

TENTATIVE AGREEMENT

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

April 9, 2026

The San Francisco Bay Area Rapid Transit District ("District") and Bart Police Managers' Association ("BPMA") 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, as part of the extension agreement, the parties agree that that the following language: "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" in Section 44, Compensation, subpart A. limits the District's ability to negotiate over wages independently.

As a result, the District and BPMA commit to negotiate during the next round of bargaining (either full or limited) over compensation and the provision above will be replaced by market driven compaction percentages through mutual agreement of both the District and the BPMA.

The District commits that within that negotiation, the parties will seek a compensation framework that will maintain a reasonable differential in pay between classifications that supervise each other.

Finally, the parties agree that during the next round of bargaining in 2027, the BPMA'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 BPMA and the BART Board of Directors.

FOR THE DISTRICT

FOR THE UNION

Robert Powers
General Manager
Bay Area Rapid Transit District

Scott Strance
President
Bart Police Managers' 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 MANAGERS' ASSOCIATION ("BPMA")
SECTION 1 – DURATION OF AGREEMENT**

April 9, 2026

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, 2026~~7~~.

FOR THE DISTRICT

FOR THE UNION

Robert Powers
General Manager
Bay Area Rapid Transit District

Scott Strance
President
Bart Police Managers' 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
SECTION 19 – MANAGERIAL LEAVE**

April 9, 2026

The San Francisco Bay Area Rapid Transit District ("BART") and the 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.

The parties agree that following ratification of the BPMA/BART extension agreement, Section 19 shall be modified as follows:

19. MANAGERIAL LEAVE

Each July 1, BPMA ~~eligible~~**non-sworn** members will be allowed three (3) managerial leave days per fiscal year. Eligibility for Managerial Leave requires vesting period of five (5) years of BPMA service ~~before entitlement for new members promoted after June 30, 2009~~. The leave may not be used in less than one (1) day increments. Any unused days will not be carried over to the following year and they are not compensable. These days are provided for additional incidental duties required of managers outside the scheduled workday (~~e.g., line-up preparation, brief telephone calls, checking e-mail, etc.~~).

FOR THE DISTRICT

FOR THE UNION

Robert Powers
General Manager
Bay Area Rapid Transit District

Scott Strance
President
Bart Police Managers' Association

David Coleman
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM

Amelia Sandoval-Smith
Office of the General Counsel

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TENTATIVE AGREEMENT

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") BART POLICE MANAGERS' ASSOCIATION ("BPMA") SECTION 33 – PERS MEDICAL AND PRESCRIPTION DRUG BENEFITS

April 9, 2026

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 33 shall be modified as follows:

33. 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 Survivor Benefits, as provided for in Section ~~34~~**5**, the Association waives the right to any group medical or prescription drug benefit granted expressly or impliedly under other sections 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.

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 provided below.

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1. 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 2027 to 2034, the premium contribution shall be increased by In January 2027 the premium will increase by \$3 and the 3% escalator will remain until 2034 as reflected below.:

<u>DATE</u>	<u>Maximum Employee Monthly Contribution</u>
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	\$196.93 \$199.93
01 Jan. – 28	\$202.84 \$205.93
01 Jan. – 29	\$208.92 \$212.11
01 Jan. – 30	\$215.19 \$218.47
01 Jan. – 31	\$221.65 \$225.02
01 Jan. – 32	\$228.30 \$231.77
01 Jan. – 33	\$235.15 \$238.73
01 Jan. – 34	\$242.20 \$245.89

2. 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), not to exceed one thousand eight hundred sixty-eight dollars and sixty-five cents (\$1868.65) from the Money Purchase Pension Plan contributions for sworn employees that are otherwise provided for under Section 29. 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, as provided in Section 49 of this Agreement, 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.
3. Each eligible retiree shall pay the same premium contribution, including those amounts specified in paragraph C below, 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

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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, and effective January 1, 2020, the Region 1 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 34(B) 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 34(B)(3) 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 given 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:**

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- 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.**
- ~~2. Beginning July 1, 2007, 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 30 year amortization schedule for unfunded liability ending June 30, 2034.~~
- ~~3. The District shall, at minimum, contribute to the RHBT each pay period an amount equal to the full GASB compliant Annual Required Contribution (ARC) percentage of straight time base pay paid to bargaining unit members during that pay period using an open group valuation method with a closed thirty (30) year amortization schedule for unfunded liability ending June 30, 2034. (For example, if the base pay during the pay period is one million dollars [\$1,000,000] and the ARC percentage is fourteen percent [14%], the District will contribute one hundred forty thousand dollars [\$140,000] to the RHBT for that pay period.)~~
- ~~4. The District shall retain the contributions referred to in subsection B.2 above 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.2, the District shall make appropriate adjustments to the base salaries of sworn personnel and appropriate contributions to the MPPP’s of sworn and 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 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.~~

EXAMPLE: Assume that the actual ARC is fifteen percent (15%) in the particular year, the baseline ARC is fourteen percent (14%) in the particular year, and that the difference

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~~between the two is one million dollars (\$1,000,000). Assume further that the value of the retained 1.627% is one million five hundred thousand dollars (\$1,500,000). The District would then distribute the total excess of five hundred thousand dollars (\$500,000) as adjustments to base salary and MPPP contributions prorated in the same manner as the reductions provided in B.2 were determined. For sworn personnel, base salary adjustments will occur before any MPPP adjustments.~~

The baseline ARC is as follows:

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

5. 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 34(A) (“34(A) Coverage”).

Commencing at the time of the change in medical premium contributions as set forth in paragraph B.1, the District shall increase the monthly payment to three hundred and fifty dollars (\$350) “in lieu of medical” to each eligible employee who opts out of 34(A) 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.

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An eligible employee who opts out of 34(A) coverage may subsequently enroll in such coverage as permitted under the terms of the plan(s) described in Section 34(A).

F. Trust Review Committee

1. 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.
2. 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 meetings. (The parties acknowledge that audited financial statements are performed only once per year.)
3. 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.
4. 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**~~GASB valuation studies~~, 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.

G. Retiree Health Benefits Trust

The Trust Agreement provides that:

1. 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.
2. 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-

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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.

3. 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.
4. Each eligible retiree pays the same premium co-payment as active employees.
5. 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 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.

H. Retiree Medical Insurance Eligibility for Employees Hired After January 1, 2015

Employees first hired after January 1, 2015, 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% and 15 years – 100%.

Employees who receive a service disability retirement shall receive a District contribution of 100%.

The implementation of this agreement requires statutory changes to the California Government Code, there is currently pending legislation memorializing the provisions as generally set forth herein.

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 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.

*** Minute Clarification**

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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.

FOR THE DISTRICT

FOR THE UNION

Robert Powers
General Manager
Bay Area Rapid Transit District

Scott Strance
President
Bart Police Managers' Association

David Coleman
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM

Amelia Sandoval-Smith
Office of the General Counsel

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TENTATIVE AGREEMENT

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") BART POLICE MANAGERS' ASSOCIATION ("BPMA") SECTION 44 – COMPENSATION

April 9, 2026

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 44 shall be modified as follows:

44. 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 insure 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

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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.

Annual Salary Increases

Wage Chart: See Appendix A.

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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, 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.~~

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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	0.75%
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 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 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%).

FOR THE DISTRICT

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**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 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 2026-2027 between the District and the BART Police Managers' Association (BPMA) 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.

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Adopted _____