

# **San Francisco Bay Area Rapid Transit District**

2150 Webster Street, P. O. Box 12688, Oakland, CA 94604-2688



## **BOARD MEETING AGENDA**

**Please note that Item 2-A will be heard prior to Closed Session and the remainder of regular business will not begin before 5:00 p.m.**

**Thursday, July 28, 2022**

**4:00 PM**

**via Teleconference Only. Please note that this meeting is an EVENING meeting.**

**Zoom Link: <https://us06web.zoom.us/j/81239983285>**

**Board of Directors**





SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
2150 Webster Street, P. O. Box 12688, Oakland, CA 94604-2688

## BOARD MEETING AGENDA

July 28, 2022

4:00 p.m.

A regular meeting of the Board of Directors will be held at 4:00 p.m. on Thursday, July 28, 2022. Please note that Item 2-A will be heard prior to Closed Session and the remainder of regular business will not begin before 5:00 p.m.

Please note, pursuant to all necessary findings having been made by the Board of Directors of the San Francisco Bay Area Rapid Transit District (for itself as well as all subordinate legislative bodies) to continue remote public meetings in the manner contemplated under urgency legislation Assembly Bill No. 361, public participation for this meeting will be via teleconference only.

You may watch the Board Meeting live or archived at <https://bart.gov/boardtv>

Presentation materials will be available via Legistar at <https://bart.legistar.com>

You may also join the Board Meeting via Zoom by calling 833-548-0282 and entering access code 812 3998 3285; logging in to Zoom.com and entering access code 812 3998 3285; or typing the following Zoom link into your web browser:  
<https://us06web.zoom.us/j/81239983285>

If you wish to make a public comment:

- 1) Submit written comments via email to [board.meeting@bart.gov](mailto:board.meeting@bart.gov), using “public comment” as the subject line. Your comment will be provided to the Board and will become a permanent part of the file. Please submit your comments as far in advance as possible. Emailed comments must be received before 12:00 p.m. on July 28, 2022, in order to be included in the record.
- 2) Call 833-548-0282, enter access code 812 3998 3285, dial \*9 to raise your hand when you wish to speak, and dial \*6 to unmute when you are requested to speak; log in to Zoom.com, enter access code 812 3998 3285, and use the raise hand feature; or join the Board Meeting via the Zoom link (<https://us06web.zoom.us/j/81239983285>) and use the raise hand feature.

Public comment is limited to three (3) minutes per person.

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

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

BART provides service/accommodations upon request to persons with disabilities and individuals

who are limited English proficient who wish to address BART Board matters. A request must be made within one and five days in advance of Board meetings, depending on the service requested. Please contact the Office of the District Secretary at 510-464-6083 for information.

Rules governing the participation of the public at meetings of the Board of Directors and Standing Committees are available for review on the District's website (<http://www.bart.gov/about/bod>).

Meeting notices and agendas are available at [bart.legistar.com](http://bart.legistar.com); via email (<https://cloud.info.bart.gov/signup>); or via regular mail upon request submitted to the District Secretary.

Complete agenda packets (in PDF format) are available for review at [bart.legistar.com](http://bart.legistar.com) no later than 48 hours in advance of the meeting.

Please submit your requests to the District Secretary via email to [BoardofDirectors@bart.gov](mailto:BoardofDirectors@bart.gov); in person or U.S. mail at 2150 Webster Street, 10th Floor, Oakland, CA 94612; or telephone 510-464-6083.

**Please note that Item 2-A will be heard prior to Closed Session and the remainder of regular business will not begin before 5:00 p.m.**

Regular Meeting of the

BOARD OF DIRECTORS

The purpose of the Board Meeting is to consider and take such action as the Board may desire in connection with:

1. CALL TO ORDER

- A. Roll Call.
- B. Pledge of Allegiance.
- C. Introduction of Special Guests.

2. BOARD MATTERS

- A. Resolution to Continue Virtual Meetings During the Pandemic. Board requested to adopt.

**Attachments:** [Resolution to Continue Virtual Meetings During the Pandemic - Resolution](#)

3. CLOSED SESSION

## A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Titles: General Manager, General Counsel, Controller-Treasurer,  
District Secretary, Independent Police Auditor, and Inspector General  
Government Code Section: 54957

## B. CONFERENCE WITH LABOR NEGOTIATORS:

Designated Representatives: Robert Powers, General Manager; Michael Jones,  
Deputy General Manager; and David Coleman,  
Acting Director of Labor Relations

Employee Organizations: (1) Amalgamated Transit Union, Local 1555;  
(2) American Federation of State, County and  
Municipal Employees, Local 3993;  
(3) BART Police Officers' Association;  
(4) BART Police Managers' Association;  
(5) Service Employees International Union,  
Local 1021;  
and  
(6) Service Employees International Union,  
Local 1021,  
BART Professional Chapter  
(7) Unrepresented employees (Positions: all)

Government Code Section: 54957.6

4. OPEN SESSION

A. Announcement from Closed Session, if any.

5. REPORT OF THE BOARD PRESIDENT6. CONSENT CALENDAR

A. Approval of Minutes of the Meetings of May 26, 2022, June 9, 2022, and  
June 23, 2022. Board requested to authorize.

**Attachments:** [Approval of Minutes of the Meeting of May 26, 2022](#)  
[Approval of Minutes of the Meeting of June 9, 2022](#)  
[Approval of the Minutes of the Meeting of June 23, 2022](#)

B. Employee Relocation Assistance for the District Secretary. Board requested to  
authorize.

**Attachments:** [Employee Relocation Assistance for the District Secretary -  
EDD](#)

- C. Procurement of Internet, Telecommunications Services, and Information Technology Products from AT&T through the California Network and Telecommunications (CALNET) Program. Board requested to authorize.

**Attachments:** [Procurement of Internet, Telecommunications Services, and Information Technology Products from AT&T - EDD](#)

- D. Agreement with Cubic Transportation Systems, Inc. for Continuation of Europay Mastercard Visa. Board requested to authorize.

**Attachments:** [Agreement with Cubic Transportation Systems, Inc. - EDD](#)

- E. Reject All Bids for Invitation for Bid No. 9111, For the Procurement of Skid Mounted Ventilation Unit. Board requested to reject.

**Attachments:** [Reject all Bids for Invitation for Bid No. 9111, For the Procurement of Skid Mounted Ventilation Unit - EDD](#)

- F. Award of Agreement No. 6M4739 with Associated Right of Way Services, Inc. and Smith & Associates, Inc., for Real Property Appraisal Services. Board requested to authorize.

**Attachments:** [Award of Agreement No. 6M4739 - EDD](#)

- G. Award of Agreement No. 6M4778 with Associated Right of Way Services, Inc., Monument ROW, Inc., and Overland, Pacific and Cutler, LLC, for Real Property Comprehensive Acquisition, Relocation, and Title Services. Board requested to authorize.

**Attachments:** [Award of Agreement No. 6M4778 - EDD](#)

- H. Quitclaim of Subsurface Easement at Groom Street in Hayward, CA. Board requested to authorize.

**Attachments:** [Quitclaim of Subsurface Easement at Groom Street in Hayward, CA - EDD](#)

7. GENERAL MANAGER'S REPORT

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

8. BOARD MATTERS

- A. Resolution to Reinstitute the Inclusion of a Mask Requirement in the Customer Code of Conduct. Board requested to adopt.

**Attachments:** [Resolution to Reinstitute the Inclusion of a Mask Requirement in the Customer Code of Conduct - Memo](#)  
[Resolution to Reinstitute the Inclusion of a Mask Requirement in the Customer Code of Conduct - Resolution](#)

9. PUBLIC COMMENT - 15 Minutes

(An opportunity for members of the public to address the Board of Directors on matters under their jurisdiction and not on the agenda. Public comment is limited to three (3) minutes per person.)

10. ADMINISTRATION ITEMS

Director Simon, Chairperson

- A. Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements (CBAs) and Create Successor Agreements. Board requested to adopt.
- i. CBA with the American Federation of State, County and Municipal Employees, Local 3993.
  - ii. CBA with the Amalgamated Transit Union, Local 1555.
  - iii. CBA with the Service Employees International Union, Local 1021.
  - iv. CBA with the BART Police Officers' Association.
  - v. CBA with the BART Police Managers' Association.

**Attachments:** [Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements - EDD](#)  
[Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements - AFSCME](#)  
[Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements - ATU](#)  
[Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements - SEIU](#)  
[Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements - BPOA](#)  
[Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements - BPMA](#)  
[Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements - Presentation](#)

## 11. ENGINEERING AND OPERATIONS ITEMS

Director Dufty, Chairperson

- A. Sole Source Procurement with Shimmick/California Engineering Contractors Joint Venture for Maintenance Vehicle Consist. Board requested to authorize.  
(TWO-THIRDS VOTE REQUIRED)

**Attachments:** [Sole Source Procurement with Shimmick-California Engineering Contractors Joint Venture for Maintenance Vehicle Consist - EDD](#)

- B. Change Order to Contract No. 40FA-110, Procurement of Transit Vehicles, with Alstom Group North America, for Design Engineering for Communications Based Train Control Vehicle Interface (C.O. 52). Board requested to authorize.

**Attachments:** [Change Order to Contract No. 40FA-110, Procurement of Transit Vehicles - EDD](#)

- C. BART Progressive Policing Update. For information.

**Attachments:** [BART Progressive Policing Update - Memo](#)  
[BART Progressive Policing Update - Presentation](#)

## 12. PLANNING, PUBLIC AFFAIRS, ACCESS, AND LEGISLATION ITEMS

Director Foley, Chairperson

- A. Assembly Bill 2923 Transit-Oriented Development Conformance Findings. For information.

**Attachments:** [Assembly Bill 2923 Transit-Oriented Development Conformance Findings - Memo](#)  
[Assembly Bill 2923 Transit-Oriented Development Conformance Findings - July 8th Memo](#)  
[Assembly Bill 2923 Transit-Oriented Development Conformance Findings - Presentation](#)

- B. 2021 Annual Report - Sustainability. For information.

**Attachments:** [2021 Annual Report – Sustainability - Memo](#)  
[2021 Annual Report – Sustainability - Presentation](#)

## 13. BOARD MATTERS

- A. Board Member Reports.

(Board member reports as required by Government Code Section 53232.3(d) are available through the Office of the District Secretary. An opportunity for Board members to report on their District activities and observations since last Board Meeting.)

- B. Roll Call for Introductions.



(An opportunity for Board members to introduce a matter for consideration at a future Committee or Board Meeting or to request District staff to prepare items or reports.)

C. In Memoriam.

(An opportunity for Board members to introduce individuals to be commemorated.)

April B. A. Quintanilla  
Acting District Secretary

In the Matter of Re-Authorizing  
the District's legislative and subordinate  
legislative bodies to utilize the provisions  
enacted by AB 361 to meet remotely  
with teleconferenced meetings  
during a re-proclaimed emergency as  
authorized by law in accordance with  
Government Code Section 54953(e)  
and other applicable provisions of the  
Ralph M. Brown Act for an additional  
period of thirty (30) days from the adoption  
of this Resolution. \_\_\_\_\_ /

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

WHEREAS, the San Francisco Bay Area Rapid Transit District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the San Francisco Bay Area Rapid Transit District's legislative and subordinate legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 5519 on June 9, 2022, finding that the requisite conditions exist for the legislative and subordinate legislative bodies of the San Francisco Bay Area Rapid Transit District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically; and

WHEREAS, social distancing best practices are still necessary and appropriate to prevent an imminent risk to the health and safety of public meeting; and

WHEREAS, the Board of Directors does hereby find that the continuing State of Emergency and conditions causing imminent risk to attendees has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative and subordinate legislative bodies of the San Francisco Bay Area Rapid Transit District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, all best practices to ensure access of the public to the District's remote meetings have been, and will continue to be faithfully observed during this extension period of this local emergency.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and social distancing measures recommended by the Center for Disease Control and modifications to public meeting laws that advance best practices still appear to be necessary and appropriate to safeguard the public's health and safety, and are therefore continued and maintained.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager, District Secretary, legislative and subordinate legislative bodies of the San Francisco Bay Area Rapid Transit District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) thirty (30) days from the adoption of this resolution, or (ii) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the San Francisco Bay Area Rapid Transit District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the San Francisco Bay Area Rapid Transit District, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**  
2150 Webster Street, P.O. Box 12688, Oakland, CA 94604-2688

Board of Directors  
Minutes of the 1,909<sup>th</sup> Meeting  
May 26, 2022

A regular meeting of the Board of Directors was held on May 26, 2022, convening at 4:00 p.m., via teleconference, pursuant to all necessary findings having been made by the Board of Directors of the San Francisco Bay Area Rapid Transit District (for itself as well as all subordinate legislative bodies) to continue remote public meetings in the manner contemplated under urgency legislation Assembly Bill No. 361. President Saltzman presided; April B. A. Quintanilla, Acting District Secretary.

Directors Present: Directors Allen, Ames, Foley, Li, Raburn, and Saltzman.

Absent: Director Simon. Directors Dufty and McPartland entered the Meeting later.

President Saltzman gave instructions regarding Public Comment.

Director Dufty entered the Meeting.

President Saltzman called for Public Comment on closed session. No comments were received.

President Saltzman announced that the Board would enter into closed session under Item 2-A (Conference with Labor Negotiators) of the Regular Meeting agenda, and that the Board would reconvene in open session upon conclusion of the closed session.

The Board Meeting recessed at 4:04 p.m.

---

The Board reconvened in closed session at 4:07 p.m.

Directors present: Directors Allen, Ames, Dufty, Foley, Li, Raburn, and Saltzman.

Absent: Directors McPartland and Simon.

The Board Meeting recessed at 4:59 p.m.

---

The Board reconvened in open session at 5:05 p.m.

President Saltzman announced that the Board had concluded its closed session under Item 2-A and that there was no announcement to be made.

Under Item 4, Report of the Board President, President Saltzman commented on the mass shooting incidents that occurred in Buffalo, New York, Uvalde, Texas, and at the Santa Clara Valley Transportation Authority; and facilitated a moment of silence.

Vice President Li commented on the number of mass shootings that have occurred in 2022 thus far, the impact of the mass shooting in Buffalo, New York, and BART's advocacy efforts.

President Saltzman announced that a new interactive map would be posted on bart.gov and that the Board Meeting on June 23, 2022, would be held at the El Cerrito Del Norte Station; and noted that the next evening Board Meeting would be held on July 28, 2022, and that this meeting would be the target return date for in-person meetings, depending on the COVID-19 circumstances.

Joe Kunzler addressed the Board.

President Saltzman announced that under the provisions of the Rules of the Board of Directors of the San Francisco Bay Area Rapid Transit District, this was the time set to hold a Public Hearing on the Fiscal Year 2023 and Fiscal Year 2024 Two-Year Annual Budget; and that the Board would review the item under the Administration Committee portion of the agenda. President Saltzman requested that Board Members hold their questions and comments until the Public Hearing was closed and announced that staff would give a brief presentation on the item and that the Meeting would then be opened for comments from the public.

Christopher Simi, Director of Budgets, presented the item.

Aleta Dupree and Joe Kunzler addressed the Board.

There being no further Public Comment, the Public Hearing was closed.

Consent Calendar items brought before the Board were:

1. Approval of Minutes of the Meeting of April 28, 2022.
2. Revision of 2022 Organization of Committee and Special Appointments.
3. Fiscal Year 2023 Proposition 4 Appropriations Limit.
4. Resolution Consolidating 2022 District Elections.
5. Award of Agreement No. 6M3506A with ACR Glazing Contractors, Inc., for On-Call Glass Repair and Replacement Services.
6. Reject All Bids for Contract No. 15CH-110, Millbrae Tail Tracks Extension.

Consent Calendar reports brought before the Board were:

1. 2022 Redistricting Final Report.
2. Cost Information from Sale of 2022 Series D BART Safety, Reliability and Traffic Relief Program (Measure RR) General Obligation Bonds.

Director Raburn requested that Item 6-G, 2022 Redistricting Final Report, be removed from the Consent Calendar and made the following motions as a unit. Director Dufty seconded the motions.

1. That the Minutes of the Meeting of April 28, 2022, be approved.
2. That the Board of Directors ratifies the proposed revisions to the 2022 Organization of Committees and Special Appointments.
3. That Resolution No. 5517, In the Matter of the Establishment Of the Fiscal Year 2023 Appropriations Limit, be adopted.
4. That Resolution No. 5518, Resolution of the Board of Directors of the San Francisco Bay Area Rapid Transit District requesting the Boards of Supervisors of Alameda County, Contra Costa County, and the City and County of San Francisco to provide for the consolidation of a District election, electing members of the Board of Directors, with the State of California general election, to be held on November 8, 2022, be adopted.
5. That the General Manager be authorized to award Agreement No. 6M3506A to furnish and install replacement glass at all District stations and facilities, as needed for a period of five (5) years, at a bid price of \$784,935.76 to ACR Glazing Contractors, Inc., of Oakland, California.
6. That the General manager be authorized to reject all Bids for Contract No. 15CH-110 Millbrae Tail Tracks Extension.

President Saltzman called for Public Comment on the Consent Calendar. No comments were received.

The motions brought by Director Raburn and seconded by Director Dufty carried by unanimous roll call vote. Ayes: 7 – Directors Allen, Ames, Dufty, Foley, Li, Raburn, and Saltzman. Noes: 0. Absent: 2 – Directors McPartland and Simon.

Item 6-G, 2022 Redistricting Final Report, was discussed, with the following highlights:

Director Raburn commented that over the past several weeks he has asked for a GeoInovo to prepare a complete final report that would include information about the proportion of each jurisdiction that's in each of the Director's districts since redistricting; further commented that he would like GeoInovo to provide more information on the unincorporated areas that are in his District.

Staff from GeoInovo responded to the Director's comments regarding the total population of all cities and unincorporated areas from San Francisco and Contra Costa 2020 census data.

Patricia Piras addressed the Board.

Discussion continued, with the following highlights:

President Saltzman commented that the contract with GeoInovo has expired; she like Director Raburn represents unincorporated areas and it can be very confusing; and further commented that she has spent time reviewing the maps trying to decipher what the borders were; and lastly asked

staff if there was an option to approve this today and requested staff to create an addendum that could be accomplished in-house.

Director Raburn commented that he would like to ensure that the data requested is provided to the Board.

Director Ames indicated that BART's Information Technology department would be the right source to work with GeoInovo to provide the information being requested.

President Saltzman requested the District Secretary's Office share a memorandum with the Board.

President Saltzman called for general Public comment.

The following individuals addressed the Board:

Jahan Byrne  
Joe Kunzler  
Elizabeth Thasher  
Aleta Dupree  
Roland Lebrun  
Arlene Tsang  
Edward Giordano

President Saltzman announced the order of the agenda items would be changed.

President Saltzman called for the General Manager's Report. Robert Powers, General Manager, reported that BART joined dozens of other transit agencies across the Bay Area to participate in the Golden Eagle Emergency Preparedness exercise for Public Information Officers and Communications staff which simulated response to a 7.0 earthquake in the Oakland region; and further commented that BART has received two Federal Emergency Management Agency (FEMA) grants totaling \$3 mil geared towards COVID related expenses; and that BART is participating in a Summer Intern program hosting 12 interns for a total of six weeks. (6/27 – 8/5/22) as a partnership with Community Based Organizations (CBO's) and educational institutions with a goal of investing in community youth and developing future public transit employees; ridership showed an increase the week of May 9<sup>th</sup>; and lastly the Green Bond issuance, Measure RR bonds deal successfully closed.

Aleta Dupree addressed the Board.

Director Foley, Chairperson of the Planning, Public Affairs, Access, and Legislation Committee, brought the matter of Ashby and North Berkeley BART Station Transit-Oriented Development (TOD) Update before the Board. Shannon Dodge, Principal Property Development Officer, and Rachel Factor, Principal Planner presented the item.

The item was discussed, with the following highlight:

President Saltzman thanked staff for their work on the project and commented that one item of discussion that has come up is the height of the building associated with the project and noted that the Berkeley City Council is the governing body who will make the decision as BART has not



advocated for specific zoning or to adopt a certain height, nor has she as the Director representing North Berkeley.

The following individuals addressed the Board:

Rashi Kesarwani, Councilmember, City of Berkeley  
Meryl Siegal  
Vicki Sommer  
Tony Corman  
Chimey Lee  
Edward Giordano  
G. Dennis Gallego  
Betsy Morris

Discussion continued, with the following highlights:

Director Raburn commented that in reviewing the Joint Vision and Memorandum of Understanding, it does not address the full access needs required for the project and thinks BART should plan for access from all four entrances around the station.

Vice President Li thanked everyone for their comments regarding the project and members of the public for their emails to the Board; commented that some of the emails contained inappropriate language and encouraged those in support of the project to perhaps call in with their point of view; expressed her support for the project.

Director Ames echoed Director Raburn's comments related to access and planning; asked staff a few questions about accessibility and the travel distance to and from the BART Station; further commented that a comprehensive access planning effort needs to be made to ensure that people can easily get to the BART stations without a car or taking the bus; also asked staff to clarify the streamlining associated with AB2923, and how it can deliver what the community wants, and lastly shared thoughts around affordable housing and low income.

Director Allen commented that building 7 stories in the middle of the BART station parking lots, is going to dramatically change that neighborhood; expressed that many people who bought their homes there over 40 – 50 years ago and to rapidly change their neighborhood this way is going to have a large impact on the residents; expressed empathy about this and commented that she hopes the City of Berkeley is listening to the community as many of the emails have indicated that people are not opposed to the project but would like the project to be reasonable and limited to seven stories or less; lastly inquired from staff if there has been a financial analysis of the funds BART is giving up in parking revenue by tearing down the parking lots versus the revenue gained on the land leases for housing, and how much BART makes from lease revenue or ridership increase, offset by parking loss.

President Saltzman thanked everyone who attended the meeting, as well as the public for their comments and emails related to the project; commented that varying sides on this subject have been similar; thanked all of the Directors for their comments and further commented on the collaborative process behind the efforts of the Joint Vision Plan and priorities, as well as the Memorandum of Agreement; and lastly shared that there have been discussions with City of Berkeley Council Members regarding accessibility issues to and from the BART stations.

Director Foley thanked staff for their presentation.

Director Ames, Vice Chairperson of the Administration Committee, brought the matter of Fiscal Year 2023 and Fiscal Year 2024 Two-Year Annual Budget, before the Board. Michael Eiseman, Director of Financial Planning, and Christopher Simi, Director of Budgets, presented the item.

The item was discussed, with the following highlight:

Director Ames commented a member of the public indicated that a fare increase would create a hardship for some people; can BART find a way to create savings that would offset the need for fare increase and posed the question to staff; and also queried staff on the vacancy rate and savings could be achieved there.

Director Ames, Vice Chairperson of the Administration Committee, brought the matter of Title VI Fare Equity Analysis for the Proposed 2022 Productivity-Adjusted Inflation-Based Fare Increase before the Board. Maceo Wiggins, Director of Office of the Civil Rights, and Emily Alter, Manager of Title VI and Environmental Justice, presented the item.

Aleta Dupree addressed the Board.

