn personnel and shall be incorporated by reference into Section 31, Safety Employees Retirement Benefits:~~

- ~~1. Employees may purchase up to four (4) years of service credit for any continuous active military service prior to employment with BART. The employees will bear all costs for this PERS option.~~
- ~~2. The District will provide the Fourth Level of 1959 Survivor Benefits for Safety Members pursuant to California Government Code Section 21574. The covered employees will~~

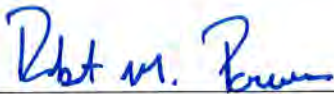
bear all costs for this benefit. To that end, the employer contribution will be deducted from the Member Surplus in the 1959 Survivor Benefits Account until such time as that account is exhausted.

Thereafter, deductions will be made from the paychecks of covered employees to cover the employer cost. The employee will continue to be responsible for the employee contribution.

3. The District will provide, upon an employee's retirement exit meeting, a copy of the documentation reported to PERS as the employee's PERSable single highest year compensation. This documentation will consist of a breakdown of each PERSable category reported.
4. It is understood the District will continue to make the payments to PERS on behalf of members by withholding the appropriate deduction from the members' paycheck.

Date: 6/21/22

FOR THE DISTRICT



Robert Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION

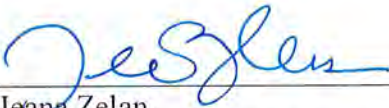


Jaswant Sekhon
President
Bart Police Managers' Association



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 MANAGERS' ASSOCIATION ("BPMA")
SECTION 1 – DURATION OF AGREEMENT**

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and Bart Police Managers' Association ("BPMA") 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 BPMA membership and the BART Board of Directors.

The parties agree that following ratification of the BPMA/BART extension agreement, Section 1 shall be modified as follows:

1. DURATION OF AGREEMENT

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

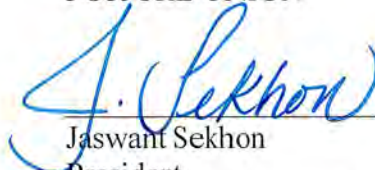
Date: 6/21/22

FOR THE DISTRICT

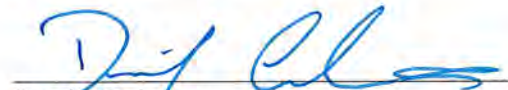


Robert Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION

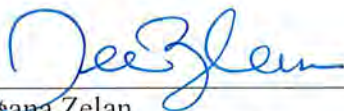


Jaswant Sekhon
President
Bart Police Managers' Association



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 MANAGERS' ASSOCIATION ("BPMA")
SECTION 25 – AMMUNITION**

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and Bart Police Managers' Association ("BPMA") 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 BPMA membership and the BART Board of Directors.

The parties agree that following ratification of the BPMA/BART extension agreement, Section 25 shall be modified as follows:

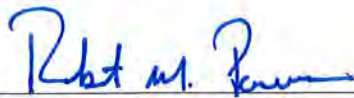
25. AMMUNITION

~~The District will provide sworn employees one hundred (100) rounds of ammunition per year for all approved firearms, on or before September 1st. The 100 rounds are in addition to the replacement rounds provided at Department range qualifications.~~

~~Any requests for additional rounds must be made in writing and approved by the Chief of Police or designee.~~

Date: 6/21/22

FOR THE DISTRICT

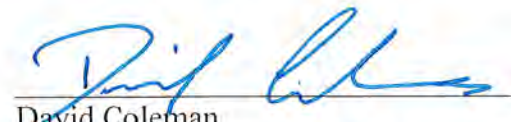


Robert Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION



Jaswant Sekhon
President
Bart Police Managers' Association



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

*Tentative Agreement
Section 25 - Ammunition
Between BART and BPMA*

APPROVED AS TO FORM



Jeana Zelan
Office of the General Counsel

TENTATIVE AGREEMENT

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART")
BART POLICE MANAGERS' ASSOCIATION ("BPMA")
SECTION 31 – SAFETY EMPLOYEES RETIREMENT BENEFITS**

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and Bart Police Managers' Association ("BPMA") 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 BPMA membership and the BART Board of Directors.

The parties agree that following ratification of the BPMA/BART extension agreement, Section 31 shall be modified as follows:

31. SAFETY EMPLOYEES RETIREMENT BENEFITS

The District shall amend its contract with PERS to include Section 20516, Employees Sharing Cost of Additional Benefits to reflect the amounts below.

Sworn personnel shall remain "safety members" of the California Public Employees' Retirement System ("CalPERS").

A. Classic Employees

Those sworn employees who are Classic employees as defined by State Law and as determined by CalPERS shall receive the three percent (3%) at Age 50 Safety Retirement Plan, including the Fourth (4th) Level 1959 Survivors Benefits, but not including the one-half (½) survivors continuance and will not be covered by the Federal Old Age, Survivors, Disability and Health Insurance Program (Social Security).