The item was discussed, with the following highlights:

Vice-President Li commented that while fare increases are not ideal, BART must do so in order to match the increase of inflation, and to do so later would only lead to an even higher increase; and also commented that what would make BART more affordable is to extend its Low Income Fare Program to its riders; and to make sure riders know that the program exists; and commented that BART can do more to become creative to make the system affordable as voting down the fare increase will not make BART more affordable; and lastly asked staff to make two commitments: Bringing back a more comprehensive fare policy item with scenarios for expanding the Clipper Start Program, specifically what the cost would be to expand the discount to more than 20% and increase the eligibility as its currently only available to households 200% below the federal poverty line or less, which is around \$55,000 per year for a household of four.

Vice President Li moved that the Board of Directors approves the “Title VI Fare Equity Analysis for the Proposed 2022 Productivity-Adjusted Inflation-Based Fare Increase.” Director Dufty seconded the motion.

Discussion continued, with the following highlights:

Director Raburn thanked Vice-President Li for her efforts to increase the eligibility of the Clipper Start Program and staff for their presentation; and further commented that the survey did not reference that the increase was deferred six months as this is the Consumer Price Index Fare Increase Program which has been every 2 years; referenced that the fare increase was based on 2018 – 2020 and adopted January 2022; lastly stated that he will be voting for this item.

Director Dufty asked for clarification from staff on the 6-month deferment and if it was properly communicated to the public; and further commented that the Federal government does not provide the money to run the system; thanked General Manager Powers for his hard work; and expressed his support of the fare increase as a necessary inflation-based fare increase.

Director Allen commented that everything is increasing and thinks the increase roughly equates to around 3% based on a few years ago related to the Consumer Price Index, which BART delayed for 6 months; commented inflation is higher than the 3% BART is raising to increase fares.

President Saltzman commented that she supports the comments thus far, thinks that this compounds year after year, and if BART does not increase fares, it creates an even larger increase in the future; further commented that BART needs to get the word about the Clipper Start Program.  
Director McPartland commented that he supports the measure.

Director Ames queried staff on the inclusion of inflation; commented that BART should look at more incentives for the low income riders; uncertain about the approval of a one year budget, with the second year being more of a forecast; further commented that the one year budget would include a \$7 million dollar revenue stream if fares are increased; thinks that BART could find other ways to save, such as through the employment vacancy estimate; commented that if inflation is better next year she would support a fare increase. Lastly, commented that she does not support this right now as we could enter into a recession next year.

The motion brought by Vice President Li and seconded by Director Dufty carried by roll call vote. Ayes: 7 – Directors Allen, Dufty, Foley, Li, McPartland, Raburn, and Saltzman. Noes: 1 – Director Ames. Absent: 1 – Director Simon.

Director Dufty, Chairperson of the Engineering and Operations Committee, brought the matter of Quarterly Service Performance Review – Third Quarter Fiscal Year 2022. Shane Edwards, Assistant General Manager, Operations, and Edgardo Alvarez, Chief of Police, presented the item.

Aleta Dupree addressed the Board.

The item was discussed, with the following highlights:

Vice President Li thanked staff for their presentation and for being able to see the numbers; commented that there have been more cancelled and delayed trains recently; asked staff to bring back more information to help the Board track the increase or decrease of canceled train runs; commented that real time departure information does not always show canceled trains and often people show up at stations only to find that the train has been canceled; further stated that it would be helpful to see the information pushed out through the data, or mass transit apps.

Director Raburn commented on the traction power issues and the forensic report on the fires at 2 substations; expressed concerns with the lack of police presence and asked if there's a specific reason or staffing issues associated with police presence throughout the stations.

President Saltzman commented that she has received complaints regarding cancelled trains and that they are not showing up; also commented that she notices this because she utilizes the system as well; additionally, commented that perhaps the right questions around police presence are not being asked as it appears that personnel are in and around the stations.

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

Director Raburn reported that he participated with 1400 transit officials throughout the United States reviewing the Transit Equity Policy with the United States Department of Transportation; participated in the Real Estate Department's Oakland Design Review Board with Abigail Thorne-Lyman.

Director Foley reported that he attended the Contra Costa Transportation Authority meeting; the Concord City Council meeting and there was a proposed action to extend a negotiated agreement with Concord First Partners for the development of the Concord Naval Weapons Station site; further commented that the extended negotiated agreement was set to expire this month, but the City Council voted to extend negotiations with Concord First Partners until January 31, 2023; and asked staff to follow up on AB 1621 regarding serialized firearms, and lastly asked everyone to take time on Monday, Memorial Day, to remember those who gave their lives defending our country and our freedom.

Director Ames thanked staff for helping the with the Bike Bridge celebration in Fremont at the Warm Springs BART Station; commented on working with Ohlone College students to pass a resolution regarding the Fare Integration Program; and also attended the Ohlone College Tides of Change with Aisha Brown.

The Meeting adjourned at 8:40 p.m.

April B. A. Quintanilla  
Acting District Secretary

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**  
2150 Webster Street, P.O. Box 12688, Oakland, CA 94604-2688

Board of Directors  
Minutes of the 1,910<sup>th</sup> Meeting  
June 9, 2022

A regular meeting of the Board of Directors was held on June 9, 2022, convening at 9:00 a.m., via teleconference, pursuant to all necessary findings having been made by the Board of Directors of the San Francisco Bay Area Rapid Transit District (for itself as well as all subordinate legislative bodies) to continue remote public meetings in the manner contemplated under urgency legislation Assembly Bill No. 361. President Saltzman presided; April B. A. Quintanilla, Acting District Secretary.

Directors Present: Directors Ames, Dufty, Foley, Li, McPartland, Raburn, Simon, and Saltzman.

Absent: Director Allen.

President Saltzman gave instructions regarding Public Comment.

President Saltzman gave opening remarks and, under Item 2, Report of the Board President, commented that the Board Meeting on June 23, 2022, would be an in-station, morning meeting at the El Cerrito Del Norte Station and the Board meeting on July 28, 2022, would be an evening meeting and will tentatively be an in-person meeting depending on what's happening with the COVID numbers.

Consent Calendar items brought before the Board were:

1. Approval of Minutes of the Meeting of May 12, 2022.
2. Resolution to Continue Virtual Meetings During the Pandemic.
3. BART Police Citizen Review Board Reappointments.
4. Transit Security Advisory Committee Appointment and Reappointments.
5. Award of Agreement No. 6M4788 with ConvergeOne, as the Official National Association of State Procurement Officials (NASPO) Provider, for Data Domain Backup Hardware and Software Upgrade and Platform Support Services.
6. Amendment to Agreement No. 6M4711, with CityHealth Urgent Care, a Medical Corporation, for Extension of Term and Increase in Funding for COVID-19 Testing Services.
7. Authority to Execute Contracts for On-Call Advertising Media Purchases.
8. Fiscal Year 2023 Quality of Life Initiatives: Amendment to Agreements for Elevator Attendants and Homeless Outreach.

Director Dufty made the following motions as a unit. Director Raburn seconded the motions.

1. That the Meeting Minutes of the Meeting of May 12, 2022, be approved.
2. That Resolution No. 5519, In the Matter of Re-Authorizing the District's legislative and subordinate legislative bodies to utilize the provisions enacted by Assembly Bill (AB) 361 to meet remotely with teleconferenced meetings during a re-proclaimed emergency as authorized by law in accordance with Government Code Section 54953(e) and other applicable provisions of the Ralph M. Brown Act for an additional period of thirty (30) days from the adoption of this Resolution, be adopted.
3. That the Board of Directors ratifies the reappointment of the following members for a term of two (2) years, beginning on July 1, 2022, and expiring on June 30, 2024:

Pedro Babiak, District 1  
 William White, District 3  
 Todd Davis, District 5  
 Christina Gomez, District 7  
 George Perezvelez, District 9  
 Erin Armstrong, Public-At-Large

4. That the Board of Directors (a) ratifies the appointment and reappointment of the following nominees for a term of two (2) years, beginning on July 1, 2022, and expiring on June 30, 2024:

Omar Farmer, Public-At-Large Representative  
 Tiffany Lacsado, Public-At-Large Representative  
 Randall Glock, Public-At-Large – Alternate; and

(b) Directs the District Secretary's Office to continuously recruit for the remaining Public-At-Large Representative (1) and Alternate (1) seat vacancies.

5. That the General Manager or his designee be authorized to negotiate and execute a NASPO ValuePoint computer equipment agreement with ConvergeOne in an amount not to exceed \$216,495.85 for the upgrade of Data Domain hardware and software platform support services.
6. That the General Manager be authorized to execute an amendment to Agreement No. 6M4711, with City Health Urgent Care for COVID testing services to extend the term of the Agreement to December 31, 2022, and to increase funding by \$300,000.00 for a total not-to-exceed amount of \$1,500,000.00.
7. That the General Manager be authorized to execute on-call contracts for media buying with vendors to include but not be limited to iHeart Media, Bonneville International, Cumulus, Audacy, Pandora and Zero Co. for Fiscal Year (FY) 23 through FY28 with funds coming from existing project, Marketing and other BART department budgets not to exceed \$1.4 million per fiscal year; and to allow additional media vendors to be added as needed, but within the overall annual cap of \$1.4 million, to provide the District with negotiating flexibility to obtain good value as the media market continues to evolve over the next several years.

8. That the Board authorizes the General Manager to extend existing agreements with the listed agencies for the specified services: (1) Urban Alchemy for elevator attendants at Civic Center/UN Plaza, Powell Street, Montgomery, and Embarcadero BART/San Francisco Municipal Transportation Agency (SFMTA) stations; in FY23 not to exceed \$3,000,000.00; BART will enter into a separate reimbursement agreement with SFMTA for 50% of actual costs for these services; and (2) Contra Costa Health Services (CCHS) for one dedicated Homeless Outreach Team in Contra Costa County; in FY23 not to exceed \$242,000.00 for assistance at end of the line stations and encampment resolutions.

President Saltzman called for Public Comment on the Consent Calendar. No comments were received.

The motions brought by Director Dufty and seconded by Director Raburn carried by unanimous roll call vote. Ayes: 8 – Directors Ames, Dufty, Foley, Li, McPartland, Raburn, Simon, and Saltzman. Noes: 0. Absent: 1 – Director Allen.

President Saltzman called for general Public Comment.

Aleta Dupree and Antoine Taylor addressed the Board.

President Saltzman called for the General Manager's Report. Robert Powers, General Manager, reported on the system, the yards, and the shops and masks as it relates to BART; commented that Alameda County reinstated the indoor mask requirement; reported that System Safety has extended a systemwide, District mask mandate; West Oakland Transit Oriented Development Project received a \$5.4 million dollar grant from the State of California, Toxic Substance Control, and the funds will be used to offset some of the costs for the environmental remediation of the site and allow for the affordable housing and mixed development of the West Oakland community; shared that the Federal Transit Administration (FTA) announced that BART was awarded \$500,000 through a program called Route Planning Restoration Program to help transit agencies offset post COVID-19 system restorations; commented that ridership leveled off recently, but will continue to monitor and encourage ridership; referenced Juneteenth and Pride events taking place in the bay area; mentioned that Director Simon will be honored with an award for her philanthropic work in the community and commitment to social justice at the Annual Juneteenth at the Town Jubilee in Oakland on June 18<sup>th</sup>; mentioned that Directors, BART staff and the BART Mobile will participate in the San Francisco Pride Parade; and lastly BART will have a celebration on Saturday, September 10<sup>th</sup> honoring BART's 50<sup>th</sup> Anniversary at the Lake Merritt Station.

Aleta Dupree and Jon Spangler addressed the Board.

The item was discussed with the following highlights:

Director Dufty responded to comments made by Ms. Dupree that ABC and KGO Channel 7 in San Francisco is for the first-time, the broadcast partner for the San Francisco Pride 2022 with live broadcasting starting on June 26<sup>th</sup>; and queried the Chief of Police regarding retention and recruitment.

Director Raburn queried the General Manager on the systemwide computer failure that delayed opening; staff responded that it was associated with a network failure.

President Saltzman brought the matter of Quarterly Report of the Controller/Treasurer for the Periods Ending December 31, 2021, and March 31, 2022, before the Board. Christopher Gan, Interim Controller/Treasurer, presented the item.

The item was discussed with the following highlight:

Director Ames queried staff on the use of unrestricted funds in future years for economic uncertainty and the \$25 million allocated, clarifying that these are not stimulus funds.

Director Simon, Chairperson of the Administration Committee, brought the matter of Award of Agreement No. 6M4782 with Claremont EAP Powered by Uprise Health, for Comprehensive Employee Assistance Program (EAP) before the Board. Alaric Degrafinried, Assistant General Manager, Administration, presented the item.

The item was discussed, with the following highlights:

Director Raburn commented on the critical need to provide supportive services to our employees, and further commented that the District needs to spend funds to help the community; deferred to staff to comment on the low Minority Business Enterprise/Women Business Enterprise (MBE/WBE) percentages associated with the contract; further commented on seeking enhanced participation on the bids by unbundling the contract to enable local MBEs and WBEs who are able to participate in the \$4.5 million dollars this represents over the next 5 years.

Director Raburn moved that the General Manager be authorized to award Agreement No. 6M4782 to Claremont EAP powered by Uprise Health for comprehensive Employee Assistance Program (EAP) services for BART employees and their families as well as substance abuse services for BART employees only, for a base period of five (5) years, for a total amount not to exceed \$4,500,000.00. Director Dufty seconded the motion.

Discussion continued, with the following highlight:

Vice President Li requested that staff comment on Director Raburn's motion and that the motion be stated in its entirety.

The motion brought by Director Raburn and seconded by Director Dufty carried by unanimous roll call vote. Ayes: 8 – Directors Ames, Dufty, Foley, Li, McPartland, Raburn, Simon, and Saltzman. Noes: 0. Absent: 1 – Director Allen.

Director Simon brought the matter of Resolution Approving Fiscal Year 2023 and Fiscal Year 2024 Two-Year Budget before the Board. Pamela Herhold, Assistant General Manager, Performance and Budget, and Christopher Simi, Director of Budgets presented the item.

The following individuals addressed the Board:

Jon Spangler  
Aleta Dupree  
Joe Kunzler



The item was discussed with the following highlights:

President Saltzman deferred to staff to respond to a question from a member of the public; expressed enthusiasm about the budget, small service improvements and attended restrooms; commented on the 50% ridership discount in September; and expanding the Clipper Start Program.

President Saltzman moved that Resolution No. 5520, In the matter of approving The Annual Budget for the San Francisco Bay Area Rapid Transit District and authorizing Expenditures for the Fiscal Year July 1, 2022, to June 30, 2023, and Fiscal Year July 1, 2023, to June 30, 2024, be adopted. Director Simon seconded the motion.

Discussion continued, with the following highlights:

Director Ames commented that she's pleased to see the two-year budget; queried staff with a few questions related to the capital projects and a corresponding budget presentation.

Director Raburn commented that there have been a number of changes in the way the Board budgets at BART; thinks this budget reflects cutbacks and the need to increase service beyond what's currently being provided; expressed excitement with the Capital Projects report presented.

Director Dufty thanked staff for their presentation; echoed the same sentiments as President Saltzman and Director Raburn; referenced the discounts offered to youth, seniors, disabled persons, as well as the efforts by the Board to offer even deeper discounts in those areas; acknowledged comments made by Aleta Dupree regarding costs; commented that it would be irresponsible to delay again the inflation-based fare increase; and lastly queried the Chief of Police on the fixed posts at Civic Center Station.

Director Foley thanked staff for their presentation, commenting that there's lots of positives in the budget; the fare increase is less than inflation; it also includes filling all BART Police vacancies that are critical from a safety aspect; and allows the Board to look at improved future service; lastly echoed the comments from Ms. Dupree that the Board does need resolution to help guide staff about the priorities of the Board, and lastly, Joe Kunzler who mentioned access to the elevators, accessibility and mobility.

The motion brought by President Saltzman and seconded by Director Simon carried by unanimous roll call vote. Ayes: 8 – Directors Ames, Dufty, Foley, Li, McPartland, Raburn, Saltzman and Simon. Noes: 0. Absent: 1 – Director Allen.

Director Simon brought the matter of Fiscal Year 2022 Third Quarter Financial Report before the Board. Assistant General Manager Herhold, and Budget Director Simi presented the item.

Aleta Dupree addressed the Board.

Director Dufty, Chairperson of the Engineering and Operations Committee, had no report.

Director Foley, Chairperson of the Planning, Public Affairs, Access, and Legislation Committee, brought the matter of State Legislative Update and Legislation for Consideration before the Board. Amanda Cruz, Manager of Government Relations and Legislative Affairs, presented the item.

Director Foley stated that the Board would bifurcate the vote and staff would provide an update and vote for Assembly Bill 1621 and Assembly Bill 2011, before moving onto Senate Bill 1161.

The following individuals addressed the Board:

Aleta Dupree  
Joe Kunzler  
Harriet Richardson  
Adina Levin

The item was discussed with the following highlights:

Staff responded to the comments referenced by Harriet Richardson, Inspector General, regarding the language of Senate Bill (SB) 1488.

Director Raburn commented that he supports Senate Bill 917, citing concerns with retaining fiduciary responsibility as a Board; supports Assembly Bill (AB) 1621 and Assembly Bill 2011; and referenced Assembly Bill 371, taking an oppose position, asking staff to review to determine if it would have onerous insurance requirements for BART.

Director Raburn moved that the Board of Directors supports Assembly Bill 1621 and Assembly Bill 2011. President Saltzman seconded the motion.

Discussion continued, with the following highlights:

Director Ames commented expressed concerns about Assembly Bill 2011 and queried staff if the bill was proposing to remove office and retail centers for housing or addressing the jobs and housing imbalance; and lastly, expressed an opposed position as written.

Director Ames made a motion to place Assembly Bill 2011 on the watch list. Director Ames motion died for lack of a second motion.

President Saltzman commented the Board was bifurcating the vote and Director Ames could vote for Assembly Bill 1621 and oppose or watch Assembly Bill 2011; expressed support for the bills being offered; commented the Board could possibly take a vote on the forthcoming Amendment of Senate Bill 917, at its next meeting at the meeting scheduled at the El Cerrito del Norte Station; lastly asked staff to continue to meet with the Inspector General to work on the amendments to Senate Bill 1488.

Director McPartland queried staff on the amendments proposed to Senate Bill 1488; expressed opposition to the amendments proposed by staff.

Director Foley thanked staff for bringing the Assembly Bill 1621 legislation regarding unserialized guns before the Board.

The motion brought by Director Raburn and seconded by President Saltzman regarding Assembly Bill 1621, carried by unanimous roll call vote. Ayes: 8 – Directors Ames, Dufty, Foley, Li, McPartland, Raburn, Simon, and Saltzman. Noes: 0. Absent: 1 – Directors Allen.

Director McPartland exited the Meeting.

The motion brought by Director Raburn and seconded by President Saltzman regarding Assembly Bill 2011 carried by roll call vote. Ayes: 6 – Directors Dufty, Foley, Li, Raburn, Simon, and Saltzman. Noes: 1 – Director Ames. Absent: 2 – Directors Allen and McPartland.

Vice President Li exited the Meeting to recuse herself from the staff presentation, vote, and discussion regarding Senate Bill 1161.

Government and Community Relations Manager Amanda Cruz presented the item.

Aleta Dupree addressed the Board.

President Saltzman moved that the Board of Directors supports Senate Bill 1161. Director Dufty seconded the motion, which carried by unanimous roll call vote. Ayes: 6 – Directors Ames, Dufty, Foley, Raburn, Simon, and Saltzman. Noes: 0. Absent: 3 – Directors Allen, Li, and McPartland.

Vice President Li re-entered the Meeting.

Director Foley brought the matter of Ashby and North Berkeley BART Station Transit-Oriented Development (TOD) before the Board. Shannon Dodge, Principal Property Development Officer, and Abigail Thorne-Lyman, Director of Real Estate and Property Development, presented the item.

Jesse Arreguin, Mayor of the City of Berkeley, and Aleta Dupree addressed the Board.

The item was discussed with the following highlights:

President Saltzman shared enthusiasm about the project and thanked staff for their work on the project; thanked Mayor Arreguin and Director Simon for their support of the projects; cited that this can be transformative for the City of Berkeley as the City has committed \$53 million to these projects for affordable housing;

President Saltzman moved that the BART Board of Directors (1) Approves the *City – BART Joint Vision and Priorities for TOD for Ashby and North Berkeley BART Stations* attached hereto as Exhibit 1; (2) approves the BART rider parking maximums of 85 spaces at Ashby and 200 spaces at North Berkeley; and (3) that the General Manager or his designee be authorized to execute the *Memorandum of Agreement re North Berkeley and Ashby Transit-Oriented Developments*. (Exhibit 1 is attached and hereby made a part of these Minutes). Director Simon seconded the motion.

Discussion continued, with the following highlight:

Director Ames commented that this project is needed for the City of Berkeley.

The motion by brought by President Saltzman and seconded by Director Simon carried by unanimous roll call vote. Ayes: 7 – Directors Ames, Dufty, Foley, Li, Raburn, Simon, and Saltzman. Noes: 0 . Absent: 2 – Directors Allen and McPartland.

Director Foley brought the matter of Lake Merritt Station Area Projects before the Board. Real Estate and Property Development Director Thorne-Lyman; Tim Chan, Group Manager, Station Area Planning; and Gina Galetti, Deputy Chief of Police, presented the item

Savlan Hauser addressed the Board.

The item was discussed with the following highlights:

Director Raburn thanked Savlan Hauser for support of the project; expressed enthusiasm that the project is at its final stages; commented that part of the process includes finding a permanent location for the BART Police Department; and lastly quired staff on they are not only looking at BART property as a possible location but other locations off site as well.

Director Ames commented that she has had some experience in the past with public safety buildings and that can be complex; location is important; thinks that having a public safety building away from Oakland could prove problematic in the event of an emergency such as a major earthquake; and lastly expressed concern with the project, public outreach efforts, potential costs and further discussion and funding strategy before September.

Director Foley, brought the matter of Celebrating 50 Years of Service before the Board. Alicia Trost, Chief Communications Officer; and Rodd Lee, Assistant General Manager, External Affairs; and Real Estate and Property Development Director Thorne-Lyman presented the item.

The following individuals addressed the Board:

Aleta Dupree  
Joe Kunzler  
Clarence Fisher

The item was discussed with the following highlights:

President Saltzman expressed excitement about the creativity of staff in celebration of BART's 50 years of service and the BART retail store.

Vice President Li thanked staff and expressed excitement about the anniversary celebration; acknowledged that this has been a difficult time for BART employees, especially frontline staff; expressed appreciation of all of the pens, tokens, patches, etcetera aimed at celebrating employees.

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

Director Raburn reported that in April he attended a Public Safety Meeting with Lieutenant McNack of the BART Police Department along with Council Member Gallo, the Unity Council, small local businesses and 50 or so neighbors; the Unity Council in response to concerns regarding public safety has delivered new signs to help improve safety in the surrounding area in and around the Fruitvale Station and Plaza.

Director Dufty shared that a public commenter, commented that another speaker did not yield back time. Director Dufty referenced that the philosophy of BART is that it's the people's time and if someone wants

to speak for their allotted time or not, it's their choice to do so and their time should never be curtailed as its their right to speak publicly and will be respected.

Director Foley reported that he attended an American Public Transportation Association (APTA) Rail Conference in San Diego; acknowledged a few of the presenters from BART, Scott Van Dusen, Roy Aguilera, and Alicia Trost.

President Saltzman announced that the Board would enter into closed session under Items 11-A (Conference with Labor Negotiators) and 11-B (Conference with Real Property Negotiators) of the Regular Meeting agenda, and that the Board would reconvene in open session upon conclusion of the closed session.

The Board Meeting recessed at 12:28 p.m.

---

---

The Board reconvened in closed session at 12:46 p.m.

Directors present: Directors Ames, Dufty, Foley, Li, Raburn, Simon, and Saltzman.

Absent: Directors Allen and McPartland.

The Board Meeting recessed at 2:31 p.m.

---

---

The Board reconvened in open session at 2:32 p.m.

President Saltzman announced that the Board had concluded its closed session under Items 11-A and 11-B and that there were no announcements to be made.

The Meeting adjourned at 2:32 p.m.

April B. A. Quintanilla  
Acting District Secretary

## Joint Vision & Priorities for Transit-Oriented Development for Ashby and North Berkeley BART Stations

### Background

The December 10, 2019 Memorandum of Understanding (MOU) between BART and the City of Berkeley calls for the City and BART, with input from the City's Community Advisory Group (CAG) to establish a "joint vision and priorities" document. The goal of this document is to provide a concise statement of the City and BART's shared, high-level expectations for future development of both the Ashby and North Berkeley BART properties.

Per the MOU, this "joint vision and priorities" document will be incorporated into future Request(s) for Qualifications (RFQs) for development of both the Ashby and North Berkeley Station development, and will help guide the process from developer selection through project construction. This City-BART Joint Vision and Priorities document was one of three key outcomes of the CAG process for both North Berkeley and Ashby BART development (along with updated zoning consistent with AB 2923, and the RFQs for developers).

[This once-in-a-generation opportunity to create vibrant new neighborhoods for Berkeley merits elevated, world-class design for built and landscaped elements, including affordable housing.](#)

### Affordable Housing

#### VISION

New housing at a variety of income levels at both the Ashby and North Berkeley BART Stations will address the City's housing crisis, stem the displacement of residents—especially of the African American community in Berkeley—and support more equitable access to housing for lower-income families and individuals. New housing must also be created quickly to reflect the urgency of the climate and affordability crises, capturing the inherent environmental and equity benefits of walkable, affordable transit-oriented housing in Berkeley's most transit-rich areas. North Berkeley and Ashby will provide a new model for delivering affordable housing in neighborhoods that are rich in infrastructure and strategically located to make regional transit, economic opportunity, and community amenities more broadly and equitably accessible.

#### Shared Priorities

- A. **Housing Priorities.** Maximize the number of new homes, and especially permanently affordable, deed-restricted homes. We anticipate a range of 500-1200 units at each station with a variety of unit sizes including units appropriate for multi-generational families/households.

- B. **Urgency.** Deliver new housing, including affordable units, within 10 years, by 2031, to reflect the urgency of the climate, affordability, and housing crises.
- C. **Affordable Housing Goal.** The City and BART will strive to maximize the number of permanently affordable, deed-restricted housing units within the funding that can be identified.
1. Affordable housing may be developed in multiple phases over a number of years.
  2. The amount of affordable housing which can be provided at each site within the 10-year time frame will depend on many outside factors including the availability of state and federal housing resources.
  3. At a minimum, at least 35% of the new units at each site will be restricted affordable housing. It is anticipated that each site could achieve at least 50% affordable housing, subject to the timely availability of financing.
  4. The City and BART will work together to support selected developers in proactively assembling affordable housing subsidies in order to exceed the 35% minimum.
  5. If both sites are able to provide at least 50% affordable housing in a way that is financially feasible, and if additional funding becomes available, the priority for that additional funding would be to maximize the number of affordable units at Ashby station in recognition of the ongoing threat of displacement to the historic community of South Berkeley.
- D. **Income Targets:** At least 35% of new housing at each site must be affordable to households earning an average of up to 60% of Area Median Income (AMI). Of that, at least 20% (or 7% of total units at each site) must be affordable to Extremely Low-income households, those earning up to 30% of AMI. Additional affordable units should prioritize Very Low Income (up to 50% of AMI) households and Low Income (up to 80%) households but may include some housing restricted with households with incomes up to 120% of AMI, consistent with the more specific direction provided in the City-BART Memorandum of Agreement.
- E. **Sequencing.** Affordable housing should be built prior to, or along with, any market rate housing.
- F. **Displacement Prevention.** Affordable housing should provide a preference for residents of Berkeley who are facing displacement, or who have been displaced from Berkeley in the past due to economic or discriminatory reasons.
- G. **Developer Selection.** In the developer selection process, prioritize a nonprofit master developer or a partnership between a private developer and one or more community-based organizations who have experience showing accountability towards equity goals in the City of Berkeley.
- H. **Developer Accountability.** The selected developers must have a demonstrated commitment and feasible plans to produce affordable housing and be accountable for

making affordability the first priority. Selecting a developer who merely pledges a best effort to provide affordable units would not be sufficient.

- I. **Funding.** BART and the City of Berkeley should proactively seek new, innovative funding solutions to help achieve two truly visionary, equitable, and sustainable projects.
- J. **Clustering and Integration.** Affordable units may be clustered into one or more 100% affordable housing buildings on the BART sites but must be designed in a way that integrates with the larger project and shares [comparable](#) design standards and quality.
- K. **Inclusive Housing Design.** The selected developer will prioritize affordable housing for renters with various needs, including but not limited to families, people with physical or mental disabilities, and formerly homeless people.

#### Priorities for Ashby

- A. **Adeline Corridor Affordable Housing Goal.** Consistent with the Adeline Corridor Specific Plan, the City and BART should strive for a goal of 100% deed-restricted affordable housing, prioritizing extremely low, very-low and low-income affordable housing.
- B. **Residents with Disabilities.** Ashby BART should be developed in a way that prioritizes the inclusion of residents with disabilities, who are likely to benefit from proximity to the Ed Roberts Campus, [specifically as part of the development of the East Parking Lot at Ashby Station.](#)
- C. **South Berkeley Preference.** To address past and current displacement, the development should provide a preference to applicants who either currently live in South Berkeley or have been displaced from the community. This preference must be implemented in a way which is consistent with the City's Fair Housing goals and federal law.

## Public and Civic Space

### VISION

New public and civic space at both Ashby and North Berkeley BART will provide a community anchor, open space amenity, and memorable neighborhood gathering space that is accessible to all. It will be available for programmed community uses and activities, as well as for informal, unprogrammed public use by residents, visitors, and transit riders alike. New public space will [maximize greenery \(to the extent feasible\)](#) and enhance the ability of all community members to walk, roll, and take transit, supporting better station access and healthy, climate-friendly active transportation. North Berkeley will be a nexus of active transportation centered along a major new connection of the Ohlone Greenway.



Ashby will be anchored by a market and oriented along a street built for people and multiple modes of transportation.

Shared Priorities

- A. **Maintenance Costs.** New civic space should be maintained by the developer/lessee to minimize the ongoing cost of operations and maintenance to BART and the City.
- B. **New Public Space.** Pursue new public space design in a way that delivers on the vision while maximizing the number of on-site affordable housing units.
- C. **Station Access.** Design the public realm to support priorities in the Access section of this document.

Priorities for Ashby

- A. **Hub for African American Life.** Reinforce South Berkeley's historic role as a hub for African American culture and life in the Bay Area.
- B. **Flea Market.** Provide a permanent, viable home for the Berkeley Community Flea Market – offering supportive amenities such as public restrooms, limited office/storage space, electrical and water access and weather protection - in a prominent location.
- C. **Stakeholder Input.** Public space will be designed with input from the Flea Market, Lorin Business Association, neighborhood residents, representatives from the disability community, and other neighborhood stakeholders. Facilities for the Flea Market will be designed in collaboration with the vendors and Community Services United.
- D. **Adeline Design.** Reconfigure Adeline Street to transform a four-lane arterial into a safer space for all modes of transportation, creating a more walkable, vibrant place. Flea Market and/or other public activities may occur on some or all of this portion of Adeline Street.
- E. **Green Space.** Expand the availability of green space for the neighborhood.

Priorities for North Berkeley

- A. **Ohlone Greenway Connection.** The development should include a landscaped (as feasible given BART operational needs) protected bikeway that connects the disjointed ends of the Ohlone Greenway to each other and to BART, providing a primary access route and orientation of the development that enables a prioritized pedestrian and bicycle connection from approximately the southeast corner of the site to the northwest corner of the site and across the streets.
- B. **Public Space Use.** Public space should provide opportunities for both active and passive public use, with strong connections to the station entrance, the Ohlone Greenway, or other public spaces and pedestrian facilities.

- C. **Street Design.** The design of surrounding streets should be considered as a strategy to accommodate public space needs, increase the tree canopy, and improve safety for pedestrians and bicycles. Explore the feasibility of reducing the width and number of traffic lanes in adjacent streets to their original (pre-BART) condition, aligning curbs with adjacent blocks in a manner that builds upon and is consistent with the City and BART's recent Complete Streets and roadway improvement projects in the area. Streets may retain their current width where there is some functional use for the extra space, such as bike lanes and cycle tracks that previously did not exist, and there may be bulb-outs at intersections. Perimeter sidewalks should consider generous pedestrian space and tree canopy.

## Land Use

### VISION

Land uses at Ashby and North Berkeley Stations will serve community needs; provide significant amounts of new housing; complement neighborhood businesses, services, and institutions; create a welcoming environment for all; support BART ridership; and improve quality of life for current and future residents. Ground-floor residential and non-residential uses should be pedestrian-oriented and contribute positively to public space and the pedestrian experience.

### Shared Priorities

- A. **Overall Mix of Uses.** At both stations, the predominant use will be transit-oriented housing and transit uses, complemented by fully accessible public, green, and recreation space (including for all ages and abilities) and appropriate non-residential uses. Additional priorities for these uses are found in the Affordable Housing, Public and Civic Space, and Station Access and Parking Management sections of this document.
- B. **Non-residential Spaces.** Curate and program any non-residential spaces to provide interest and character, encourage community gathering, support social interactions, and provide unique neighborhood activities and services. Any non-residential uses should be customized to meet the unique needs of each station and neighborhood.

### Priorities for Ashby

- A. **Role of Non-residential Uses.** Non-residential uses at Ashby should reinforce the area's historic role as a center of neighborhood commerce, cultural expression, social connection, and economic empowerment.
- B. **Non-Residential Active Frontages.** Non-residential uses should have active frontages oriented towards Adeline Street, Ashby Avenue, and the future Flea Market public space. Ground-floor uses should activate public space and complement the Flea Market, while promoting everyday activities when the Flea Market isn't occurring.

- C. **Prioritized Non-residential Uses.** The following types of potential non-residential uses should be prioritized, though not all are anticipated to be present in any one development project<sup>1</sup>:
1. The Berkeley Flea Market, and indoor or outdoor spaces related to the Flea Market
  2. Businesses and organizations that reinforce the neighborhood's historic role as a center of Black culture and identity
  3. Businesses, organizations, or services that are oriented towards, or provide economic opportunity for people in the neighborhood or their descendants who were involuntarily displaced, interned, or historically disenfranchised on the basis of race
  4. New uses that expand and complement the role and mission of the Ed Roberts Campus and empower those living with disabilities
  5. Spaces for cultural activities, performance, display, community activities, or other uses and amenities that support the area's role as an arts and culture district.

Priorities for North Berkeley

- A. **Role of Non-residential Uses.** Non-residential uses such as retail, services, or indoor community spaces are anticipated to have a limited role at North Berkeley.
- B. **Non-residential Active Frontages.** Non-residential uses that do occur should be oriented with active frontages towards the station entry or other interior areas and/or Sacramento Street.
- C. **Respect Neighborhood Needs.** Non-residential uses that do occur should be focused towards meeting neighborhood needs and complementing the existing range of businesses and services already available nearby.
- D. **Potential Non-Residential Uses.** Non-residential uses may include the following<sup>2</sup>:
1. Uses that help reduce the need for driving in North Berkeley, such as commuter-focused amenities, childcare, community services, or satellite locations for existing community businesses or organizations
  2. Small-scale walkable retail or café type uses
  3. Space for activities, gatherings, or events.

---

<sup>1</sup> Specific permitted and prohibited uses for Ashby Station will be identified in the zoning code.

<sup>2</sup> Specific permitted and prohibited uses for North Berkeley Station will be identified in the zoning code.

## Building Form

### VISION

New buildings at Ashby and North Berkeley Stations will be beautiful, creatively designed, well-proportioned, create visual and physical connections with the neighborhood through its architectural design and contribute positively to the physical fabric and long-term quality of life of the neighborhood. They will provide elements that neighborhood residents currently enjoy – such as natural light, air, direct outdoor access, variety, quirkiness, walkability, and sociability – in a denser, transit-oriented format that supports BART ridership. Buildings should exhibit a level of architectural diversity that expresses the social, racial, economic, and design diversity that is desired at both stations. Ground-floor spaces and building frontages should activate public space, while providing a sense of place and character to the stations and the surrounding neighborhood.

### Shared Priorities

- A. **Height Variation.** AB 2923 does not permit the City's zoning controls to restrict building height below seven stories on the station sites. The City and BART will support variations in building height and form at both stations. It is anticipated that some buildings and some portions of buildings will be shorter than the maximum height in keeping with good urban design practice.
- B. **Context.** Building design should consider the scale and character of the surrounding built environment.
- C. **Location and Orientation.** Locate and design new buildings to enhance public spaces while mitigating impacts on existing neighbors through site orientation, setbacks, lines of sight between buildings, landscape and topography.
- D. **Equitable Design Quality.** Design affordable housing units in a way that integrates with the larger project and shares comparable design standards and quality.
- E. **Small Blocks.** Prioritize site designs with smaller blocks and building footprints instead of larger blocks.
- F. **Architectural Variety.** Design buildings to provide visual interest with variation in height, scale, massing, rooflines, materials, and architectural elements.
- G. **Building Scale.** Provide regular breaks in building forms, as well as both horizontal and vertical detail to respond to the existing neighborhood context and character, particularly at the edges of the site. Provide adequate perimeter space for pedestrian volume and tree canopy/vegetation.
- H. **Unit Diversity.** Encourage building forms that allow a diversity of unit sizes, types, and configurations.

- I. **Sunlight.** Seek to configure buildings and include design strategies that allow sunlight to reach public spaces, and design outdoor spaces, outdoor seating and active retail frontages, if provided, to maximize southern, western, and/or eastern exposure.
- J. **Outward-facing Entrances.** For ground-floor housing units, encourage outward-facing entrances with a range of design treatments and access strategies. These could include stoops, front doors, courtyard and forecourt entrances, ramped or at-grade universally accessible entries, outward-facing and visually permeable lobby entrances, and transition spaces from private frontages to public spaces.
- K. **Ground-floor Non-residential Frontages.** For ground-floor non-residential uses, provide frequent windows and doors, visual connection between indoors and outdoors, frontage onto public space, direct access to the pedestrian circulation network, and activation strategies such as outdoor seating, dining, display spaces, public art, and architectural detailing.
- L. **Universal Accessibility.** Preference [for](#) building designs with universally accessible units and elevator redundancy to promote accessibility for seniors and those with disabilities.
- M. **BART Entrances.** Ensure that BART entrances are featured prominently and integrated into the overall site plan.
- N. **Integrated Green Space.** Integrate gardens, courtyards, roof terraces, trees, native landscaping, and other green spaces into building architecture and site design.

#### Priorities for Ashby

- A. **Massing and Height Focus.** Focus density, larger building forms and height towards Adeline Street and Ashby Avenue on the west parking lot parcel, and towards the rear of the Ed Roberts Campus on the east parking lot parcel.
- B. **Active Frontages.** Connect new buildings to Adeline Street and Ashby Avenue with direct pedestrian access, minimal setbacks, and active frontages to complement the existing active uses across the street.
- C. **Site Design.** Ensure that building form, scale, and the overall site plan provide sufficient space for the Flea Market and other civic and community uses.

#### Priorities for North Berkeley

- A. **Massing and Height Focus.** Focus density, larger building forms and height towards the Ohlone Greenway and the center of the site and towards Sacramento Street.
- B. **Massing Breaks and Step-downs.** Provide massing breaks, step-downs in height, and frequent pedestrian building entrances along Delaware Street, Acton Street, and Virginia Street, with building forms and frontages that create a residential character and scale.

- C. **Active Frontages.** Prioritize active frontages, public space programming, and car-free activities along the Ohlone Greenway.

## Station Access

### Vision

Station access investments in and around the stations will enhance community vibrancy, safety, equity, and health while improving the quality of the public space and pedestrian experience, both within and beyond the station areas. Priority access investments are those that encourage people to walk, bike, roll, ride transit, and use shared micro-mobility options, while still providing flexibility for changing technologies and trends. Access investments will be distributed equitably to improve the experience for people of all ages, all abilities, and all income levels getting to and moving through the stations.

### Shared Priorities

- A. **Housing and Community Benefits.** Favor affordable housing and other community benefits over BART rider parking and TOD resident parking in any physical or financial decision-making.
- B. **Non-Automobile Access.** Increase the share of BART riders who access the stations via modes other than driving alone and parking. Prioritize access improvements in the surrounding neighborhoods and within the station areas that offer safe, comfortable, affordable, cost-effective alternatives for all BART customers, particularly those with mobility challenges. Future access planning should consider the rapid evolution for mobility trends and technologies and consider the adaptability of the station access plans to future foreseeable and unforeseeable mobility patterns and their ability to handle ridership growth without running into capacity constraints.
- C. **Equitable Access.** Provide safe and secure station access options for people of all ages, abilities, races and ethnicities, genders, and income levels.
- D. **Parking Options.** Minimize the need for new structured on-site BART customer parking by maximizing the use of available parking capacity along the corridor (such as Center Street parking garage, shared parking with the TOD or with other sites, and on-street parking management around site perimeters).
- E. **Transportation Demand Management.** Any future development must include aggressive and innovative Transportation Demand Management strategies to reduce the vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions by residents, visitors, and employees by 20% by complying with BART's Transportation Demand Management program.
- F. **Parking and Traffic Impacts.** Limit the impacts of parking and driving on residents of the developments and surrounding neighborhoods (such as noise, air quality, GHG, and

collisions) through transportation demand management, multi-modal circulation and access planning, infrastructure improvements, parking management, and other best practices.

- G. **Market Rate Pricing for Parking.** Explore parking pricing that is better aligned with market demand as a possible strategy to promote BART rider and on-street parking availability, with consideration of the impacts of parking pricing on low-income residents and BART riders.
- H. **Prioritize Curb Space.** Buses and shuttles will be located to prioritize people with disabilities, active loading of passengers (over waiting vehicles), services available to the public, and the number of people transferring to BART. Different types of passenger loading zones will be incorporated for quick pick-ups and drop-offs, those that need to wait for their passenger, accessible loading areas, ride apps and taxis.
- I. **Wayfinding and Signage.** Provide clear, accessible, adaptable station access signage and wayfinding to facilitate how people get to/from and through the station area consistent with the Metropolitan Transportation Commission's standards.
- J. Strive to locate BART-related drop-off zones on-site and connections to transit on site or on 4-lane corridors.

#### Priorities for Ashby

- A. **Pedestrian & Bicycle Connections.** Provide high-quality, safe pedestrian and bicycle connections to and through the site, including an off-street protected bicycle facility extending along Adeline Street, at least between Ashby Avenue and the intersection with MLK Way, with the potential to extend further through related Adeline improvement efforts.
- B. **Adeline Design.** Reconfigure Adeline Street to transform a four-lane arterial into a safer space for all modes of transportation, creating a more walkable, vibrant place.

#### Priorities for North Berkeley

- A. **Adjacent Streets.** Consider the role and design of adjacent streets – including Sacramento Street, Delaware Street, Virginia Street, and Acton Street – in multi-modal access planning for the North Berkeley Station.
- B. **Commuter Parking Priority.** Where parking would be provided, maximize parking for commuters over parking for residential and/or potential community, non-profit, or retail uses.

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**  
2150 Webster Street, P.O. Box 12688, Oakland, CA 94604-2688

Board of Directors  
Minutes of the 1,911<sup>th</sup> Meeting  
June 23, 2022

A regular meeting of the Board of Directors was held on June 23, 2022, convening at 9:03 a.m., at the El Cerrito del Norte BART Station, 6400 Cutting Blvd., El Cerrito, CA 94530. The meeting was a tour of the El Cerrito del Norte Station. President Saltzman presided; April B. A. Quintanilla, Acting District Secretary.

Directors Present: Directors Allen, Ames, Foley, McPartland, Raburn, Simon, and Saltzman.

Absent: Director Dufty. Vice President Li entered the Meeting later.

President Saltzman gave opening remarks and, under Item 2, Report of the Board President, commented on being an El Cerrito native, one of several cities that she represents; expressed excitement to have everyone at the station in part due to the modernization project that happened just over a year ago at the El Cerrito del Norte Station and commented on being able to see everyone in person.

Consent Calendar item brought before the Board was:

1. Senate Bill 917 (Becker) – Seamless Transit Transformation Act.

Director McPartland moved that the Board of Directors supports Senate Bill 917. Director Raburn seconded the motion, which carried by unanimous roll call vote. Ayes: 7 – Directors Allen, Ames, Foley, McPartland, Raburn, Simon, and Saltzman. Noes: 0. Absent: 2 – Directors Dufty and Li.

Vice President Li entered the Meeting.

President Saltzman called for the General Manager's Report. Robert Powers, General Manager, thanked the public and staff for attending the meeting at the El Cerrito del Norte Station; commented on the Extreme Heat event and thanked the first responders and BART's frontline staff for their quick response; and the Warriors parade, with BART carrying just over 200,000 riders for that event.

The Tour of the El Cerrito del Norte BART Station was conducted.

The following individuals made presentations at stops within the Tour:

Tim Chan, Group Manager, Station Area Planning; Carl Holmes, Assistant General Manager, Design and Construction; Wahid Amiri, Project Manager; Jennifer Easton, Manager of Special Projects, Strategic and Policy Planning; Robert Franklin, Director of Customer Access; Myat San, Group Manager, Manager Electrical and Mechanical Engineering; Priya Mathur, Director of Funding Strategy; Chris Kelly, Chairperson Contra Costa Transportation Authority; and Shannon Dodge, Principal Property Development Officer; Sean Moss, Planning Manager, The City of El Cerrito; Aissia Ashoori, Affordable Housing Program Manager, The City Manager of El Cerrito; and Mark Trainer, Representative from Holliday Development; Robert del Rosario, Director of Service Development and Planning, Alameda-Contra Costa Transit District (AC Transit);



Val Menotti, Chief Planning and Development Officer; and Monica Meagher, Manager of Special Projects, Sustainability.