Classic sworn personnel shall continue to be eligible for the one (1) year "final compensation" with PERS pursuant to Section 20692 of the California Public Employees' Retirement System 1996 Optional Public Agency Contract Provisions and Amendment Procedures. By doing so, the District will stop paying those contributions during the final compensation period (one year) and increase the pay rate of the members by the amount of employer-paid member contributions (EPMC).

For Classic employees, the District shall continue to pick up the employee's contribution to the Public Employees' Retirement System (PERS) per Section 20692 Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period. Classic employees shall cost share according to the following schedule:

Year 1 Year 2 Year 3 Year 4

7% 8% 9% 10%

For Years 2, 3, and 4 of the Contract, the cost share percentage for all employees will be effective on the first full pay period after July 1st of each respective fiscal year.

B. PEPRA Employees

Those sworn employees, as defined by State Law and as determined by CalPERS, first employed by the District on or after January 1, 2013 shall receive the two and seven tenths percent (2.7%) at Age 57 Safety Retirement Plan including the Fourth (4th) Level 1959 Survivors Benefits, but not including the one-half (½) survivors continuance and will not be covered by the Federal Old Age, Survivors, Disability and Health Insurance Program (Social Security).

Employees not designated as Classic employees shall pay half the normal cost of the applicable pension as determined by CalPERS and the District will not pay any portion of the employee's share. In addition, such employees shall cost share according to the following schedule:

Year 1	Year 2	Year 3	Year 4
3%	2%	1%	0%

For Years 2, 3, and 4 of the Contract, the cost share percentage for all employees will be effective on the first full pay period after July 1st of each respective fiscal year.

C. Pensions and Retirement

1. Employees may purchase up to four (4) years of service credit for any continuous active military service prior to employment with BART. The employees will bear all costs for this PERS option.
2. The District will provide the Fourth Level of 1959 Survivor Benefits for Safety Members pursuant to California Government Code Section 21574. The covered employees will bear all costs for this benefit. To that end, the employer contribution will be deducted from the Member Surplus in the 1959 Survivor Benefits Account until such time as that account is exhausted.

Thereafter, deductions will be made from the paychecks of covered employees to cover the employer cost. The employee will continue to be responsible for the employee contribution.

3. The District will provide, upon an employee's retirement exit meeting, a copy of the documentation reported to PERS as the employee's PERSable single highest year compensation. This documentation will consist of a breakdown of each PERSable category reported.
4. It is understood the District will continue to make the payments to PERS on behalf of members by withholding the appropriate deduction from the members' paycheck.

Tentative Agreement
Section 31 – Safety Employee Retirement Benefits
Between BART and BPMA

Date: 6/21/22

FOR THE DISTRICT

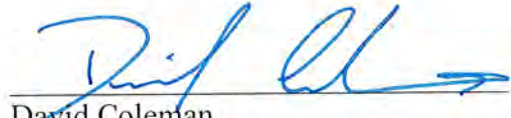


Robert Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION



Jaswant Sekhon
President
Bart Police Managers' 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 MANAGERS' ASSOCIATION ("BPMA") SECTION 45 – COMPENSATION

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and Bart Police Managers' Association ("BPMA") 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 BPMA membership and the BART Board of Directors.

The parties agree that following ratification of the BPMA/BART extension agreement, Section 45 shall be modified as follows:

45. COMPENSATION

- A. Members of the Association shall be compensated in accordance with the monthly pay levels contained herein.

All annual performance ratings shall be prepared on or before the members' anniversary date.

Step increases shall be effective each year on the employee's anniversary date.

Employees will be evaluated every year on their respective anniversary date subsequent to reaching the top step of the classification wage schedule.

Members of the Association who are rated "Unsatisfactory" or "Marginal" in their annual performance evaluation shall not be granted a wage increase. However, members rated "Marginal" shall be given ninety (90) days to improve their performance, at which time they will be rated again. Upon achieving a rating of "Effective" or higher, the employee will then be granted a wage increase effective the subsequent review date. Members rated "Unsatisfactory" or who retain a "Marginal" rating after the ninety (90) day review period shall not receive a wage increase and shall not be rated again until the subsequent evaluation period is completed.

Individual employee's written performance evaluations are not subject to the established grievance procedure to determine the content or overall rating. However, in order to ensure that fair, objective, complete, and accurate performance appraisals are prepared by raters, members who believe their performance appraisals have been improperly prepared will have recourse to the Performance Review process. Employees shall discuss their concerns regarding their performance appraisal with his/her immediate supervisor. If dissatisfied with the results of the discussion, affected members must file their appeal in writing within ten (10) calendar days of receipt of their performance appraisal under dispute. The written appeal shall be directed to the

Chief of Police and shall contain a brief outline of the facts and reasons giving rise to the appeal. The Chief of Police may meet with the employee if necessary and shall respond in writing to the appeal within twenty (20) days after receiving the appeal or upon conclusion of the meeting with the employee.