The following individuals were recognized and/or addressed the Board throughout the Tour:

- John Gioia, District 1 Supervisor, Contra Costa County Board of Supervisors
- Gabe Quinto, Mayor of The City of El Cerrito
- Janet Abelson, Councilmember, The City of El Cerrito
- Paul Fadelli, Councilmember, The City of El Cerrito
- Audrey Momoh, Representative from Senator Nancy Skinner's Office
- Ilaf Esuf, Representative from Assemblymember Buffy Wicks' Office
- Magdalena Olvera, Representative from Congressman Mark Desaulnier's Office
- Joe Voelker, Representative from Senator Dianne Feinstein's Office
- Mark Green, Former Mayor, The City of Union City
- Chris Kelly, Councilmember, City of Hercules and Chair, Contra Costa Transportation Authority Board
- Robert del Rosario, Director of Service Development and Planning, AC Transit
- Chris Peeples, Director, AC Transit District

The following individuals addressed the Board during Public Comment throughout the Tour:

- Daniel Golinski
- Unknown Individual
- Tim Laidman
- Jerry Grace
- Dave Campbell
- Pamela Wagner

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

Director Dufty, Chairperson of the Engineering and Operations Committee, had no report.

Director Foley, Chairperson of the Planning, Public Affairs, Access, and Legislation Committee, had no report.

The Meeting adjourned at 11:10 a.m.

April B. A. Quintanilla  
Acting District Secretary



## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; border: 1px solid black; padding: 2px;">             DocuSigned by:  <i>Michael Jones</i>  <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b>		
<b>DATE:</b> 7/7/2022      7/20/2022		<b>BOARD INITIATED ITEM:</b> No		
<b>Originator/Prepared by:</b> Diane Iwata <b>Dept:</b> Benefits/Workforce Dev <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">             DocuSigned by:  <i>Diane Iwata</i>  <small>B2B28E38D3F14F1...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/15/2022</div>	<b>General Counsel</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">             DocuSigned by:  <i>Jana Belan</i>  <small>F8FD7B3A73E74E8...</small> </div> <div style="text-align: right;">7/15/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">             DocuSigned by:  <i>Chris Gan</i>  <small>EE11C8CEEEA04FD...</small> </div> <div style="text-align: right;">7/15/2022 [ ]</div>	<b>District Secretary</b> <div style="text-align: right;">[ ]</div>	<b>BARC</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">             DocuSigned by:  <i>Pamela Herhold</i>  <small>3BB24D65B8724F5...</small> </div> <div style="text-align: right;">7/15/2022 [ ]</div>

### Relocation Assistance for District Secretary

#### PURPOSE:

To obtain Board authorization for the General Manager to execute an employee relocation assistance agreement for the District Secretary position, if needed.

#### DISCUSSION:

On March 11, 1993, the Board adopted Resolution 4487, which states that no relocation or moving expenses should be offered to new employees without prior Board approval.

The District is currently conducting a recruitment to fill the position of District Secretary, a Board-appointed position. In the event that the successful candidate is not from the immediate area, the ability to offer relocation assistance will enhance the District's competitive posture to fill this position. The Board's action will allow staff to execute a relocation assistance agreement within the parameters of current District practice as provided in Management Procedure 70. This procedure sets a maximum reimbursement for relocation at \$18,000 and it does not allow for reimbursement for loss on sale of residence.

The Office of the General Counsel will approve any relocation assistance agreement as to form.

#### FISCAL IMPACT:

The relocation assistance agreement cost will come from the FY23 Operating Budget of the District Secretary's Office (Cost Center 0401141, Account 606090) and will not exceed \$18,000.

**ALTERNATIVES:**

Offer the position without relocation assistance which could result in losing the selected candidate.

**RECOMMENDATION:**

Adopt the following motion:

**MOTION:**

The General Manager is authorized to enter into a relocation assistance agreement for the position of District Secretary in accordance with Management Procedure Number 70, New Employee Relocation Expense Reimbursement.



## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <i>Michael Jones</i>  <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b>		
<b>DATE:</b> 6/14/2022      7/20/2022		<b>BOARD INITIATED ITEM:</b> No		
<b>Originator/Prepared by:</b> Melissa Damelio <b>Dept:</b> AFC/Computers/Communications <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Melissa Damelio</i>  <small>DA5F2B766AE946E...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/13/2022</div>	<b>General Counsel</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Jana Belan</i>  <small>F8FD7B3A73E74E8...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/14/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Chris Gan</i>  <small>EE11C8CEEEA04FD...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>District Secretary</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Shane Edwards</i>  <small>8128A2EB2F014F3...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>BARC</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Shane Edwards</i>  <small>8128A2EB2F014F3...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022 [ ]</div>

### CALNET TELECOMMUNICATIONS AND INTERNET SERVICES PURCHASE AUTHORIZATION.

#### PURPOSE:

To request that the Board authorize the General Manager to purchase Internet, telecommunications services and Information Technology products ("Services") from AT&T through the State of California Department of Technology's California Network and Telecommunications (CALNET) Program for an amount not to exceed \$7,720,000.

#### DISCUSSION:

The CALNET Program, established in the California Department of Technology, establishes competitively bid Service Level Agreements (SLA) for use by California government entities, including BART. BART's participation in the CALNET Program is allowed by California Public Contract Code section 10298 if BART completes a Participating Agreement (NESPA) for the program. Approval of funding in the not-to-exceed amount of \$7,720,000, is necessary to purchase Services for the next three (3) years plus an additional two (2) 1-year-options.

Pursuant to the District's Non-Federal Small Business Program, the District conducted an analysis and determined that there are no certified Small Businesses certified by the California Department of General Services available for proposing this Agreement. Therefore, no Small Business Prime Preference was set for this Agreement.

Pursuant to the District's Non-Discrimination Program for Subcontracting, the Availability Percentages for this Agreement are 5.5% for Minority Business Enterprises (MBEs) and 2.8% for Women Business Enterprises (WBEs). AT&T will not be subcontracting any

portion of the work and therefore, the provisions of the District's Non-Discrimination Program for Subcontracting do not apply.

The Office of the General Counsel will approve all agreements to which the District is a party as to form.

**FISCAL IMPACT:**

District expenditures for this contract are estimated as follows:

FY23 \$1,544,000.

FY24 \$1,544,000.

FY25 \$1,544,000.

FY26 \$1,544,000.

FY27 \$1,544,000.

In FY22, the current contract will spend an estimated \$1.1M in telecommunications and internet service. The new contract will increase by a little over \$400K attributed to BART expansion and service growth over the past five years which includes EBART, S-Line & BHQ additions.

Funding for this contract will be provided through the FY23 to FY27 Operating budget for Department # 0802851, Account #682423 at \$1,544,000.00 annually. Funding is currently in place for FY23 expenditures. Funding for the subsequent years FY24-FY27 will be requested in upcoming operating budget cycles. The Office of the Controller/Treasurer certifies that funds are currently available to meet this obligation. This action is not anticipated to have any Fiscal Impact on unprogrammed District reserves.

**ALTERNATIVES:**

The alternative is to decline to authorize funding for the CALNET Program and proceed to use the District's standard authorized procurement procedures to purchase Services. This alternative could impact service continuity due to the time necessary to conduct the procurement.

**RECOMMENDATION:**

Adopt the following motions:

**MOTION:**

The General Manager is authorized to purchase Internet, telecommunications services, and Information Technology products (“Services”) from AT&T through the State of California Department of Technology’s California Network and Telecommunications (CALNET) Program.

The General Manager or his designee is authorized to execute a Services agreement with AT&T for Information Technology products, telecommunications, and internet services for an amount not to exceed \$7,720,000.



## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <i>Michael Jones</i>  <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b> Yes		
<b>DATE:</b> 7/5/2022      7/21/2022		<b>BOARD INITIATED ITEM:</b> No		
<b>Originator/Prepared by:</b> Albert Louie <b>Dept:</b> Strategic Engineering <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Albert Louie</i>  <small>B6E0F66BCB1B462...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022</div>	<b>General Counsel</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Jana Belan</i>  <small>F8FD7B3A73E74E8...</small> </div> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Chris Gan</i>  <small>EE11C8CEEEA04FD...</small> </div> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>District Secretary</b> <div style="text-align: right;">[ ]</div>	<b>BARC</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Shane Edwards</i>  <small>8128A2EB2F014F3...</small> </div> <div style="text-align: right;">7/18/2022 [ ]</div>

### Execute Agreement with Cubic Transportation Systems, Inc. for continuation of EMV

#### PURPOSE:

To obtain Board authorization to negotiate and execute a professional service Agreement with Cubic Transportation Systems, Inc. (CTS), for procurement of services to complete the modification of Ticket Vending (TVM) and Add Fare Machine (AFM) Software to accept Europay Mastercard Visa (EMV) cards and encrypt cardholder data. Additional work is needed to complete the project, including installation of an early CTS software release to confirm AFM functionality. Authority for the Agreement and the remaining work in an amount not to exceed \$656,000 is sought.

#### DISCUSSION:

The initial agreement for CTS services to modify TVM/AFM software, 47CC-100, expired April 23, 2021. BART and CTS had discussed and agreed upon a change order for CTS to provide an early software release and to confirm AFM functionality. Since the initial agreement expired and was not extended prior to the date of the change order, a new agreement needs to be executed.

Staff seeks authority for the General Manager to negotiate and execute a professional services agreement with CTS to complete the project to modify TVM/AFM Software to accept EMV cards and encrypt cardholder data. Approval of a new agreement will

allow Staff to make remaining payments of \$536,017, previously approved by the Board in connection with the previous agreement. Staff also seeks authority to obtain related new software for the project, in an amount not to exceed \$120,000, for a total not to exceed amount of \$656,017.

The Office of the General Counsel will approve the Contract as to form.

Pursuant to the District's Disadvantaged Business Enterprise ("DBE") Program, the Office of Civil Rights is utilizing race and gender-neutral efforts for sole source agreements. Therefore, no DBE goal was set for this agreement.

FTA Circular 4220.IF, Chapter VI, Subparagraph 3.i(1)(b) provides that the recipient may make a sole source award under certain circumstances, including where not utilizing that sole source would result in either "Unacceptable Delay" or "Substantial Duplication Costs." The software modifications to be made by CTS for EMV acceptance falls under both provisions justifying a sole source contract as described below.

The ticket vending machine software was provided by and proprietary to CTS. Development of new software or modification of existing software compatible with vending equipment hardware provided by CTS will require proprietary information from CTS. Discussions about use of such data by another vendor would require a significant amount of time and result in unacceptable delay.

#### **FISCAL IMPACT:**

Funding of \$656,000 for the service agreement with Cubic Transportation Systems, Inc. (CTS) to modify Ticket Vending and Add Fare Machine (TVM/AFM) Software is included in the total Project Budget for FMS # 47CC003 . The previous Agreement has a remaining budget of \$536,017 previously approved by the Board and will be transferred to the new Agreement giving Staff approval to make payments to Cubic to complete the project.



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

<b>Fund Group</b>	<b>Fund Description</b>	<b>Amount</b>
BART	F/G 851W/8526/8529/8531/8532/8534/8535 - Capital Improvement Allocation	\$2,459,297
FTA	F/G 3013/3025/3602/3605/3607/3609 - Federal Transit Administration	\$6,837,192
	<b>TOTAL</b>	<b>\$9,296,489</b>

As of 07/15/2022, \$9,296,489 is the total budget for this project. BART has expended \$7,234,005, committed \$867,633, and reserved \$0 to date. This action will commit \$656,000 leaving an available fund balance of \$538,851 in the fund sources for this project.

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

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

#### **ALTERNATIVES:**

CTS is the single source identified for upgrade of the District's existing TVM/AFM software. The CTS software is proprietary and there are no alternative commercial

sources of supply. If the General Manager is not authorized to negotiate and execute a Contract with CTS as requested, the project will not be completed to configure BART's TVM/AFMs to accept EMV cards, and customers will not be able to use chip cards or mobile devices for payment.

**RECOMMENDATION:**

Adopt the following motion.

**MOTION:**

The Board of Directors authorizes the General Manager to negotiate and execute a new professional services agreement with Cubic Transportation Systems, Inc. to complete the modification of Ticket Vending and Add Fare Machine Software to accept EMV cards and encrypt cardholder data and to obtain and test related new software, in an amount not to exceed \$656,000.



## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <i>Michael Jones</i>  <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b>		
<b>DATE:</b> 6/16/2022      7/20/2022		<b>BOARD INITIATED ITEM:</b> Yes		
<b>Originator/Prepared by:</b> Adam Elsibai <b>Dept:</b> M&E Acquisition Support <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Adam Elsibai</i>  <small>E8465F291889471...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/6/2022</div>	<b>General Counsel</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Jana Belan</i>  <small>F8FD7B3A73E74E8...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/6/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Chris Gan</i>  <small>EE11C8CEEEA04FD...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/8/2022 [ ]</div>	<b>District Secretary</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Shane Edwards</i>  <small>8128A2EB2F014F3...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/11/2022 [ ]</div>	<b>BARC</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Shane Edwards</i>  <small>8128A2EB2F014F3...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/11/2022 [ ]</div>

### Reject All Bids for IFB No. 9111, Skid Mounted Ventilation Units

#### PURPOSE:

For the Board to reject all Bids for Invitation for Bid No. 9111 for the procurement of two (2) skid mounted ventilation units and authorize the General Manager to re-advertise the solicitation.

#### DISCUSSION:

On June 1, 2022, BART's General Manager presented a proposed decision to the Board regarding the protest filed by All Star Fire Equipment, Inc. ("All Star") against Award of IFB No. 9111, Skid Mounted Ventilation Units to Doc Bailey Construction Equipment, Inc. ("Doc Bailey"). Per BART's Protest Procedures the Board had ten (10) days to discuss the proposed decision. The Board did not request a hearing, so the proposed decision is final.

Based on Staff analysis of the protest filed by All Star it is clear the bid of Doc Bailey was non-responsive. Although the bid of All Star, the second apparent low bid, was considered a responsive bid, it is in the District's best interest to reject all bids in order to allow Staff to prepare a more "bidder friendly" procurement with updated specifications. This paves the way to cost savings and meets the District's needs once all bids are rejected for IFB No. 9111.

#### FISCAL IMPACT:

There is no fiscal impact.

#### ALTERNATIVES:

Award to All-Star at its higher price and without making changes to the specifications that Staff recommends.

**RECOMMENDATION:**

On the basis of analysis and evaluation by Staff, it is recommended that the Board adopt the following motion.

**MOTION:**

All Bids for IFB No. 9111 for the procurement of two (2) skid mounted ventilation units are rejected and the General Manager is authorized to re-advertise the solicitation.



## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <i>Michael Jones</i>  <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b>		
<b>DATE:</b> 7/12/2022      7/20/2022		<b>BOARD INITIATED ITEM:</b> No		
<b>Originator/Prepared by:</b> Joseph Basuino <b>Dept:</b> Real Estate & Prop Development <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Joseph Basuino</i>  <small>1C6C2911CC1E414...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022</div>	<b>General Counsel</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Jana Belan</i>  <small>F8FD7B3A73E74E8...</small> </div> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Chris Gan</i>  <small>EE11C8CEEEA04FD...</small> </div> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>District Secretary</b> <div style="text-align: right;">[ ]</div>	<b>BARC</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Carl Holmes</i>  <small>2243E3B49EA349E...</small> </div> <div style="text-align: right;">7/19/2022 [ ]</div>

### Award of Real Property Appraisal Services Agreements (6M4739)

**PURPOSE:** To authorize the General Manager or his designee to execute separate agreements with the following consultants to provide On-Call Real Property Appraisal Services to support District Projects: Associated Right of Way Services, Inc. and Smith & Associates, Inc.

**DISCUSSION:** On February 17, 2022, the District issued Request for Proposals (“RFP”) No. 6M4739, the purpose of which is to select up to three (3) consultants to provide the District with On-Call Real Property Appraisal Services for a five-year period. The services will be required on an as-needed, on-call basis. Execution of these agreements will enable the District to secure needed advice and reports on real property appraisals for District projects including, but not limited to, full and partial real property acquisition appraisals, appraisals of fee and easement interests, appraisals for rent/lease purposes, appraisals for furniture, fixtures and equipment, and appraisals of Loss of Business Goodwill (“LBG”). LBG appraisals are required to analyze if businesses displaced by a BART project results in a loss of value to the business that is not directly attributable to the actual assets of the business. Assignments under these agreements will be defined on a project-by-project basis and will be dependent on annual operating budget appropriations and capital funds received for individual District projects.

The RFP was transmitted to approximately 27 firms, and a pre-submittal meeting was conducted on March 7, 2022 and attended by one firm. The Office of the District Secretary advertised the RFP in ten (10) publications. On April 5, 2022 proposals were received from the following firms: Associated Right of Way Services, Inc. and Smith & Associates, Inc. Proposals were reviewed by a Source Selection Committee (the “Committee”) consisting of

staff from the Office of Civil Rights, Procurement, and Real Estate and Property Development. Proposals were first reviewed to determine if they were responsive to the requirements of the RFP and if the proposers were considered to be responsible prospective consultants. Both of the proposals were found to be responsive and the proposers were considered to be responsible prospective consultants. Subsequently, the proposals were evaluated and scored by the Committee.

As stipulated in the RFP, the District was seeking up to three consultants. Based on the competitive range of scores determined by the Committee, oral interviews were conducted with both of the proposers on April 29, 2022. Based on the evaluation of the submitted proposals and the oral interviews, the Committee, using a best value methodology, unanimously determined that both of the interviewed firms should be recommended for award of on-call agreements. The proposed consultants and their subconsultants are:

1. Associated Right of Way Services, Inc.
  - a. Goodwill Appraiser: Desmond, Marcello and Amster ("DM&A").
  - b. Fixtures and Equipment Appraiser: DM&A.
2. Smith & Associates, Inc.
  - a. Goodwill Appraiser: Donna Desmond Associates and DM&A.
  - b. Fixtures and Equipment Appraiser: DM&A.

Very few firms in California offer LBG and Fixtures and Equipment appraisal services. Therefore, both of the proposed consultants have chosen DM&A and Donna Desmond Associates due to their past work in the San Francisco Bay Area. This agreement was advertised pursuant to the District's Disadvantaged Business Enterprise ("DBE") Program requirements. The Office of Civil Rights reviewed the scope of work for this Agreement and determined that there were limited DBE subconsulting opportunities; therefore, no DBE participation goal was set for this agreement.

Multiple agreements are being recommended to enable the District to competitively secure requisite consultant support on a project-by-project basis using the District's Work Directive process, to ensure that requisite assistance is provided on a timely basis, and to ensure that no conflict of interest exists.

The Office of the General Counsel will approve each agreement as to form.

**FISCAL IMPACT:** Each of the agreements has a not-to-exceed limit of \$300,000. These agreements have a total combined limit not to exceed \$600,000. District obligations will be subject to a series of Work Plans ("WPs"). Each WP will have a defined scope of services,

and a separate schedule and budget. Any WP assigned for funding under a State or Federal grant will include State or Federal requirements. Capital Development and Control will certify the eligibility of identified capital funding sources and the Controller/Treasurer will certify availability of such funding prior to incurring project costs against these agreements, and the execution of each WP. While most WPs are expected to have capital funding sources, some may have operating funds. Each WP will be subject to the availability of funding in the Planning Department budget, or other department budgets as requested, for future years.

**ALTERNATIVES:** The District could reject all proposals and solicit new proposals, or award to less than the recommended two proposers. Re-issuing the RFP could adversely impact the District's capital programs that require real property appraisals.

**RECOMMENDATION:** Adoption of the following motion.

**MOTION:** The General Manager or his designee is authorized to execute the following agreements to provide On-Call Real Property Appraisal Services, for an amount not to exceed \$300,000, per agreement pursuant to notification to be issued by the General Manager and subject to the District's protest procedures:

- a. Associated Right of Way Services, Inc.
- b. Smith & Associates, Inc.



## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; text-align: right;"> <small>DocuSigned by:</small>    <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b>		
<b>DATE:</b> 7/12/2022      7/20/2022		<b>BOARD INITIATED ITEM:</b> Yes		
<b>Originator/Prepared by:</b> Joseph Basuino <b>Dept:</b> Real Estate & Property Development <div style="text-align: right;"> <small>DocuSigned by:</small>    <small>1C6C2911CC1E414...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022</div>	<b>General Counsel</b> <div style="text-align: right;"> <small>DocuSigned by:</small>    <small>F8FD7B3A73E74E8...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="text-align: right;"> <small>DocuSigned by:</small>    <small>EE11C8CEEEA04FD...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>District Secretary</b> <div style="text-align: right;">[ ]</div>	<b>BARC</b> <div style="text-align: right;"> <small>DocuSigned by:</small>    <small>2243E3B49EA349E...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/19/2022 [ ]</div>

### Award of Real Property Comprehensive Acquisition, Relocation and Title Services Agreements (6M4778)

**PURPOSE:** To authorize the General Manager or his designee to execute separate agreements with the following consultants to provide Real Property Comprehensive Acquisition, Relocation and Title Services to support District Projects: Associated Right of Way Services, Inc., Monument ROW, Inc. and Overland, Pacific and Cutler, LLC.

**DISCUSSION:** On February 15, 2022, the District issued Request for Proposals (“RFP”) No. 6M4778, the purpose of which is to select up to three (3) consultants to provide the District with On-Call Real Property Acquisition, Relocation and Title Services for a five (5) year period. The services will be requested on an as-needed, on-call basis. Execution of these agreements will enable the District to secure needed advice and right-of-way related services for District projects. Typically BART will utilize these services when a proposed project requires the purchase of land and/or improvements as well as the displacement of individuals or businesses due to the proposed project. Assignments under these agreements will be defined on a project-by-project basis and will be dependent on annual operating budget appropriations and capital funds received for individual District projects.

The RFP was advertised online and in newspapers. An advance notice was transmitted to approximately 19 firms. Seventeen (17) firms then accessed the solicitation through our vendor portal and six (6) attended the pre-proposal meeting that was conducted on March 4, 2022. On April 5, 2022, proposals were received from the following firms: Associated Right of Way Services, Inc., Paragon Partners, Monument ROW, Inc. and Overland, Pacific and Cutler, LLC. Proposals were reviewed by a Source Selection Committee (the “Committee”) consisting of staff from the Office of Civil Rights, Procurement, and Real Estate and Property Development. Proposals were first reviewed to determine responsiveness to the



requirements of the RFP and responsible prospective consultants. All the proposals were found to be responsive, and the proposers were considered to be responsible prospective consultants. Subsequently, the proposals were evaluated and scored by the Committee.

As stipulated in the RFP, the District was seeking up to three consultants. Based on the competitive range of scores determined by the Committee, oral interviews were conducted with all of the proposers on May 9, 2022. Based on the evaluation of the submitted proposals and the oral interviews, the Committee, using a best value methodology, unanimously determined that the following interviewed firms should be recommended for the award of on-call agreements. The proposed consultants are:

1. Associated Right of Way Services, Inc.
2. Monument ROW, Inc.
3. Overland, Pacific and Cutler, LLC

This agreement was advertised pursuant to the District's Disadvantaged Business Enterprise ("DBE") Program requirements. The Office of Civil Rights reviewed the scope of work for this agreement and determined that there were limited DBE subconsulting opportunities; therefore, no DBE participation goal was set for this agreement.

Multiple agreements are being recommended to enable the District to competitively secure requisite consultant support on a project-by-project basis using the District's Work Directive process, to ensure that requisite assistance is provided on a timely basis, and to ensure that no conflict of interest exists.

The Office of the General Counsel will approve each agreement as to form.

**FISCAL IMPACT:** Each of the agreements has a not-to-exceed limit of \$200,000. These agreements have a total combined limit not to exceed \$600,000. District obligations will be subject to a series of Work Plans ("WPs"). Each WP will have a defined scope of services, and a separate schedule and budget. Any WP assigned for funding under a State or Federal grant will include State or Federal requirements. Capital Development and Control will certify the eligibility of identified capital funding sources and the Controller/Treasurer will certify availability of such funding prior to incurring project costs against these agreements, and the execution of each WP. While most WPs are expected to have capital funding sources, some may have operating funds. Each WP will be subject to the availability of funding in the Planning Department budget, or other department budgets as requested, for future years.

**ALTERNATIVES:** The District could reject all proposals and solicit new proposals, or award to less than the recommended three proposers. Re-issuing the RFP could adversely impact the District's capital programs that require real property.

**RECOMMENDATION:** Adoption of the following motion.

**MOTION:** The General Manager or his designee is authorized to execute the following agreements to provide Real Property Comprehensive Acquisition, Relocation and Title Services, for an amount not to exceed \$200,000, per agreement pursuant to notification to be issued by the General Manager and subject to the District's protest procedures:

- a. Associated Right of Way Services, Inc.
- b. Monument ROW, Inc.
- c. Overland, Pacific and Cutler, LLC



## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; text-align: right;"> <small>DocuSigned by:</small>    <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b>		
<b>DATE:</b> 7/10/2022      7/20/2022		<b>BOARD INITIATED ITEM:</b> Yes		
<b>Originator/Prepared by:</b> Joseph Basuino <b>Dept:</b> Real Estate & <del>Prop</del> Development <div style="text-align: right;"> <small>DocuSigned by:</small>    <small>1C6C2911CC1E414...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022</div>	<b>General Counsel</b> <div style="text-align: right;"> <small>DocuSigned by:</small>    <small>F8FD7B3A73E74E8...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="text-align: right;"> <small>DocuSigned by:</small>    <small>EE11C8CEEEA04FD...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>District Secretary</b> <div style="text-align: right;">[ ]</div>	<b>BARC</b> <div style="text-align: right;"> <small>DocuSigned by:</small>    <small>2243E3B49EA349E...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/19/2022 [ ]</div>

### Quitclaim of Subsurface Easement at Groom Street in Hayward

**PURPOSE:** To obtain Board authorization to quitclaim an underground water and electrical utility easement on land located in the city of Hayward formerly owned by BART.

**DISCUSSION:** As part of the construction of the BART core system, BART purchased sixteen residential properties along Groom Street in the city of Hayward between Pinedale Court and Sycamore Avenue in the late 1960s. After the project was built, left over remnant portions of BART parcels O-A837, O-A838 and O-A839 (collectively the “Remnant Parcel”) were left vacant and were not needed for the BART system. The Remnant Parcel is located west of Groom Street and is approximately 3000 feet (0.40 miles) south of the Hayward BART Station (A60).

The Remnant Parcel is irregularly shaped measuring approximately 171 feet at its longest length with a width that varies from 11 feet to 36 feet. It contains approximately 6,798 sf (0.1561 ac) of total area.

The Remnant Parcel had become difficult to maintain and keep clear of nuisances. BART offered the Remnant Parcel to several agencies who declined to purchase it due to its irregular shape and unsuitability for development. Per Board Resolution No. 4661 passed on June 12, 1997, the Remnant Parcel was sold to the adjacent land owners, Brian and Janet Whitaker, for the sum of \$7,500.00, on June 25, 1997. As part of the sale, BART reserved an easement over the Remnant Parcel for underground water and electrical utility purposes. The underground utility easement measures 10 feet in width by approximately 50.3 feet in length with an approximate area of 503 square feet. The Remnant Parcel, also known as BART Parcel O-O837X, is depicted on the attached Exhibit “A,” with the underground utility easement highlighted in yellow.

The Whitakers wish to purchase the underground utility easement rights reserved by BART to build an addition to their home. BART's Real Estate Department performed a records search and was unable to locate any records indicating why an underground utility easement was needed by BART. Also, no records were found to indicate that underground water and electrical lines were installed. BART required the Whitakers to hire a utility locating company, SiteScan, to locate any underground utilities. SiteScan determined that no underground utilities exist in the easement area. BART staff concluded that there is no existing reason for BART to retain the easement.

Recent sales of vacant residential land indicate a price range from around \$4.50 per square foot to \$8.50 per square foot of fee value for lots similar to the Remnant Parcel. Based on land values, the shape of the Remnant Parcel and relatively low diminution of value to the excess parcel due to the easement, BART staff has determined that the quitclaim, or extinguishment of this easement, has a nominal value which, per the Caltrans Right of Way Manual, is considered to be \$2,500.00.

**FISCAL IMPACT:** BART will receive \$2,500 for extinguishing this easement. BART will incur no costs in selling the property other than staff time. Since the property was purchased using BART General Obligation Funds, the proceeds will be deposited into the General Fund.

**ALTERNATIVE:** Do not approve the sale of the easement.

**RECOMMENDATION:** Adopt the following Motion:

**MOTION:** The Board of Directors authorizes the General Manager or his designee to enter into a Purchase and Sale Agreement for \$2,500 with the Whitaker's and to execute a quitclaim deed for the purpose of extinguishing the underground water and electrical utility easement on BART Parcel O-837X.







## SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

---

### MEMORANDUM

**TO:** Board of Directors **DATE:** July 22, 2022  
**FROM:** General Manager  
**SUBJECT:** Resolution Reinstating Facial Masking Requirements

At the July 28, 2022 Board meeting, Director Dufty requested that a Resolution reinstating, within the BART Customer Code of Conduct, facial masking requirements within paid areas of the transit system be considered on Board Matters.

Please contact Deputy General Manager Michael Jones at (510) 464-6126 if you have any questions.

DocuSigned by:

*Michael Jones*

47000790F2D7463...

---

Robert M. Powers

cc: Board Appointed Officers  
Executive Staff

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

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

In the Matter of  
Reinstituting within the BART  
Customer Code of Conduct  
facial masking requirements  
within the paid areas of the  
transit system.

WHEREAS, new variants of life-threatening airborne diseases, such as COVID-19, may arise very quickly; and

WHEREAS, transit systems may cause the rapid spread of such variants in the absence of adequate preventative measures; and

WHEREAS, the ability to rapidly respond to such threats requires that sound public policies be set in place to address such threats of disease with all deliberate speed; and

WHEREAS, the Board of Directors believes that the best science should be applied to the decision to deploy appropriate safety measures in order to promote the safety of riders throughout the BART system; and

WHEREAS, the Board of Directors understands that there are times when new and evolving circumstances may pose uncertainties that nevertheless require the exercise of sound judgment to avert worsening the risk of spreading a serious contagion; and

WHEREAS, the Board of Directors desires to timely act in the best interests of the riding public to ensure public confidence in the safety of its mass transit service.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board of Directors of the San Francisco Bay Area Rapid Transit District sets in place a mandate that every natural person within the paid areas (areas within the fare gates of the train stations) of the BART system wear a face mask over their nose and mouth (facial mask) until and inclusive of October 1, 2022 unless further extended by Board resolution.
2. The Board of Directors will agendize an action item at the September 8, 2022 Board meeting to determine if the mandate should be extended.
3. Children ages 2 and under, as well as people who suffer medical conditions that prevent them from wearing facial masks, are exempt.

4. The Customer Code of Conduct shall be amended to reflect this requirement.
5. Failure to abide by this Code of Conduct requirement will result in the immediate removal of the rider from the paid areas of the BART system.

PASSED AND ADOPTED by the Board of Directors of the San Francisco Bay Area Rapid Transit District, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

AYES:

NOES:

ABSENT:

---

PRESIDENT

ATTEST:

---

DISTRICT SECRETARY





## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; border: 1px solid black; padding: 2px;">             DocuSigned by:  <i>Michael Jones</i>  <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b>		
<b>DATE:</b> 7/12/2022      7/22/2022		<b>BOARD INITIATED ITEM:</b> No		
<b>Originator/Prepared by:</b> David Coleman <b>Dept:</b> Labor Relations <b>Signature/Date:</b> <div style="float: right; border: 1px solid black; padding: 2px;">             DocuSigned by:  <i>David Coleman</i>  <small>B3218E68AE9B41E...</small> </div> <div style="clear: both;"></div> <div style="text-align: right;">7/20/2022</div>	<b>General Counsel</b> <div style="float: right; border: 1px solid black; padding: 2px;">             DocuSigned by:  <i>Jana Belan</i>  <small>F8FD7B3A73E74E8...</small> </div> <div style="clear: both;"></div> <div style="text-align: right;">7/21/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="float: right; border: 1px solid black; padding: 2px;">             DocuSigned by:  <i>Chris Gan</i>  <small>EE11C8CEEEA04FD...</small> </div> <div style="clear: both;"></div> <div style="text-align: right;">7/21/2022 [ ]</div>	<b>District Secretary</b> <div style="text-align: right;">[ ]</div>	<b>BARC</b> <div style="float: right; border: 1px solid black; padding: 2px;">             DocuSigned by:  <i>Pamela Herhold</i>  <small>3BB24D65B8724F5...</small> </div> <div style="clear: both;"></div> <div style="text-align: right;">7/21/2022 [ ]</div>

### Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements and Create Successor Agreements with AFSCME Local 3993, ATU Local 1555, SEIU Local 1021, BART Police Managers' Association, and BART Police Officers' Association

#### PURPOSE:

To obtain approval of the attached resolutions ratifying extensions of five Collective Bargaining Agreements (CBAs) between the San Francisco Bay Area Rapid Transit District, and the American Federation of State, County and Municipal Employees, Local 3993 (AFSCME), the Amalgamated Transit Union, Local 1555 (ATU), the Service Employees International Union, Local 1021 (SEIU), the BART Police Managers' Association (BPMA), and the BART Police Officers' Association (BPOA).

#### DISCUSSION:

In December 2020, the Board ratified successor CBAs for AFSCME, ATU, and SEIU spanning July 1, 2021, through June 30, 2024. In March of 2021, the Board did the same for BPMA and BPOA, ratifying an extension of those contracts through June 30, 2025. These contracts tied wages in the agreed-upon term to ridership increases compared to pre-COVID levels.

These CBAs were entered into based on the information at the time and could not have accounted for the subsequent variant waves, including Delta and Omicron, and the sustained, region-wide continuation of remote work. These factors tempered BART's ridership recovery to a level far below what was expected when the agreements were ratified in 2020. Additionally, in recent months inflation has increased at an extraordinary rate not

Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements and Create Successor Agreements with AFSCME Local 3993, ATU Local 1555, SEIU Local 1021, BART Police Managers' Association, and BART Police Officers' Association

seen for over 40 years.

This left the District with the very likely outcome of no wage increases during the entirety of the current CBAs and at the same time facing hiring and retention struggles due to low unemployment rates and a very competitive job market. Additionally, other employers in the District's sector and in the local economy have agreed to wage increases in their recent CBAs averaging over 10% or greater during their terms, which further increased the District's challenges in recruiting and retaining staff.

Within this context, the District's labor partners approached the District about addressing wages in the current CBAs. With a desire to remain competitive in the labor market and keep the District's highly trained and skilled staff who have worked tirelessly throughout the pandemic despite the associated risks, the District engaged in negotiations over multiple District priorities in exchange for wage increases to keep the District competitive.

The tentative agreements will extend each CBA by one fiscal year, ensuring cost and operational certainty through FY25 that would be absent at the expiration of our current contracts. Starting in FY23 through the end of the respective contracts, the tentative agreements include wage increases on July 1st of the succeeding Fiscal Years. For AFSCME, ATU and SEIU the wage increases are 3.5% in FY23, 3% in FY24, and 4% in FY25. For BPMA and BPOA, the wage increases are 2% in FY23, 2% in FY24, 3% in FY25, and 3.5% in FY26. A more detailed summary of potential increases is included in the attached tentative agreements.

The District would also extend percentage increases identical to AFSCME, ATU, and SEIU, to non-represented employees. Under his existing authority, the General Manager may extend the same cost of living wage adjustments to all non-represented employees other than the Board Appointed Officers and intends to do so. Increases for the Board Appointed Officers require Board action.

In exchange for these wage increases, the District negotiated several key changes that will improve operational efficiencies and control long-term costs. The operational benefits from the ratification of these tentative agreements include: 1) a cap on the use of compensatory time off which will provide operational stability and reduce backfill overtime; 2) the elimination of scheduling requirements within the Police Department which will provide better coverage; 3) flexibility in staffing for special events and extra service which provides better service coverage and fewer missed runs during events; and 4) updated bidding systems and schedules for efficient use of employee time and greater coordination between transit agencies.

Future cost control measures include: 1) job description changes to enhance the utilization of the current workforce; 2) capping vacation accruals on new employees to lower future unfunded liabilities; 3) eliminating potential liabilities on current contracting matters; 4)

Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements and Create Successor Agreements with AFSCME Local 3993, ATU Local 1555, SEIU Local 1021, BART Police Managers' Association, and BART Police Officers' Association

limiting any potential ridership-based increase to FY23 and FY24. A more detailed version of these operational efficiencies and future cost controls can be found in the attached tentative agreements.

BPMA ratified the Agreement on June 21, 2022

BPOA ratified the Agreement on June 28, 2022

AFSCME ratified the Agreement on July 15, 2022

ATU ratified the Agreement on July 17, 2022

SEIU ratified the Agreement on July 19, 2022

### **FISCAL IMPACT:**

The costs in FY23, FY24, FY25, and FY26 depend on ridership and staffing levels. Based on the current forecast for ridership recovery during FY23 and FY24 we expect no ridership-based increase in wages. Therefore, under the extension agreement, we expect labor expenses would increase the budgeted operating expenses by \$14M in FY23, \$29M in FY24, \$40M in FY25, and \$42M in FY26.

	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
<b>Proposed Wage Increase</b>				
ATU, SEIU, AFSCME, NREP	3.5%	3%	4%	
BPOA/BPMA	2%	2%	3%	3.5%
<b>FY23-FY24 Adopted Budget*</b>				
ATU, SEIU, AFSCME, NREP	0%	0%	2%	2%
BPOA/BPMA	0%	0%	2%	2%

\* The 10-year forecast presumes 2% raises in FY25 and FY26 so the fiscal impacts of the potential increases in those years are the difference between the proposed increases and the built-in assumptions

### **ALTERNATIVES:**

Reject any or all of the tentative agreements. If the Board does not approve the extension, the parties will remain status quo and enter contract bargaining around January 2024 with AFSCME, ATU, and SEIU, and January 2025 with BPMA and BPOA.

Resolutions Ratifying the Agreements to Extend the Collective Bargaining Agreements and Create Successor Agreements with AFSCME Local 3993, ATU Local 1555, SEIU Local 1021, BART Police Managers' Association, and BART Police Officers' Association

**RECOMMENDATION:**

Adoption of the following motions:

**MOTION:**

The Board approves the attached resolutions ratifying the extension and creation of successor Collective Bargaining Agreements between the San Francisco Bay Area Rapid Transit District and (1) the Amalgamated Transit Union Local 1555 (ATU), July 1, 2021 – June 30, 2025; (2) the Service Employees International Union, Local 1021 (SEIU), July 1, 2021 – June 30, 2025; (3) the American Federation of State, County, and Municipal Employees (AFSCME), Local 3993, July 1, 2021 – June 30, 2025; (4) the BART Police Managers Association (BPMA), July 1, 2018 – June 30, 2026; and (5) the BART Police Officers Association (BPOA), July 1, 2018 – June 30, 2026.

**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 2021-2025 between the District and the American Federation of State, County and Municipal Employees, Local 3993 (AFSCME)

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 2021-2025 between the District and the American Federation of State, County and Municipal Employees, Local 3993 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 the American Federation of State, Municipal and County Employees, Local 3993 ("AFSCME") 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 AFSCME membership and the BART Board of Directors.

## EXTENSION AGREEMENT

June 14, 2022

The San Francisco Bay Area Rapid Transit District ("District") and the American Federation of State, Municipal, and County Employees, Local 3993 ("AFSCME") have agreed to extend the 2021-2024 Labor Agreement through June 30, 2025. 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 AFSCME and the BART Board of Directors.

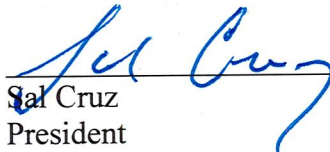
Date: 6/14/22

FOR THE DISTRICT

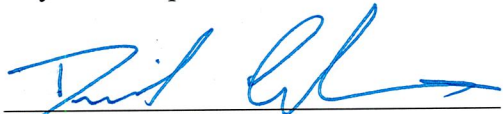
FOR THE UNION



Robert Powers  
General Manager  
Bay Area Rapid Transit District



Sal Cruz  
President  
AFSCME, Local 3993



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**Section 3.1 – Salary For Fiscal Years 2021-2025**Between BART and AFSCME***TENTATIVE AGREEMENT**

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART")  
 AMERICAN FEDERATION OF STATE, COUNTY AND  
 MUNICIPAL EMPLOYEES, LOCAL 3993 ("AFSCME")  
 SECTION 3.1 – SALARY FOR FISCAL YEARS 2021-2024**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and the American Federation of State, County and Municipal Employees, Local 3993 ("AFSCME") 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 AFSCME membership and the BART Board of Directors.

The parties agree that following ratification of the AFSCME/BART extension agreement, Section 3.1 shall be modified as follows:

**3.1 SALARY FOR FISCAL YEARS 2021-2024~~5~~**

Salaries shall be within the pay bands specified in Section 1.5. Pay bands shall be adjusted by the amount of all contractual general wage increases as set forth herein.

**A. Fiscal Year 2022 ("FY22")**

Effective July 1, 2021, and continuing until June 30, 2022, the base salary for bargaining unit members shall remain the same as the base rate of pay following the January 1, 2021 pay progression. In other words, the 2021-2022 base rate of pay shall not be increased over the rate of pay effective on January 1, 2021, and the provisions of section 3.2. A. Pay Progression Program shall be suspended during FY22.

**B. Fiscal Year 2023 ("FY23")**

The provisions of section 3.2. ~~A. Pay Progression Program~~ shall be suspended during FY23.

Effective July 1, 2022, **the base salary/wage schedule for bargaining unit members shall be increased by three and one-half percent (3.5%).**

**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, 2022 and January 1, 2023 based on the preceding three (3) months. The calculation of

*Tentative Agreement*

*Section 3.1 – Salary For Fiscal Years 2021-2025*

*Between BART and AFSCME*

the potential for an increase on July 1, 2022 shall be based on the average weekday ridership for April 2022 through June 2022 (FY22 Q4), and the calculation for the potential for an increase on January 1, 2023 shall be based on the average weekday ridership for October 2022 through December 2022 (FY23 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 FY23 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 FY22 Q4 and FY23 Q2.

Wage increases **based on average weekday ridership** for FY23 shall be based on the table below:

% of Pre-COVID Ridership (410,000)	Average Weekday Ridership	FY23 Wage Increase
60%	246,000	0.40%
65%	266,500	0.50%
70%	287,000	0.75%
75%	307,500	1.00%
80%	328,000	1.20%
85%	348,500	1.40%
90%	369,000	1.60%
95%	389,500	1.80%
100%	410,000	2.00%

C. Fiscal Year 2024 (“FY24”)

The provisions of section 3.2- ~~A. Pay Progression Program~~ shall be suspended during FY24.

Effective July 1, 2023, **the base salary/wage schedule for bargaining unit members shall be increased by three percent (3.0%).**

**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



*Tentative Agreement**Section 3.1 – Salary For Fiscal Years 2021-2025**Between BART and AFSCME*

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	0.75%
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%

**D. Fiscal Year 2025 (“FY25”)**

**The provisions of section 3.2 Pay Progression shall be suspended during FY25.**

**Effective July 1, 2024, the base salary/wage schedule for bargaining unit members shall be increased by four percent (4.0%).**

Date: 6/14/22

FOR THE DISTRICT

FOR THE UNION



Robert Powers  
General Manager  
Bay Area Rapid Transit District



Sal Cruz  
President  
AFSCME, Local 3993



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

*Tentative Agreement*  
*Section 3.1 – Salary For Fiscal Years 2021-2025*  
*Between BART and AFSCME*

APPROVED AS TO FORM



Jeana Zelan  
Office of the General Counsel

## TENTATIVE AGREEMENT

### SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3993 ("AFSCME") SECTION 4.2 – COMPENSATORY TIME

June 14, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and the American Federation of State, County and Municipal Employees, Local 3993 ("AFSCME") 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 AFSCME membership and the BART Board of Directors.

The parties agree that following ratification of the AFSCME/BART extension agreement, Section 4.2 shall be modified as follows:

#### 4.2 COMPENSATORY TIME

Employees will be compensated by compensatory time on a straight time basis for work specifically assigned either on a non workday or beyond the scheduled hours on a normal workday. The accrual of compensatory time will be limited to eighty (80) hours and employees will be paid at the straight time rate for any excess. An employee at his/her option in any given pay period may elect to receive straight time monetary compensation or compensatory time for overtime hours whenever the compensatory time accrued is less than eighty (80) hours.

**Classifications listed in Section 4.1(B)(2) will earn compensatory time at the applicable rate of overtime.**

**Employees may use a maximum of 180 hours of Compensatory time per fiscal year. The employee may use more than 180 hours in a fiscal year only to exhaust their leave balances prior to taking unpaid leave per MOU 18-01 – Parenting Leave.**

Employees shall use the accrued compensatory time prior to using accrued vacation time **until the cap of 180 hours is met.**

Foreworker IIIs (System Service Supervisors) are not eligible for compensatory time.

Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION



Sal Cruz  
President  
AFSCME, Local 3993



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")  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, LOCAL 3993 ("AFSCME")  
SECTION 15.4 – DURATION OF AGREEMENT**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and the American Federation of State, County and Municipal Employees, Local 3993 ("AFSCME") 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 AFSCME membership and the BART Board of Directors.

The parties agree that following ratification of the AFSCME/BART extension agreement, Section 15.4 shall be modified as follows:

**15.4 DURATION OF AGREEMENT**

This Agreement shall become effective as of July 1, 2021 and shall remain in full force and effect up to and including June 30, 2024~~5~~.

Commencing in 2020, the District implemented a 7-point plan intended to address budgetary concerns facing the District. As that plan progresses during the term of this agreement, the District may determine that a reduction in force is necessary, in accordance with the relevant sections of the unit-specific Labor Agreement. If a reduction in force is anticipated, the Parties may, with mutual agreement, open the contract and commence negotiations to identify potential cost savings to reduce or avoid the need for such reduction in force.

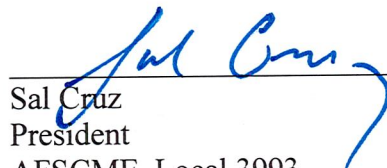
Date: 6/14/22

FOR THE DISTRICT

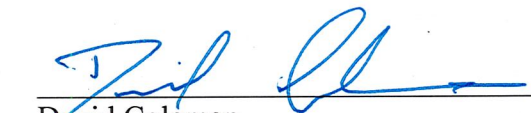


Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION



Sal Cruz  
President  
AFSCME, Local 3993

  
\_\_\_\_\_  
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

June 14, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and the American, Federation of State, County and Municipal Employees, Local 3993 ("AFSCME") 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 AFSCME membership and the BART Board of Directors.