If the Chief of Police's decision does not resolve the dispute, with the concurrence of BPMA, the affected member may, within five (5) calendar days, request in writing to the Manager of Labor Relations that a Performance Review Board be convened to hear the appeal. The Association shall designate a BPMA member of his/her choosing to sit on the Board. The Manager of Labor Relations shall serve as Chairperson of the Board, and shall be a voting member of the Board.

The Chief of Police shall appoint the third member of the Board. The Performance Review Board shall meet within twenty (20) calendar days of receipt of the appeal.

The involved employee shall appear in person before the Review Board and may elect to have a BPMA representative present his/her case including all relevant documents or other evidence as may be appropriate. The rater shall be present and shall have the right to present statements, oral or written, in support of his/her position as it relates to the performance appraisal.

After hearing all evidence, the board shall prepare a report of their findings with a recommendation to the General Manager. The General Manager's decision in this matter shall be final and binding. Members prevailing in the review process shall receive the appropriate compensation retroactive to July 1st.

During the term of this Agreement, the employees who are members of BPMA shall be compensated in accordance with the following wage schedule. Placement in a pay level is based on accumulated service within a classification as of the effective date cited below. Employees promoted from one classification to another classification shall be granted a minimum of five percent (5%) salary adjustment upon promotion, provided no promotional salary adjustment under this Section shall be made above the maximum step of the salary range of the new classification then in effect. 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 as determined appropriate by management.

The base salary for top step Sergeant shall be 25% above the top step Senior Police Officer Advanced. The base salary for top step Lieutenant shall be 20% above the top step Sergeant.

Wage Chart: See Appendix A.

Annual Salary 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%).

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.

B. Education/Skill Allowance

Education Allowance

The District shall pay the following Education Allowance to eligible employees:

- A. Employees shall receive two percent (2.0%) of their base rate of pay for an A.A. or A.S. degree.
- B. Employees shall receive two percent (2.0%) of their base rate of pay for a B.A. or B.S. degree (Employees with a B.A. or B.S. degree shall also receive the

incentive for an A.A. or A.S. degree).

- C. Employees shall receive four percent (4.0%) of their base rate of pay for a M.A. or M.S. degree (Employees with a M.A. or M.S. degree shall also receive the incentive for an A.A. or A.S. degree and the incentive for a B.A. or B.S. degree).

Education pay shall be cumulative and not compounded.

The effective date of the Education Allowance shall be the pay period following when an employee notifies the District, in accordance with Department procedure, that the qualifications, as cited above, have been met.

Skill Allowance

The District shall pay the following Skill Allowance to eligible employees:

- A. Employees shall receive one percent (1.0%) of their base rate of pay for an Advanced POST certificate.
- B. Employees shall receive one percent (1.0%) of their base rate of pay for a Supervisory POST certificate (Employees with a Supervisory POST certificate shall also receive the incentive for an Advanced POST certificate).

Skill pay shall be cumulative and not compounded. The POST Dispatch Supervisor Certificate and the POST Professional Records Supervisor Certificate qualify for the Supervisory POST certificate in subsection B above.

The effective date of the Skill Allowance shall be the pay period following when an employee notifies the District, in accordance with Department procedure, that the qualifications, as cited above, have been met.

C. On-Call Status

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

D. Longevity Pay

The District shall pay the following Longevity Pay to eligible employees:

- a. Upon the completion of 10 years of District service, the employee shall receive longevity pay in the amount of three and one-half percent (3.50%) of their base rate of pay.
- b. Upon the completion of 14 years of District service, the employee shall receive longevity pay in the amount of three and one-half percent (3.50%) of their base rate of pay.
- c. A member completing twenty-five (25) years of District service with a minimum of five (5) years as an employee covered by the BPMA Collective Bargaining Agreement, or twenty-five (25) years of safety service with a minimum of ten (10) years as an employee covered by the BPMA Collective Bargaining Agreement, shall have eight and four-tenths percent (8.4%) longevity incentive pay added to their base salary.

This pay shall not be used for the purpose of comparing, adjusting or setting salaries.

The employee shall notify the Chief of Police in writing within ninety (90) days of eligibility. The memo shall contain the required District BPMA, and/or safety service dates. The Chief of Police will verify eligibility, and forward the memo of the compensation to Human Resources for implementation.

This incentive pay shall be reported to CalPERS as Longevity Incentive Pay.

E. Bilingual Pay

The District shall pay fifty dollars (\$50) 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.