Expressly contingent upon agreement between the Parties regarding the terms and conditions of an extension of the CBA, the parties agree to execute the following Side Letter:

### SIDE LETTER OF AGREEMENT AFSCME/SL 22-01

#### Re: Development of a New Classification that Supports the Operations Supervisor Liaison Classification

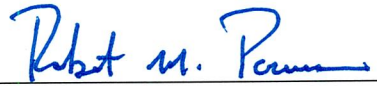
Upon ratification by the parties, this shall constitute a Side Letter of Agreement between San Francisco Bay Area Rapid Transit District ("District") and the American Federation of State, County and Municipal Employees, Local 3993 ("AFSCME") (hereinafter jointly referred to as "Parties") regarding creating a new classification that supports the Operations Supervisor Liaison Classification.


The Parties agree that within sixty (60) days of the ratification of the 2022 contract extension the District and the Union will begin to meet and confer in good faith over the creation of a new classification that will support the Operations Supervisor Liaison classification. It is the intent to have an agreement by January 1, 2023, on the new classification, job description, salary range, and/or other terms and conditions of employment upon the outcome of the meet and confer. The Parties agree that the new classification will be placed within the AFSCME bargaining unit.

Date: 6/14/22

FOR THE DISTRICT

FOR THE UNION

  
Robert Powers  
General Manager  
Bay Area Rapid Transit District

  
Sal Cruz  
President  
AFSCME, Local 3993



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

APPROVED AS TO FORM



Jeana Zelan  
Office of the General Counsel



**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 2021-2025 between the District and the Amalgamated Transit Union, Local 1555 (ATU)

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 2021-2025 between the District and the Amalgamated Transit Union, Local 1555 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 Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

## EXTENSION AGREEMENT

June 14, 2022

The San Francisco Bay Area Rapid Transit District ("District") and Amalgamated Transit Union, Local 1555 ("ATU") have agreed to extend the 2021-2024 Labor Agreement through June 30, 2025. 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 ATU and the BART Board of Directors.

Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION

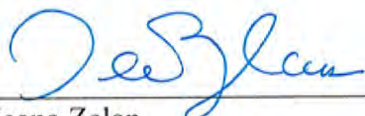


Jesse Hunt  
President  
ATU, Local 1555



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") AMAGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION 1.2 - TERM OF AGREEMENT**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Amalgamated Transit Union ("ATU") 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 ATU membership and the BART Board of Directors.

The parties agree that following ratification of the ATU/BART extension agreement, Section 1.2 shall be modified as follows:

#### **1.2 TERM OF AGREEMENT**

The term of this Agreement shall be from and including the first day of July 2021 up to and including the 30th day of June 2024~~5~~ or one hundred (100) days following receipt of notice of a desire to modify or terminate this Agreement, whichever occurs later. Each party shall comply with the provisions of California Government Code Section 3611. In the event either party serves notice upon the other party of a desire to modify or terminate the Agreement, the parties shall meet and make all reasonable efforts to reach agreement on the subject matters of such proposed modifications.

The parties shall respond to any requests for information reasonably necessary for intelligent negotiations and the standards and guidelines in accordance with California Government Code Section 3611. Each party shall supply to the other party such reasonable data as are requested by the other party.

To the fullest extent possible the parties shall endeavor to complete their negotiations at least seven (7) days prior to the date any lawful economic action may be taken in connection with any dispute concerning any proposed changes in any Collective Bargaining Agreement.

Commencing in 2020, the District implemented a 7-point plan intended to address budgetary concerns facing the District. As that plan progresses during the term of this agreement, the District may determine that a reduction in force is necessary, in accordance with the relevant section of the unit-specific Labor Agreement. If a reduction in force is anticipated, the Parties may, with mutual agreement, open the contract and commence negotiations to identify potential cost savings to reduce or avoid the need for such reduction in force.



*Tentative Agreement  
Section 1.2 – Term of Agreement  
Between BART and ATU*

Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION



Jesse Hunt  
President  
ATU, Local 1555



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") AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION 4.1 – VACATION**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

The parties agree that following ratification of the ATU/BART extension agreement, Section 4.1 shall be modified as follows:

#### **4.1 VACATION**

The District will grant three (3) weeks of vacation following one (1) year of service, four (4) weeks of vacation after eight (8) years of service, five (5) weeks' vacation after fifteen (15) years of service and six (6) weeks' vacation after twenty (20) years of service. Employees may carry over up to sixty (60) days (up to forty-eight [48] days for employees on a 4-10 Plan) of vacation. Employees with four (4) or more weeks of accumulated vacation will be allowed to buy back up to forty (40) hours of such vacation. The election of such buy-back shall be made in December with determination of the four (4) week eligibility threshold to be made in December the following year with payment made in the second February following the election. Subject to applicable law and policies applicable to the MPPP Program, employees may elect to have such payment deposited in their MPPP account on a post-tax basis. This shall take effect when BAP Phase I goes live.

Employees will select their vacation in accordance with the applicable seniority provisions consistent with the scheduling ability of their department, division or section.

In the event an employee terminates or retires, he/she shall be granted pro rata vacation compensation based upon his/her accrued credits.

Vacation allocation will be scheduled throughout the calendar year; however, to the maximum extent possible, consideration consistent with operating requirements will be given to allow employees to take their vacation during the summer months.

Should a contractual holiday fall within the employee's vacation period, compensation will be applied consistent with holiday provisions of this Agreement.

Years of service shall be based upon the employee's date of employment by the Bay Area Rapid Transit District or in the case of 13(c) employees, in accordance with the 13(c) Award.

Vacation accrual will not be continued beyond thirty-one (31) days in the event an employee is in a non-

*Tentative Agreement*  
*Section 4.1 - Vacation*  
*Between BART and ATU*  
 pay status.

**\*Minute Clarification**

For employees hired after June 30, 2022, the District will end its past practice of allowing ATU bargaining unit employees to carry over from one calendar year to the next more than sixty (60) days (up to forty-eight [48] days for employees on the 4-10 Plan) of vacation. The past practice of permitting employees to carry over from one calendar year to the next limitless accrued vacation shall remain in effect for all employees hired on or before June 30, 2022. Those employees hired after June 30, 2022, who exceed the maximum annual carry-over limit as of December 31 of each calendar year will be paid their accrued vacation in excess of the carry-over limit in a lump sum at the rate of pay in effect for the employee as of December 31st.

Upon separation, for whatever reason, all employees shall receive compensation for all accrued and unused vacation, including in the "Carry Over" account, at the rate of pay in effect for the employee at the time of separation.

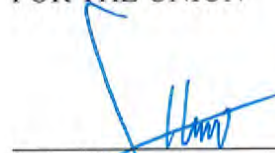
Date: 6/14/22

FOR THE DISTRICT

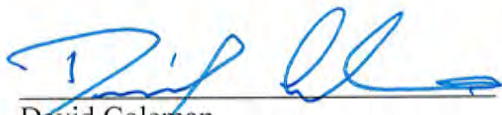


Robert Powers  
 General Manager  
 Bay Area Rapid Transit District

FOR THE UNION



Jesse Hunt  
 President  
 ATU, Local 1555



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") AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION S13.4 – CHOICE OF SHIFTS/SIGN-UPS

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

The parties agree that following ratification of the ATU/BART extension agreement, Section S13.4 shall be modified as follows:

#### **S13.4 CHOICE OF SHIFTS / SIGN-UPS \***

A. All shift assignments shall be posted to show reporting location, starting time, and rest days. Station Agent shift configurations may include report locations anywhere on the Line. The District will limit report location spread on the bidded line to the extent practicable. Assignments in multi-centroid stations may include relief work on a daily basis, to be performed only in said station, except to cover MacArthur and 16th and Mission Stations.

B. The location of the System Sign-up or Line Sign-up shall be mutually agreed upon by the District and the Union. The District shall furnish the necessary facilities and equipment for the Sign-up and share the staffing of the Sign-up with the Union.

C. The District will pay the wages of ~~one (1)~~ **any mutually agreed upon number of** Union designated representative(s) to be present throughout any System Sign-up. The District will pay the wages of ~~two (2)~~ **any mutually agreed upon number of** Union designated representatives to be present throughout a concurrent vacation Sign-up.

D. A copy of the proposed bid will be distributed to the Station Agents seven (7) calendar days in advance of any System or Line bid. A copy of the proposed bid shall be furnished to the Union at least fourteen (14) calendar days prior to distribution to the Station Agents for the Union to review.

1. A pre-posting meeting with the appropriate Transportation Supervisor will be scheduled upon request of the Union. Such request shall be made at least five (5) days prior to distribution of the schedule to Station Agents for the purposes of resolving



*Tentative Agreement*  
*Section S13.4 – Choice of Shifts/Sign-Ups*  
*Between BART and ATU*

differences in shifts, and details pertaining to Sign-up procedures.

2. Once a bid has started, the Union representative(s) who started the bid shall complete it. If his/her RDOs conflict with the bid, he/she shall have the same RDO options as those employees attending recertification training.

E. It shall be the responsibility of each Station Agent to be ~~present at a Sign-up~~ **ready to bid** at the designated time ~~and place~~. If assigned to work at the designated time of bidding to Sign up, it shall be the Station Agent's responsibility to request relief in writing (using the District request form) from his/her immediate supervisor (Foreworker) at least forty-eight (48) hours in advance, if practicable. Such request shall show the Station Agent's name, seniority number, present work location, date and time relief is requested. The request form shall be signed by the immediate supervisor (Foreworker) and the duplicate (carbon copy) shall be given to the Station Agent. Station Agents on the clock in circumstances that are preventing them from being ~~present at a Sign-up~~ **ready to bid** at the designated time ~~and place~~ shall verbally request relief. In the event a Station Agent has requested a relief and relief is not made at the specified time, bidding will be delayed until Station Agents bid in proper order. It is understood that all efforts will be made by both parties to expedite the bidding process to recover from a delay.

F. Prior to the start of bidding on each day of the scheduled bidding, the designated Union representative present at the bidding location shall be given by the District copies of all relief request forms submitted for that day.

G. Station Agents who have to be relieved in conjunction with Sign-ups will be allowed compensation as follows: All time during which the Station Agent is necessarily required to be away from assignment.

H. Only in the event extra boards are exhausted, a Foreworker shall relieve a Station Agent required to be away from assignment for bidding. During bidding, bid relief will be given priority over other reliefs except for vacancies.

I. All System Sign-up bids ~~will be in person with the exception that~~ **will occur through the bidding system in place at the time and** proxies will be accepted if dated and signed in ink. Any Station Agent may leave a proxy with choices in listed numerical order with the designated Signup Union representative in advance of designated time to sign. In the event the Station Agent's written choices (proxy) are not available, or a Station Agent fails to appear at designated time, the "no show" or "no bid" will be bid by the Union representative if five (5) minutes have elapsed from the designated show-up time of any Station Agent. The Union representative will select a shift assignment or an extra board (night or day) and days off as close as possible to the Station Agent's present assignment, and such selection shall be final.

J. Choice of shifts and locations will be made in seniority order. No Station Agent will be permitted to pass his/her turn to bid. All Station Agents must choose or have chosen for them by his/her designated Union representative present at the bid location, a shift assignment or a place on an extra board, at the time their name is called. When a Station Agent chooses a location, he/she will exercise his/her seniority on that line for Sign-ups on a line seniority list, until the



*Tentative Agreement*  
*Section S13.4 – Choice of Shifts/Sign-Ups*  
*Between BART and ATU*

next System Sign-up.

Lines are defined as follows:

**A/L/S-Line**

Lake Merritt Station through Fremont Station and Castro Valley Station through East Dublin/Livermore Station and any station south of Fremont.

**K/R-Line**

West Oakland Station through Richmond Station.

**C/E-Line**

Rockridge Station through Antioch Station and any station east of Antioch.

**M/W/Y-Line**

Embarcadero Station through Millbrae Station and SFIA Station.

K. The bidding involved in a System-wide Sign-up shall start on the first regular work day of the work week. Bidding shall be scheduled between 0800 hours and 1600 hours each day. Individual Station Agents will be scheduled bid times at five (5) minute intervals each day. Vacation Signup shall be concurrent with System-wide Sign-up:

1. The first vacation Sign-up shall increase the scheduled interval between Station Agents to a maximum of ten (10) minutes.
2. The second vacation Sign-up shall not increase the five (5) minute schedule interval between Station Agents.

L. A "change of shift" is defined as the changing of the starting time, length of a shift or days off.

M. When a change of shift schedule is made, there shall be a Line Sign-up at the line where such change is made. If the change is less than thirty (30) minutes, the Station Agent will remain on changed shift until the Line Sign-up is complete. If the change is thirty (30) minutes or more, the Line Sign-up shall be conducted prior to effecting the change. Line Sign-ups will be held as expeditiously as possible contingent upon procedures set forth in this Section.

N. A Line Sign-up for Station Agents shall be held each May to be effective the second Monday in June. **After electronic bidding begins a Line Sign-up will be effective the second Monday in May.** All Line Sign-ups shall be conducted by proxy bidding. Individual Station Agents will be scheduled bid times at five (5) minute intervals. In the event the Station Agent's written choices (proxy bid) are not available, or a Station Agent who is off the clock fails to appear at his/her designated time, the "no show" or "no bid" will be bid by the Union representative if five (5) minutes have elapsed from the designated show-up time of any Station Agent. The Union representative will select a shift assignment or an extra board (night or day) and days off as close as possible to the Station Agent's present assignment, and such selection shall be final.

*Tentative Agreement*

*Section S13.4 – Choice of Shifts/Sign-Ups*

*Between BART and ATU*

O. The District will pay the wages of the Union designated representative(s) to be present throughout the Line Bid.

P. Monday at 0001 hours following the Line Sign-up shall be the day upon which shifts and extra board choices involved in a Line Sign-up become effective.

Q. No Station Agent shall be transferred from a station to which assigned pursuant to bid.

R. All Station Agents will start and end each day's assignment at the same location. Once on duty at a location, any travel time going to and from various assigned stations will be considered time worked, and the District will provide the necessary transportation.

S. System Sign-ups shall be held with each expansion in service either by adding lines, extending lines, or extending hours. System Sign-up for Station Agents shall be held each ~~January and August~~ **December and July**, to be effective the ~~second~~ Monday **after the second Saturday** of the next succeeding month. The first vacation Sign-up (~~January~~ **December**) shall be for the entire year. The second vacation Sign-up shall be for any remaining vacation slots.

T. Line Sign-ups for Station Agents shall be held as deemed necessary.

U. The ~~second~~ Monday **after the second Saturday** at 0001 hours of the month following the System Sign-up shall be the day upon which shifts involved in the Sign-up become effective. Station Agents on duty at 0001 hours of such Monday shall complete their shifts unless other mutually agreed upon arrangements have been made in advance between the District and the Union.

V. The Line Bid configuration shall be a “rollover” from and contain the same shift schedule/ configuration as the prior System Bid, as amended by the addition of Extra Board slots for employees not rostered at the time of the System Sign-up (e.g., newly trained and certified employees, reversions and reinstatements). When such employees are rostered, Extra Board slots shall be added, in accordance with the Grievance Resolution Project (GRP), which states that “When Extra Board slots are added, they must duplicate existing disability slots.” For Line Bids, shifts shall not be changed or added, shifts shall not be eliminated, and no other changes shall be made from the prior System bid, except for slight shift adjustments that have been historically made.

\* Minute Clarification

This Section does not preclude the Union from having a preposting meeting with the manager of the division (i.e., Manager of Schedules & Services).

\* Minute Clarification

This Section does not preclude the Union from meeting with the District upon request.

\* See ~~ATU/SL-7-6~~ **ATU/SL 22-1**

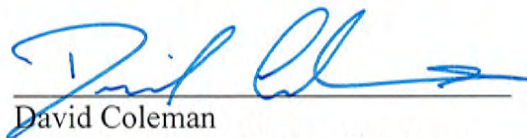
*Tentative Agreement*  
*Section S13.4 – Choice of Shifts/Sign-Ups*  
*Between BART and ATU*

Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
 General Manager  
 Bay Area Rapid Transit District



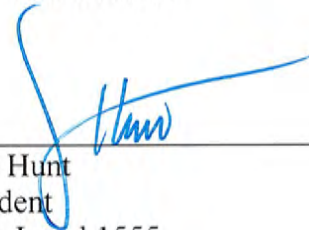
David Coleman  
 Acting Director of Labor Relations  
 Bay Area Rapid Transit District

APPROVED AS TO FORM



Jeana Zelan  
 Office of the General Counsel

FOR THE UNION



Jesse Hunt  
 President  
 ATU, Local 1555



## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION S14.2 – CHOICE OF SHIFTS/SIGN-UPS TRAIN OPERATORS\***

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

The parties agree that following ratification of the ATU/BART extension agreement, Section S14.2 shall be modified as follows:

#### **S14.2 CHOICE OF SHIFTS / SIGN-UPS TRAIN OPERATORS \***

- A. All shift assignments shall be posted to show reporting location, starting time and rest days. It is intended that all shifts involve yard work to the maximum extent practicable.
- B. The locations for the System Sign-ups shall be all terminal zones. Any additional locations shall be mutually agreed upon by the District and the Union. The District shall furnish the necessary facilities and equipment for the Sign-ups and share the staffing of the Sign-ups with the Union. The District will pay the wages of ~~four (4)~~ **any mutually agreed upon number of** Union designated employees to be present throughout the Sign-ups. ~~If more than four (4) locations are utilized, the District will pay the wages of any additional Union representatives.~~
- C. A copy of the proposed bid will be ~~posted~~ **provided** in Transportation Buildings with a concurrent distribution to all Train Operators seven (7) calendar days in advance of any System or Yard bid.

A copy of the proposed bid shall be furnished to the Union at least fourteen (14) calendar days prior to posting in the Transportation Buildings and distribution to the Train Operators for the Union to review.

- 1. A preposting meeting with the appropriate Transportation Supervisor will be scheduled upon request of the Union. Such request shall be made at least five (5) days prior to distribution of the schedule to Train Operators for the purpose of resolving differences in shifts, and details pertaining to Sign-up procedures.

*Tentative Agreement*

*Section S14.2 – Choice of Shifts/Sign-Ups  
Between BART and ATU*

2. At the time the District distributes the Systemwide bid to Train Operators, in accordance with Labor Agreement Section 14.2, the District shall have sufficient certified Train Operators to participate in the Systemwide Sign-up and fill all positions on the bid. The number of certified Train Operators on the bid shall match the number of positions on the bid. The District shall provide the Union with the names of the Train Operators on the bid.
  3. Only certified Train Operators may participate in the Sign-up and fill positions on the bid. Train Operators in training shall not participate in the Sign-up and shall not fill positions on the bid. Train Operators who have been promoted or transferred to other positions with reversion rights shall not participate in the Sign-up and shall not fill positions on the bid. Only Full-Time Train Operators may sign-up on the full-time bid.
  4. Individuals, who retire, terminate, die, or resign between the date the bid is sent to the printer and the first day of the Systemwide Sign-up shall remain on the Train Operator Bid Roster. The resulting vacancies shall be Extra Board positions and shall be reserved on the Extra Board and treated the same as a Train Operator position described in Labor Agreement Section 24.1 as on a leave of absence known to be for a period in excess of two (2) workweeks from the effective date of the bid. Unanticipated reversions or reinstatements shall be eligible to participate in the Systemwide Sign-up on the date the unit member's reversion or reinstatement is effective, seniority permitting.
  5. Once a bid has started, the Union representatives who started the bid shall complete it. If his/her RDOs conflict with the bid, he/she shall have the same RDO options as those employees attending recertification training.
- D. It shall be the responsibility of each Train Operator to ~~be present at a Sign-up~~ **be ready to bid** at the designated time and place. If assigned to work at the designated time of bidding it shall be the Train Operator's responsibility to request relief in writing (using the District request form) from his/her immediate supervisor (Foreworker) at least forty-eight (48) hours in advance, if practicable. Such request shall show the Train Operator's name, seniority number, present work location, date and time designated to be at Sign-up, and date and time relief is requested. The request form shall be signed by the immediate supervisor (Foreworker) and the duplicate (carbon copy) shall be given to the Operator. Train Operators on the clock in circumstances that are preventing them from being present at a Sign-up at the designated time and place shall verbally request relief. In the event a Train Operator has requested a relief and relief is not made at the specified time, bidding will be delayed until Train Operators bid in proper order. It is understood that all efforts will be made by both parties to expedite the bidding process to recover from a delay. ~~Telephone calls will not be accepted for bidding purposes.~~
- E. Prior to the start of bidding on each day of the scheduled bidding, the designated Union representative ~~present at~~ **in charge of** the bidding location shall be given by the District



*Tentative Agreement*

*Section S14.2 – Choice of Shifts/Sign-Ups*

*Between BART and ATU*

copies of all relief request forms submitted for that day.

- F. Train Operators who have to be relieved in conjunction with Sign-ups will be allowed compensation as follows: all time during which the Train Operator is necessarily required to be away from assignment.
- G. All Sign-up bids ~~will be in person with the exception that~~ **will occur through the bidding system in place at the time and** proxies will be accepted if dated and signed in ink. Any Train Operator may leave a proxy with choices in listed numerical order with the designated Sign-up Union representative in advance of designated time to sign. In the event the Train Operator's written choices (proxy) are not available, or a Train Operator fails to appear at the designated time, the "no show" or "no bid" will be bid by the Union representative if five (5) minutes have elapsed from the designated show-up time of any Train Operator. The Union representative will select a shift assignment or extra board position as close as possible to the Train Operator's present assignment, and such selection shall be final.
- H. Choice of shifts and locations (home yards) will be made in seniority order. No Train Operator will be permitted to pass his/her turn to bid; all Train Operators must choose, or have chosen for them a shift assignment (home yard) or a place on an extra board, at the time their names are called. When a Train Operator chooses a location (home yard), he/she will exercise his/her seniority at that location (home yard) for Yard Sign-ups, on a Yard Seniority List, until the next System Sign-up.
- I. Home Yards are defined as follows:
  - Hayward Yard- A-Line, L-Line, S-Line
  - Richmond Yard - R-Line
  - Concord Yard - C-Line
  - Daly City Yard – M-Line, W-Line

New extension report locations will be included with the appropriate home yard on the shift bids. Castro Valley, West Dublin, East Dublin, and Berryessa will be included with Hayward home yard. North Concord, West Pittsburg/Baypoint and East Pittsburg will be included with Concord home yard. Millbrae and SFIA report locations shall have Daly City as their home yard.

Locations designated as report locations shall be equipped with adequate lockers, restroom facilities, a break area, and a television. An adequate number of employee parking spaces will be provided. (Report locations identified as temporary operating segments utilized during the opening of the extensions will not be equipped with televisions.)

Shift configurations developed for these new report locations shall have the same report location for the entire work week except those shifts configured as relief shifts. Relief shifts shall have no more than two (2) report locations within the Home Yard/Line.