Date: 6/21/22

FOR THE DISTRICT




Robert Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION



Jaswant Sekhon
President
Bart Police Managers' 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 MANAGERS' ASSOCIATION ("BPMA") SECTION 60 – SENIORITY

June 21, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and Bart Police Managers' Association ("BPMA") 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 BPMA membership and the BART Board of Directors.

The parties agree that following ratification of the BPMA/BART extension agreement, Section 60 shall be modified as follows:

60. SENIORITY

A. Definition

Seniority is defined for purpose 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 date of birth, with the oldest being senior. All questions pertaining to seniority ranking shall be resolved by the Association.

B. Personnel Assignments – Sergeants

Newly hired Sergeants are probationary employees who shall remain on probation for one (1) year. At the discretion of the Chief of Police, probation may be extended when the Chief of Police so designates, not to exceed an additional ninety (90) days. Probationary Sergeants shall be deemed to have completed probation successfully only if they receive an "Effective" or higher rating in each category of the performance appraisal that is given at the end of the probationary period. Probationary Sergeants will not be eligible to select a shift until they have completed thirty (30) days as a TBA. During the TBA period, the employee may be moved to and from any shift, at the discretion of the Chief of Police or designee. At the completion of the TBA period, probationary Sergeants will fill any vacant positions via a supplemental sign-up.

Ten percent (10%) of the patrol Sergeants' positions will be posted as "floating positions." Sergeants who bid into floating assignments shall remain a floater during the entire shift sign up. Sergeants signing into these positions shall then be assigned and can be reassigned by the Chief of Police or designee to any of the shift positions based upon the needs of the Department. If staffing

requirements necessitate that two or more employees be reassigned at the same time, the affected employees will be polled in seniority order in determining such assignments. If a bid position is vacated (e.g., resignation, promotion, etc.), the vacancy shall be filled via a supplemental sign-up unless there is one month or less remaining in the sign-up period.

Patrol Sergeants' sign-ups shall be conducted on a six (6) month basis. Sign-ups shall occur in February and August, and will be implemented on a Monday in March and September respectively, which coincides with the start of a pay period. Sergeants shall sign into the posted positions by order of their respective seniority. Sign-up schedules shall be posted for the two (2) week period prior to sign up. The shift implementation will occur approximately two (2) weeks following the sign-up. If the Chief of Police deems it necessary for the best interest of the Police Department, individual shift selection to the graveyard shift may be restricted. ~~The District shall maintain at least fifty percent (50%) of the patrol sergeants' work shifts on the 4-10 Plan. The remaining shifts will be on the 3-12.5 plan defined in Section 52 of this Agreement.~~ No patrol shifts will be on the 5-8 plan.

C. Personnel Assignments – Lieutenants

1. Patrol Sign-ups

Patrol lieutenants' sign-ups shall be conducted on a semi-annual basis, in conjunction with the CSO, police officer, and sergeant shift selections. Lieutenants shall sign into the posted positions by order of their respective seniority except for those Lieutenants who are in a special assignment. This section/provision does not apply to acting lieutenants.

One (1) Lieutenant's position shall be deemed a "floater." This position shall be designated prior to each Lieutenant's annual sign-up. The Floater shall only be floated to an existing sign-up position.

Sign-up schedules shall be posted for the two (2) week period prior to sign up. The shift implementation will occur on a Monday in March coinciding with the start of a pay period.

If a bid position is vacated (e.g., resignation, promotion, etc.), the vacancy shall be filled via a supplemental sign-up unless there is one (1) month or less remaining in the sign-up period.

2. Special Assignments

The Chief of Police will consider input from the Association regarding the selection process for any special assignment. Patrol Special Assignments will be for a minimum of two (2) years. Memoranda of interest shall be elicited from qualified personnel. The Chief of Police shall make selections to special assignments and can assign by inverse seniority if no one volunteers.

The Lieutenants Special Assignments for the Department are:

1. Detectives
2. Internal Affairs ("IA")
3. Personnel & Training
4. Zone Commander

5. Support Services

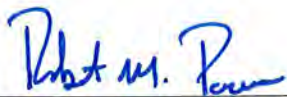
If a Lieutenant is assigned to the Progressive Policing and Community Engagement Bureau, that position shall also be considered a Special Assignment.

D. Civilian Administrator Bidding

Police Administrative Supervisor sign-ups shall be conducted every five (5) years based on classification seniority. Following ratification, the parties shall form a committee to determine administrative details regarding implementation.

Date: 6/21/22

FOR THE DISTRICT

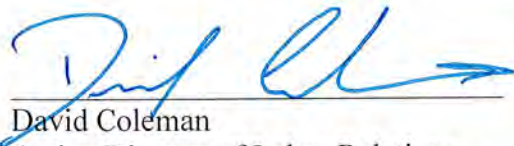


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Bay Area Rapid Transit District

FOR THE UNION



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

APPROVED AS TO FORM



Jeana Zelan
Office of the General Counsel