*Tentative Agreement*

*Section S14.2 – Choice of Shifts/Sign-Ups*

*Between BART and ATU*

J. The bidding involved in a System-wide Sign-up shall start on a Monday. Bidding shall be scheduled between 0800 hours and 1600 hours each day. Individual Train Operators will be scheduled bid times at five (5) minute intervals each day. Vacation Sign-ups shall be held concurrent with System-wide Sign-ups.

1. The first vacation Sign-up (~~January~~**December**) shall increase the scheduled interval between Train Operators to a maximum of ten (10) minutes.
2. The second vacation Sign-up (~~August~~**July**) shall not increase the five (5) minute scheduled interval between Train Operators.

The first vacation Sign-up (~~January~~**December**) shall be for the entire year. The second vacation Sign-up (~~August~~**July**) shall be for any remaining slots.

K. A "change of shift" is defined as the changing of the starting time or days off.

L. When a change of shift schedule is made, there shall be a Yard Sign-up at the Yard where such change is made. If the change is less than thirty (30) minutes, the operator will remain on changed shift until the Yard Sign-up is complete. If the change is thirty (30) minutes or more, the Yard Sign-up shall be conducted prior to affecting the change. Yard Sign-ups will be held as expeditiously as possible contingent upon procedures set forth in this Section.

M. The District will pay the wages of the Union designated representative to be present throughout the Yard bid.

N. Monday **after the second Saturday** at 0001 hours following the Yard Sign-up shall be the day upon which shifts and extra board choices involved in a Yard Sign-up become effective.

O. System Sign-ups shall be held with each expansion in service either by adding lines, extending lines or extending hours. A System Sign-up for Train Operators shall be held each ~~January and August~~ **December and July** to be effective the ~~second~~ Monday **after the second Saturday** of the next succeeding month. Yard Sign-ups shall be held in May to be effective the second Monday in June.

P. The Yard Bid configuration shall be a "rollover" from and contain the same shift schedule/configuration as the prior System Bid, as amended by the addition of Extra Board slots for employees not rostered at the time of the System Sign-up (e.g., newly trained and certified employees, reversions and reinstatements). When such employees are rostered, Extra Board slots shall be added, in accordance with the Grievance Resolution Project (GRP), which states that "When Extra Board slots are added, they must duplicate existing disability slots."

For Yard Bids, shifts shall not be changed or added, shifts shall not be eliminated, and no other changes shall be made from the prior System bid, except for slight shift adjustments

*Tentative Agreement**Section S14.2 – Choice of Shifts/Sign-Ups**Between BART and ATU*

that have been historically made.

**\*Minute Clarification**

This Section does not preclude the Union from having a pre-posting meeting with the manager of the division (i.e., Manager of Train Operations).

**\*Minute Clarification**

Whenever an additional permanent assignment is necessary as a result of increased train service, i.e., one (1) or more trains added to revenue service for a period greater than seven (7) days, it shall constitute a change of shift schedule.

See ATU/SL-6-3 and ~~ATU/SL-7-6~~ ATU/SL-22-1

Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION



Jesse Hunt  
President  
ATU, Local 1555



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") AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION S15.2 – CHOICE OF SHIFTS/SIGN-UPS**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

The parties agree that following the ratification of the ATU/BART extension agreement, Section S15.2 shall be modified as follows:

#### **S15.2 CHOICE OF SHIFTS / SIGN-UPS \***

- A. All shift assignments shall be posted to show reporting location, starting time, and rest days.
- B. No Transportation Administration Specialist shall be transferred from an assignment to which assigned pursuant to bid.
- C. The location of the System Sign-up shall be mutually agreed upon by the District and the Union. The District shall furnish the necessary facilities and equipment for the Sign-up with the Union and share the staffing of the Sign-up with the Union. The District will pay the wages of ~~one (1)~~ **any mutually agreed upon number of** designated Union representative(s) to be present throughout the Sign-up.
- D. The bid assignments will be distributed to the Transportation Administration Specialists seven (7) days in advance of any Sign-up. The bid assignments shall be furnished to the Union fourteen (14) days prior to distribution to the Transportation Administration Specialists for the Union to review and a preposting meeting will be scheduled between the Union and District to resolve any disputed shifts.
- E. Any Transportation Administration Specialist who cannot be present at a Sign-up may leave a list of choices in numerical order in writing with the Union representative at least one (1) hour in advance of designated time to sign. In the event the Transportation Administration Specialist's written choices are not available, or a Transportation Administration Specialist fails to appear at the designated time the Union representative

*Tentative Agreement*

*Section S15.2 – Choice of Shifts/Sign-Ups*

*Between BART and ATU*

will select a shift assignment or an extra board (night or day) and days off as close as possible to the Transportation Administration Specialist's present assignment, and such selection shall be final.

- F. Choice of shifts, locations and days off will be made in seniority order. No Transportation Administration Specialist will be permitted to pass his/her turn to bid; all Transportation Administration Specialists must choose or have chosen for them by his/her Union representative a shift location and days off, or a place on an extra board.
- G. The ~~second~~ Monday **after the first Saturday** at 0001 hours of the month following the Sign-up shall be the day upon which shifts involved in a Sign-up become effective. Transportation Administration Specialists on duty at 0001 hours of such Monday shall complete their shifts unless other mutually agreed upon arrangements have been made in advance between the District and the Union.
- H. A "Change of Schedule" is defined as the changing of the starting or length of shift, and/or rest days. Prior to a "Change of Schedule" on any shift there will be a system Sign-up. Monday at 0001 hours following the Sign-up shall be the day upon which shifts involved in a Sign-up become effective.
- I. System Sign-ups shall be held with each expansion in service either by adding lines, extending lines, or extending hours. A System Sign-up for Transportation Administration Specialists shall be held August, December and May to be effective the ~~second~~ Monday **after the first Saturday** of the next succeeding month.
- J. A vacation Sign-up shall be held concurrent with the December System Sign-up.

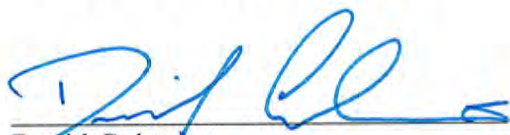
**\*See ATU/SL 22-1**

Date: 6/14/22

FOR THE DISTRICT

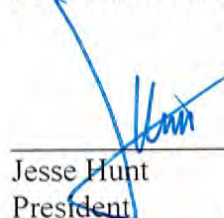


Robert Powers  
General Manager  
Bay Area Rapid Transit District



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

FOR THE UNION



Jesse Hunt  
President  
ATU, Local 1555

*Tentative Agreement*  
*Section S15.2 – Choice of Shifts/Sign-Ups*  
*Between BART and ATU*

APPROVED AS TO FORM



---

Jeana Zelan  
Office of the General Counsel



## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION S17.1 – SHIFT**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

The parties agree that following the ratification of the ATU/BART extension agreement, Section S17.1 shall be modified as follows:

#### **S17.1 SHIFT \***

Seniority shall prevail in the selection of shifts. Bidding shall take place during the months of ~~September, February and June~~ **August, January, and May**, to become effective the first Monday **after the second Saturday** of the succeeding month. During each shift bid, the primary duties and responsibilities of Senior Scheduling Analysts/Scheduling Analysts shall be identified on the bid, and Senior Scheduling Analysts/Scheduling Analysts bidding on said shift shall be fully qualified to perform and may be assigned to all primary duties and responsibilities assigned to the bid shift. Special work assignment of more than five (5) working days shall be subject to bid with Management determination as to the shift on which such special work shall be performed.

Senior Scheduling Analysts/Scheduling Analysts shall have the option of selecting one (1) of the following work schedules:

- A. Standard eight (8) hour, five (5) day work week.
- B. Flextime - the beginning and ending hours of the standard eight (8) hour, five (5) day work week may be selected to provide for an eight (8) hour work day with a thirty (30) minute paid lunch. Bandtime within which the selection may be made is 0630 - 1800. On July 1 and January 1 of each contract year, the Senior Scheduling Analyst/Scheduling Analyst whose work week falls within the Flextime option may, at Management's discretion, reschedule their beginning and ending work hours with the requirement that at least one (1) Senior Scheduling Analyst/Scheduling Analyst is on shift from 0800-1700.

*Tentative Agreement*  
*Section S17.1 –Shifts Scheduling Analysts*  
*Between BART and ATU*

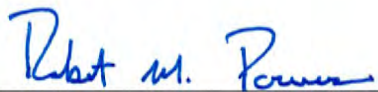
**\* Minute Clarification**

The Senior Scheduling Analyst/Scheduling Analyst wage rates shall be reflected in Section 47.0 (Base Wage Schedule).

**\*See ATU/SL 22-1**

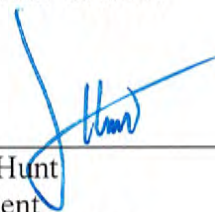
Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
 General Manager  
 Bay Area Rapid Transit District

FOR THE UNION



Jesse Hunt  
 President  
 ATU, Local 1555



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*

*Section S19.5 – Choice of Shifts – Zone/Terminal Zone/Yard/Tower – Foreworkers\*  
Between BART and ATU*

**TENTATIVE AGREEMENT**

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART")  
AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU")  
SECTION S19.5 – CHOICE OF SHIFTS – ZONE/TERMINAL ZONE/YARD/TOWER –  
FOREWORKERS\***

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

The parties agree that following the ratification of the ATU/BART extension agreement, Section S19.5 shall be modified as follows:

**S19.5 CHOICES OF SHIFTS – ZONE / TERMINAL ZONE / YARD / TOWER -  
FOREWORKERS \***

- A. System-Wide Bidding: All shift assignments shall be posted to show reporting location, starting time, rest days and level.
- B. No Foreworker shall be transferred from an assignment to which assigned pursuant to bid.
- C. System Sign-ups shall be held with each expansion in service either by adding lines, extending lines, or extending hours. A System Sign-up for Foreworkers shall be held in ~~January, May and August~~ **December, April and July** to be effective the ~~second~~ Monday **after the second Saturday** of the next succeeding month. The bidding involved in a System Sign-up shall be spread over consecutive days as follows: Senior Operations Foreworkers shall begin bidding on the first day and Operations Foreworkers shall begin bidding the day following completion of the Senior Operations Foreworkers bid.

The location of the System Sign-up shall be mutually agreed upon by the District and the Union. The District shall furnish the necessary facilities and equipment for the Sign-up with the Union and share the staffing of the Sign-up with the Union. The District will pay the wages of ~~one (1)~~ **any mutually agreed upon number of** Union designated representative to be present throughout the Sign-up.

The Sign-ups will be conducted for Operations Foreworker and Senior Operations Foreworker positions and only Senior Operations Foreworker will be permitted to bid Senior Operations Foreworker jobs in the Senior Operations Foreworker Sign-ups. Remaining Senior Operations Foreworker positions shall be added to the Operations Foreworker bid ~~sheets~~ and qualified Operations Foreworker shall be permitted to bid the positions. In such a case, the Senior Operations Foreworker rate shall be applied. The District shall make one (1) Zone Operations

*Tentative Agreement*

*Section S19.5 – Choice of Shifts – Zone/Terminal Zone/Yard/Tower – Foreworkers\*  
Between BART and ATU*

Foreworker training zone not subject to bid by Senior Operations Foreworker. Until all have qualified, two (2) Secondary Tower positions will be designated as training positions. The present policy of allowing Foreworkers who have completed the formal Tower Operator program to bid Secondary positions shall continue. Foreworkers who have successfully completed one thousand (1000) hours as a Probationary Secondary Tower Operator can bid Primary Tower Operator positions and receive Senior Operations Foreworker pay rate subject to Senior Operations Foreworker bid preference.

- D. The bid assignments will be distributed to the Foreworkers seven (7) days in advance of any Sign-up. The bid assignments shall be furnished to the Union fourteen (14) days prior to distribution to the Foreworker for the Union to review and a pre-posting meeting with the appropriate Transportation Supervisor will be scheduled upon request of the Union. Such request shall be made at least five (5) days prior to distribution to Foreworkers for the purposes of resolving differences relative to the Sign-up procedures.
- E. It shall be the responsibility of each Foreworker to be ~~present at a Sign-up~~ **ready to bid** at the designated time ~~and place~~. Tower and Terminal Zone Foreworkers will be released to bid when extra board are available. In the event the Foreworker has requested relief and relief is not made at the specified time, bidding will be delayed until Foreworkers proxy is received at bid location. ~~No telephone bidding allowed.~~
- F. Any Foreworker who cannot be present at a Sign-up may leave a list of choices in numerical order in writing with the Union representative at least one (1) hour in advance of designated time to sign. In the event the Foreworkers written choices are not available or a Foreworker fails to appear at the designated time, the Union representative will select the shift assignment and such selection shall be final.
- G. Choice of shift assignments will be made in seniority order. No Foreworker will be permitted to pass his/her turn to bid; all Foreworkers must choose or have chosen for them by his/her Union representative a shift assignment or a place on an extra board, Line or Yard, at the time their names are called. When a Foreworker chooses a location, he/she will exercise his/her seniority for Sign-ups until the next System Sign-up.
- H. The ~~second~~ Monday **after the second Saturday** at 0001 hours of the month following the Sign-up shall be the day upon which shifts involved in a Sign-up become effective. Foreworkers on duty at 0001 hours of such Monday **after the second Saturday** shall complete their shifts unless other mutually agreed upon arrangements have been made in advance between the District and the Union.
- I. A "Change of Schedule" is defined as the changing of the starting time, length of shift and/or days off. There will be no variation in Foreworkers schedule without a Sign-up.
- J. In the event it is apparent after two (2) months on a training job that the Foreworker is not qualified in the position, he/she shall be placed on the Extra Board until the next bid.
- K. The Union and the District, if mutually agreeable, reserve the right to jointly establish further rules and regulations to implement the provisions of this Section.

**\* See ATU/SL-7-6 ATU/SL 22-1**

*Tentative Agreement**Section SI9.5 – Choice of Shifts – Zone/Terminal Zone/Yard/Tower – Foreworkers\**  
*Between BART and ATU*Date: 6/14/22

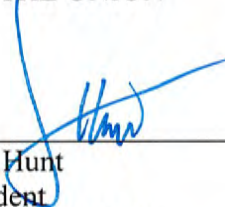
FOR THE DISTRICT



---

Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION



---

Jesse Hunt  
President  
ATU, Local 1555

---

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") AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION S44.16 – PREMIUM PAY**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

The parties agree that following ratification of the ATU/BART extension agreement, Section S44.16 shall be modified as follows:

#### **S44.16 PREMIUM PAY**

Part-Time Train Operators and Part-Time Station Agents shall not be scheduled to work on District reduced schedule holidays as defined in Section S27.3. However, Part-Time Train Operators and Station Agents shall be scheduled to work on District non-reduced schedule holidays as defined in Section S27.3. Part-Time Train Operators and Part-Time Station Agents will have the right to bid for work on all District Holidays. Part-Time Train Operators and Station Agents will exercise their right to bid after all provisions of the CBA concerning Full-Time Train Operators and Station Agents holiday bidding procedures have been met, and prior to Full-Time Train Operators and Full-Time Station Agents being inversely assigned. In all cases, the (11) eleven hour rest provision remains unchanged. Part-Time Train Operators and Part-Time Station Agents shall be paid time and one-half (1-1/2) for all hours worked on District holidays.

**Part-Time Train Operators and Station Agents will have the right to sign-up for Special Overtime assignments which include the extension of revenue service hours or added trains. Part-time Train Operators and Station Agents will be awarded Special Overtime assignments after all Full-Time Train Operators and Station Agents have the opportunity to fill the assignment. In all cases, Part-Time Train Operators and Part-Time Station Agents shall be paid at time and one-half (1-1/2) for all hours worked on Special Overtime assignments.**

No other premium pay shall be paid Part-Time Train Operators or Station Agents for any other hours worked on a holiday unless otherwise required by law.

Date: 6/14/22

*Tentative Agreement  
Section S44.16 – Premium Pay  
Between BART and ATU*

FOR THE DISTRICT

Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION

Jesse Hunt  
President  
ATU, Local 1555

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") AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION S47.0 – BASE WAGE SCHEDULE**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

The parties agree that following ratification of the ATU/BART extension agreement, Section S47.0 shall be modified as follows:

#### **S47.0 BASE WAGE SCHEDULE**

A. The base wage schedule will be implemented and administered as follows:

1. Employees will suffer no loss of pay as a result of the pay progression.
2. Entry and training rates are eliminated.
3. The pay progression of 85%, 87.5%, 90%, and 100% (top rate) is based on one year intervals, on the date of hire/anniversary date. All percentages are based on the top rate. The pay steps are applicable to employees hired on or after January 1, 1995. The pay progression will apply only one time to each such employee.
4. New employees that are hired will be placed at the first year pay progression rate (85%) of their classification pursuant to Section S47.0 Base Wage Schedule. New employees will progress through each successive step based on their date of hire/anniversary date with the District.

B. Fiscal Year 2022

Effective July 1, 2021, and continuing until June 30, 2022, the base salary for bargaining unit members shall remain the same as the 2020-2021 base rate of pay with the addition of the Section 8.2 COLA which was effective on June 30, 2021.

C. Fiscal Year 2023 ("FY23")



Effective July 1, 2022, **the base salary/wage schedule for bargaining unit members shall be increased by three and one-half percent (3.5%).**

**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, 2022 and January 1, 2023 based on the preceding three (3) months. The calculation of the potential for an increase on July 1, 2022 shall be based on the average weekday ridership for April 2022 through June 2022 (FY22 Q4), and the calculation for the potential for an increase on January 1, 2023 shall be based on the average weekday ridership for October 2022 through December 2022 (FY23 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 FY23 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 FY22 Q4 and FY23 Q2.

Wage increases **based on average weekday ridership** for FY23 shall be based on the table below:

% of Pre-COVID Ridership (410,000)	Average Weekday Ridership	FY23 Wage Increase
60%	246,000	0.40%
65%	266,500	0.50%
70%	287,000	0.75%
75%	307,500	1.00%
80%	328,000	1.20%
85%	348,500	1.40%
90%	369,000	1.60%
95%	389,500	1.80%
100%	410,000	2.00%

D. Fiscal year 2024 (“FY24”)

Effective July 1, 2023, **the base salary/wage schedule for bargaining unit members shall be increased by three percent (3.0%).**

**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:

% 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%

**E. Fiscal Year 2025 ("FY25")**

**Effective July 1, 2024, the base salary/wage schedule for bargaining unit members shall be increased by four percent (4.0%).**

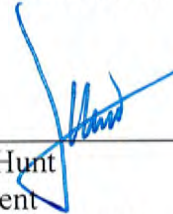
Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION



Jesse Hunt  
President  
ATU, Local 1555



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

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and the Amalgamated Transit Union, Local 1555 ("ATU") 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 ATU membership and the BART Board of Directors.

Expressly contingent upon agreement between the Parties regarding the terms and conditions of an extension of the CBA, the parties agree to execute the following Side Letter:

### **SIDE LETTER OF AGREEMENT**

**ATU/SL 22-01**

#### **ATU/SL-22-01 ELECTRONIC BIDDING**

**June 14, 2022**

#### **SIDE LETTER OF AGREEMENT: ATU/SL-22-01**

**Mr. Jesse Hunt**  
**President**  
**ATU Local 1555**  
**132 Ninth Street, Suite 100**  
**Oakland, CA 94607**

**Re: Electronic Bidding**

**Dear Mr. Hunt:**

**As part of negotiations during the 2022 contract extension the parties agreed that the District would implement electronic bidding. The electronic bid would be computer-based and, after it is implemented, would eliminate the need for employees to bid "in person" and the effects of that requirement on staffing and choice sign-ups.**

**In conjunction with the Parties movement of the bid dates to January and August, the parties agree that implementation of the electronic bidding system will begin with the August 2023 bid and the move to electronic bidding will be completed no later than the January bid of 2024. With this target in mind, the Parties have agreed to the following:**



- 1) After ratification of this agreement the Parties will meet, at minimum, on a quarterly basis starting September 2022 to discuss the implementation process for electronic bidding. The parties agree that Transportation and ATU will assign no more than four (4) members each to the Electronic Bidding Committee.
- 2) Any meetings of the Electronic Bidding Committee may include topics such as system information, training, technological requirements, as well as bidding times, structure, frequency, and other rules.
- 3) In-person or phone bidding will not be fully eliminated in any classification until the electronic bidding system is functional for that classification's group to a level mutually satisfactory to the members of the Electronic Bidding Committee.
- 4) The electronic bidding system will preserve the current requirements in the Shift Choice Sign-Ups structures in S13.4, S14.2 and S19.5 of the CBA unless changes are mutually agreed to by the parties.
- 5) If, as the result of the implementation of electronic bidding, there are less stewards needed to conduct the bids than the number used in the January 2022 System-wide Sign-up, the District will add 80 hours of Union Business time for each steward reduction to the allowable time under S35.0 for that fiscal year.
- 6) To the extent the parties find other contract clauses that conflict with the ability to bid electronically, this side letter and the mutual agreements made by the parties thereunder will supersede.

ATU/SL 7-6 ELECTRONIC BIDDING —

May 23, 1994

**SIDE LETTER OF AGREEMENT: ATU/SL-7-6**

Ms. Jayne Faria  
 President/Business Agent  
 ATU Local 1555  
 132 Ninth Street, Suite 100  
 Oakland, CA 94607

Re: — Electronic Bidding

Dear Ms. Faria:

During the course of 1994 negotiations, the District proposed that the current practice for System-wide, vacation, and holiday bidding be converted to an electronic system that the District believes, would require substantially less time than required by the current system. In addition,

the District proposed to eliminate bids performed "in person" and establish an electronic system which would provide the same opportunity of choice for employees as if they were bidding in person.

In recognition of the District's desire to modify the current procedures and the possibility of savings that may inure to the Membership of ATU 1555, the parties have agreed to the following:

- 1) During the term of the new contract, July 1, 1994 to June 30, 1997, the parties will meet to discuss the feasibility of converting the present system to an electronic system.
- 2) Prior to such meetings, the parties may prepare proposals designed to produce a viable electronic procedure which could replace the current bidding procedure. Any such system will preserve the same availability of choice which employees currently enjoy.
- 3) Also, prior to such meetings, the District will prepare a draft procedure document and complete preliminary programming sufficient to enable the proposed changes.
- 4) Any and all changes to the current bidding procedure may be implemented solely upon the mutual agreement of the parties.
- 5) Any savings occurring as a result of such changes in the bidding procedure will be recoverable by the members of Local 1555 subject to agreement of the parties. The details will be worked out during the above referenced meetings.

If the above correctly reflects our understanding, please indicate your concurrence by counter signing below. This Side Letter will be valid for the term of the current agreement.

Sincerely,

Concur for Union: \_\_\_\_\_

Larry Williams \_\_\_\_\_ Date \_\_\_\_\_ Jayne C. Faria Date \_\_\_\_\_  
AGM Administration \_\_\_\_\_ President, ATU Local 1555


Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION

  
Jesse Hunt  
President  
ATU, Local 1555



---

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

APPROVED AS TO FORM



---

Jeana Zelan  
Office of the General Counsel

**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 2021-2025 between the District and the Service Employees International Union, Local 1021 (SEIU)

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 2021-2025 between the District and the Service Employees International Union, Local 1021 (SEIU) 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 Service Employees International Union Local 1021 ("SEIU") 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 SEIU membership and the BART Board of Directors.

## EXTENSION AGREEMENT

June 14, 2022

The San Francisco Bay Area Rapid Transit District ("District") and Service Employees International Union Local 1021 ("SEIU") have agreed to extend the 2021-2024 Labor Agreement through June 30, 2025. 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 SEIU and the BART Board of Directors.

Date: 6/14/22

FOR THE DISTRICT

FOR THE UNION



Robert Powers  
General Manager  
Bay Area Rapid Transit District



John Arantes  
President, BART Chapter  
SEIU, Local 1021



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



Olivia Rocha  
President, Professional Chapter  
SEIU, Local 1021

APPROVED AS TO FORM



Jeana Zelan  
Office of the General Counsel

## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 ("SEIU") SECTION 1.2 - TERM OF AGREEMENT**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") 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 SEIU membership and the BART Board of Directors.

The parties agree that following ratification of the SEIU/BART extension agreement, Section 1.2 shall be modified as follows:

#### **1.2 TERM OF AGREEMENT**

The term of this Agreement shall be from and including the first day of July 2021 up to and including the 30th day of June 2024~~5~~ or one hundred (100) days following receipt of notice of a desire to modify or terminate this Agreement, whichever occurs later. Each party shall comply with the provisions of California Government Code Section 3611. In the event either party serves notice upon the other party of a desire to modify or terminate the Agreement, the parties shall meet and make all reasonable efforts to reach agreement on the subject matters of such proposed modifications.

The parties shall respond to any requests for information reasonably necessary for intelligent negotiations and the standards and guidelines in accordance with California Government Code Section 3611. Each party shall supply to the other party such reasonable data as are requested by the other party.

To the fullest extent possible the parties shall endeavor to complete their negotiations at least seven (7) days prior to the date any lawful economic action may be taken in connection with any dispute concerning any proposed changes in any Collective Bargaining Agreement.

Commencing in 2020, the District implemented a 7-point plan intended to address budgetary concerns facing the District. As that plan progresses during the term of this agreement, the District may determine that a reduction in force is necessary, in accordance with the relevant section of the unit-specific Labor Agreement. If a reduction in force is anticipated, the Parties may, with mutual agreement, open the contract and commence negotiations to identify potential cost savings to reduce or avoid the need for such reduction in force.

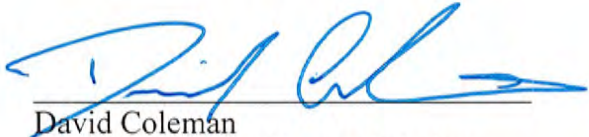


Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
General Manager  
Bay Area Rapid Transit District



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

APPROVED AS TO FORM



Jeana Zelan  
Office of the General Counsel

FOR THE UNION



John Arantes  
President, BART Chapter  
SEIU, Local 1021



Olivia Rocha  
President, Professional Chapter  
SEIU, Local 1021



## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 ("SEIU") SECTION 4.1 – VACATION**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union, Local 1021 ("SEIU") 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 SEIU membership and the BART Board of Directors.

The parties agree that following ratification of the SEIU/BART extension agreement, Section 4.1 shall be modified as follows:

#### **4.1 VACATION**

The District will grant three (3) weeks of vacation following one (1) year of service, four (4) weeks of vacation after eight (8) years of service, five (5) weeks' vacation after fifteen (15) years of service and six (6) weeks' vacation after twenty (20) years of service. Employees may carry over up to sixty (60) days (up to forty-eight [48] days for employees on a 4-10 Plan) of vacation. Employees with four (4) or more weeks of accumulated vacation will be allowed to buy back up to forty (40) hours of such vacation. The election of such buy-back shall be made in December with determination of the four (4) week eligibility threshold to be made in December the following year with payment made in the second February following the election. Subject to applicable law and policies applicable to the MPPP Program, employees may elect to have such payment deposited in their MPPP account on a post-tax basis. This shall take effect when BAP Phase I goes live.

Employees will select their vacation in accordance with the applicable seniority provisions consistent with the scheduling ability of their department, division or section.

In the event an employee terminates or retires, he/she shall be granted pro rata vacation compensation based upon his/her accrued credits.

Vacation allocation will be scheduled throughout the calendar year; however, to the maximum extent possible, consideration consistent with operating requirements will be given to allow employees to take their vacation during the summer months.

Should a contractual holiday fall within the employee's vacation period, compensation will be

*Tentative Agreement*  
*Section 4.1 - Vacation*  
*Between BART and SEIU*

applied consistent with holiday provisions of this Agreement.

Years of service shall be based upon the employee's date of employment by the Bay Area Rapid Transit District or in the case of 13(c) employees, in accordance with the 13(c) Award.

Vacation accrual will not be continued beyond thirty-one (31) days in the event an employee is in a non-pay status.

**\*Minute Clarification**

**For employees hired after June 30, 2022, the District will end its past practice of allowing SEIU bargaining unit employees to carry over from one calendar year to the next more than sixty (60) days (up to forty-eight [48] days for employees on the 4-10 Plan) of vacation. The past practice of permitting employees to carry over from one calendar year to the next limitless accrued vacation shall remain in effect for all employees hired on or before June 30, 2022. Those employees hired after June 30, 2022, who exceed the maximum annual carry-over limit as of December 31 of each calendar year will be paid their accrued vacation in excess of the carry-over limit in a lump sum at the rate of pay in effect for the employee as of December 31st.**

**Upon separation, for whatever reason, all employees shall receive compensation for all accrued and unused vacation, including in the "Carry Over" account, at the rate of pay in effect for the employee at the time of separation.**

Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
 General Manager  
 Bay Area Rapid Transit District



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

FOR THE UNION




John Arantes  
 President, BART Chapter  
 SEIU, Local 1021



Olivia Rocha  
 President, Professional Chapter  
 SEIU, Local 1021

*Tentative Agreement*  
*Section 4.1 - Vacation*  
*Between BART and SEIU*  
APPROVED AS TO FORM

  
\_\_\_\_\_  
Jeana Zelan  
Office of the General Counsel



## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 ("SEIU") SECTION 14.6 – SPECIAL PAY PREMIUMS**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union, Local 1021 ("SEIU") 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 SEIU membership and the BART Board of Directors.

The parties agree that following ratification of the SEIU/BART extension agreement, Section 14.6 shall be modified as follows:

#### **14.6 SPECIAL PAY PREMIUMS**

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

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

- E. Bilingual Premium: Routinely and consistently working a bilingual shift (Phone Center);
- F. Exterior car cleaners;
- G. Bio-Hazard Premium: Any System Service, Utility Worker or any other employee who is routinely and consistently required to perform any biological clean up of human remains following an accident or injury. This compensation is received for performing work to prevent safety issues when human remains are present;
- H. High Voltage Hazard Premium: Routinely and consistently performing electrical work ~~in excess of 34.5kv~~ **of 1,000 volts or greater performed by a Qualified Electrical Worker (QEW) (Electrician functional classification MW-III);**
- I. CCCM License Pay: When employees working in or in support of the Elevator/Escalator Department hold and maintain a Certified Competent Conveyance Mechanic (CCCM) license, which is a government agency required license.

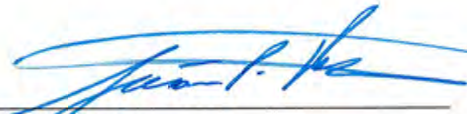
Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION



John Arantes  
President, BART Chapter  
SEIU, Local 1021

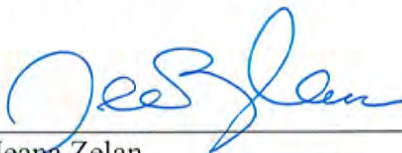


David Coleman  
Acting Director of Labor Relations  
Bay Area Rapid Transit District



Olivia Rocha  
President, Professional Chapter  
SEIU, Local 1021

APPROVED AS TO FORM



Jeana Zelan  
Office of the General Counsel



## TENTATIVE AGREEMENT

### SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 ("SEIU") SECTION 14.8 – COMPENSATORY TIME

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") 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 SEIU membership and the BART Board of Directors.

The parties agree that following ratification of the SEIU/BART extension agreement, Section 14.8 shall be modified as follows:

#### **14.8 COMPENSATORY TIME OFF**

The District shall compensate overtime hours worked in one of the following ways upon advance approval by the Department Manager and consistent with operations scheduling requirements of the individual departments concerned:

A. **Compensatory Time:** Time off in lieu of overtime payment. Compensatory time accruals in an employee's compensatory time bank will be limited to forty (40) hours worked for an equivalent of sixty (60) hours of compensatory time at any given time per fiscal year.

1. **Maximum Usage: Employees may use a maximum of 180 hours of Compensatory time per fiscal year. The employee may use more than 180 hours in a fiscal year only to exhaust their leave balances prior to taking unpaid leave.**

B. **Overtime Payment:** Overtime payment to be paid in accordance with Section 14.0 of the Agreement.

An employee must elect to receive either overtime payment or compensatory time for overtime hours worked during the pay period in which the hours are worked.

With a minimum of five (5) working days notice, an employee may elect to use accrued compensatory time which may be scheduled according to department scheduling at no additional cost to the District. Requests to utilize such compensatory time off shall be subject to

*Tentative Agreement*  
*Section 14.8 – Compensatory Time*  
*Between BART and SEIU*

Departmental approval and scheduling. For all classifications except Clerical Subunit (Clerical, Staff Assistants, Engineering Aides), the District shall allow an employee to use compensatory time in either 8 hour or 10 hour increments. Clerical Subunit (Clerical, Staff Assistants, Engineering aides) may take compensatory time off in less than eight (8) hour increments and shall be limited to two (2) consecutive shifts.

**\*MINUTE CLARIFICATION**

All shift differential and/or special premium pay earned under item B in this section shall be paid in the pay period for which the hours were worked.

Date: 6/14/22

FOR THE DISTRICT

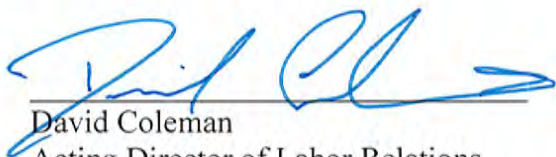


Robert Powers  
 General Manager  
 Bay Area Rapid Transit District

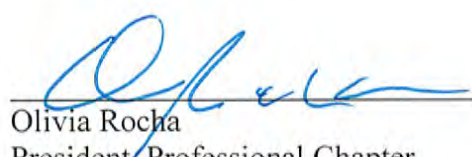
FOR THE UNION



John Arantes  
 President, BART Chapter  
 SEIU, Local 1021



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



Olivia Rocha  
 President, Professional Chapter  
 SEIU, Local 1021

APPROVED AS TO FORM



Jeana Zelan  
 Office of the General Counsel



## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 ("SEIU") SECTION 20.1 – UNION REPRESENTATIVES**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") 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 SEIU membership and the BART Board of Directors.

The parties agree that following ratification of the SEIU/BART extension agreement, Section 20.1 shall be modified as follows:

#### **UNION REPRESENTATIVES \***

A reasonable number of Union representatives employed and recognized by the District (to be identified within thirty [30] days of the effective date of this Agreement) shall assist employees in resolving grievances at the lowest possible administrative level. These employees shall be afforded reasonable time away from their normal duties for the conduct of Union business. Authorized Union business shall consist only of investigation and processing of grievances and meetings with the District, and may be conducted without loss of pay or benefits. Meetings with the District shall include instances where there is a District representative in attendance, and/or authorized by the District, e.g., grievance resolution meetings, discipline hearings, arbitration, contract recognized committee meetings, contract negotiations, and training/orientation sessions. In order for Union representatives to be paid while conducting Union business, it must be authorized and conducted on District premises. Union representatives shall not be paid for Union business conducted away from District property except for the following:

#### BART Chapter:

Chapter President;

Two (2) Vice Presidents;

Contract negotiations;

A chief stewards meeting, four (4) hours per month per chief steward with five (5) days prior notice to the District;

Eight (8) hours preparation time for one (1) chief steward per scheduled arbitration;

Eight (8) hours preparation time per scheduled Adjustment Board for one (1) chief steward.



*Tentative Agreement*  
*Section 20.1 – Union Representatives*  
*Between BART and SEIU*

BART Professional Chapter:

Chapter President;  
 Chapter Vice President;  
 Contract negotiations.

Union representatives shall advise their immediate supervisor or his/her designee of their intent to engage in Union business as far in advance as possible. Such request for release time shall include the location, area of the activity, the estimated time needed and the specific nature of the Union business involved. In instances where operational needs prevent the supervisor from granting the specific request, the representative and the supervisor shall immediately pick an alternate, mutually agreed upon time for the future conduct of the requested Union business. Supervisors shall make a reasonable effort to grant authorized Union business as requested or as soon as operationally possible, when the original request cannot be granted. If the supervisor fails to immediately cooperate in the effort to pick an alternate, mutually agreed upon time, the representative shall be allowed release time as originally requested. Misuse of Union business by a Union representative shall subject the Union representative to disciplinary action and/or loss of pay consistent with the terms and conditions set forth in this Agreement. If the Union determines there to be an abuse by the District with respect to the loss of pay and/or the imposition of discipline in this context, the Union shall resort solely to the grievance procedure and seek such remedy as it believes to be appropriate. Self-help in this area will not be countenanced.

In the event of meetings or hearings concerning non- spontaneous matters not requiring immediate resolution, there will be twenty-four (24) hours notice to the immediate supervisor of those employees who are to attend such meetings or hearings. Those employees attending such meetings or hearings must be directly concerned with the subject of the meetings or hearings. In the event the number of employees required in attendance raise operational concerns, a schedule of staggered appearances shall be worked out between the parties.

Upon formal designation, Union representatives employed by the District will not be transferred from the assignment shift or location they hold at the time of their election or appointment unless mutually agreed. They will be given the privilege of using the District's inter-office mail, e-mail, and a telephone as may reasonably be necessary in the conducting of Union business. E-mail use is permissible by stewards for corresponding with District management or individual employees on pending union business if the steward has an assigned PC with e-mail access with no global e-mail use. The District may revoke assignment of any PC at any time. The District will explore the possibility of providing an electronic bulletin board on the District's intranet for posting of notices and information by the Union.

Each member of the duly elected or appointed Union Negotiation Committee attending Union-District meetings and recognized by the District as engaged in the collective bargaining process shall be permitted paid release time for the purpose of preparation for and participation in collective bargaining as follows: Commencing ninety (90) days before the expiration of the contract those members who attend Union- Management meetings will be compensated for actual time spent as a result of such meetings in increments of eight (8) or ten (10) hours. Commencing sixty (60) days before the expiration of the Contract all members of the Union

*Tentative Agreement*  
*Section 20.1 – Union Representatives*  
*Between BART and SEIU*

Negotiating Committee shall be placed on full time paid release which shall continue until the Board of Directors ratifies the contract. At that time members will be placed on a Monday through Friday day shift. Employees on such release may bid for overtime outside such hours provided that such overtime hours do not interfere with attendance at Union-Management bargaining sessions. Employees who are on a shift which regularly receives shift differential shall continue to receive that differential while on full time release. Employees who are on a four-ten (4/10) schedule will continue to receive and charge holidays, sick leave and vacation as though they remain on that schedule while on paid release.

Any other duly elected or appointed committee member performing approved Union-District related business will be compensated by BART for time lost required to accomplish the approved committee work.

BART employees selected by the Union as full-time officials shall have recall rights to their former positions at BART with seniority accruing during such leave. An employee on leave of absence under this Section shall have the option to pay into and continue in Health and Welfare programs. This provision shall be retroactive to January 1, 1971. PERS contributions would be continued to the extent provided by law.

\* MINUTE CLARIFICATION

The parties agree that the number of Union Stewards for the term of this Agreement is as follows:

BART Chapter:

Three (3) full-time representatives (Chapter President and Two (2) Vice Presidents)  
 Twenty-four (24) Chief Stewards  
 Fifty-six (56) Area/Shift Stewards

BART Professional Chapter:

One (1) full-time representative (Chapter President)  
 One (1) Chapter Vice President  
 Three (3) ~~Area~~ **Chief** Stewards

\* MINUTE CLARIFICATION

The parties agree that this proposal resolves all outstanding Union business disputes, including grievances.

\* MINUTE CLARIFICATION

The full release time for the BART Professional Chapter President is for the duration of this agreement. The parties understand that officers of the Professional Chapter will conduct union business in accordance with regular union business leave language provided above and will not have full-time paid release, except to the extent provided above for the professional Chapter President.



*Tentative Agreement*  
*Section 20.1 – Union Representatives*  
*Between BART and SEIU*

Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
 General Manager  
 Bay Area Rapid Transit District



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

APPROVED AS TO FORM



Jeana Zelan  
 Office of the General Counsel

FOR THE UNION



John Arantes  
 President, BART Chapter  
 SEIU, Local 1021



Olivia Rocha  
 President, Professional Chapter  
 SEIU, Local 1021

## **TENTATIVE AGREEMENT**

### **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 ("SEIU") SECTION 28.4 – BASE WAGE SCHEDULE**

**June 14, 2022**

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") 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 SEIU membership and the BART Board of Directors.

The parties agree that following ratification of the SEIU BART extension agreement, Section 28.4 shall be modified as follows:

#### **28.4 BASE WAGE SCHEDULE**

A. The base wage schedule will be implemented and administered as follows:

1. Employees will suffer no loss of pay as a result of the pay progression.
2. Entry and training rates are eliminated.
3. The pay progression of 76.5%, 79.5%, 85%, 90%, and 100% (top rate) apply to all base rates of pay. All percentages are based on the top rate. Movement within the pay steps are based on one year intervals, on the date of hire/anniversary date. The pay progression will apply only one time to each such employee.
4. New employees that are hired will be placed at the first year pay progression rate (76.5%) of their classification pursuant to Section 28.4 Base Wage Schedule. New employees will progress through each successive step based on their date of hire/anniversary date with the District.

B. Fiscal Year 2022

Effective July 1, 2021, and continuing until June 30, 2022, the base salary for bargaining unit members shall remain the same as the 2020-2021 base rate of pay with the addition of the Section 8.2 COLA which was effective on June 30, 2021.

*Tentative Agreement*  
*Section 28.4 – Base Wage Schedule*  
*Between BART and SEIU*

C. Fiscal Year 2023 (“FY23”)

Effective July 1, 2022, **the base salary/wage schedule for bargaining unit members shall be increased by three and one-half percent (3.5%).**

**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, 2022 and January 1, 2023 based on the preceding three (3) months. The calculation of the potential for an increase on July 1, 2022 shall be based on the Average Weekday Ridership for April 2022 through June 2022 (FY22 Q4), and the calculation for the potential for an increase on January 1, 2023 shall be based on the Average Weekday Ridership for October 2022 through December 2022 (FY23 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 FY23 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 FY22 Q4 and FY23 Q2.

Wage increases **based on Average Weekday Ridership** for FY23 shall be based on the table below:

% of Pre-COVID Ridership (410,000)	Average Weekday Ridership	FY23 Wage Increase
60%	246,000	0.40%
65%	266,500	0.50%
70%	287,000	0.75%
75%	307,500	1.00%
80%	328,000	1.20%
85%	348,500	1.40%
90%	369,000	1.60%
95%	389,500	1.80%
100%	410,000	2.00%



*Tentative Agreement*  
*Section 28.4 – Base Wage Schedule*  
*Between BART and SEIU*

D. Fiscal year 2024 (“FY24”)

Effective July 1, 2023, **the base salary/wage schedule for bargaining unit members shall be increased by three percent (3.0%).**

**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:

% 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%

**E. Fiscal Year 2025 (“FY25”)**

**Effective July 1, 2024, the base salary/wage schedule for bargaining unit members shall be increased by four percent (4.0%).**

**E. F. ELECTRONIC/ELECTRO-MECHANICAL ASSEMBLER**

Separate Electronic/Electro-Mechanical Assembler (EEMA) I and Electronic/Electro-Mechanical Assembler (EEMA) II classifications shall be established. The distinction between the two positions is the requirement for Surface Mount Technique (SMT) certification. Employees in the EEM Assembler II classification must be certified for SMT prior to entry into this classification and must re-certify at the District’s expense every two (2) years. The pay for the EEM Assembler I classification is established at the MW-I rate. The hourly rate of pay for the EEM Assembler II classification shall be one dollar (\$1) above MW-I. In the event that an employee in the EEM Assembler II classification is unable to meet the SMT re-certification requirement, they will be reassigned to the EEM Assembler I classification and compensated at the applicable MW-I rate. Other than the rate of pay, such reassignment shall have no other adverse effect on the employee. Any employee may attempt to recertify during the normal District recertification cycle and may, upon successful recertification, return to the Assembler II classification.

All current Electro-Mechanical Assemblers shall, upon the effective date of this Agreement, be classified as Electro-Mechanical Assembler II. The District shall be responsible for recertification of current personnel. Any current employee who is unable to re-certify shall be reassigned to the EEM Assembler I classification and compensated at the applicable MW-I rate of pay. Other than the rate of pay, such reassignment shall have no adverse effect on the employee.

**F. G. UTILITY WORKER AND SYSTEM SERVICE CLASSIFICATIONS**

Upon ratification of the agreement, Utility Worker (UW) and System Service (SSW) classifications will be upgraded as follows:

- a. Upon ratification of this agreement, and retroactive to July 1, 2013, the UW and SSW base wage schedule will increase by twenty-five cents (25) per hour;
- b. Beginning on July 1, 2014, the UW and SSW base wage schedule will increase by an additional twenty-five (25) cents per hour;
- c. Beginning on July 1, 2015, the UW and SSW base wage schedule will increase by an additional twenty-five (25) cents per hour; and
- d. Beginning on July 1, 2016, the UW and SSW base wage schedule will increase by an additional twenty-five (25) cents per hour.

The compensation of the most senior thirty-two (32) System Service Worker shall continue at the rate of MW1 System Service.



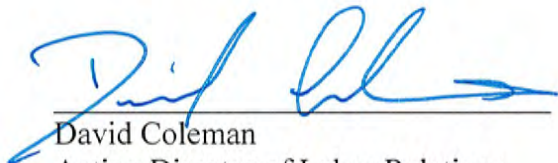
*Tentative Agreement*  
*Section 28.4 – Base Wage Schedule*  
*Between BART and SEIU*

Date: 6/14/22

FOR THE DISTRICT



Robert Powers  
 General Manager  
 Bay Area Rapid Transit District



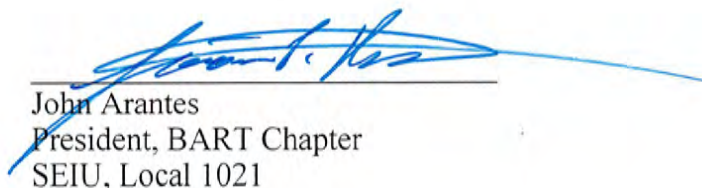
David Coleman  
 Acting Director of Labor Relations  
 Bay Area Rapid Transit District

APPROVED AS TO FORM

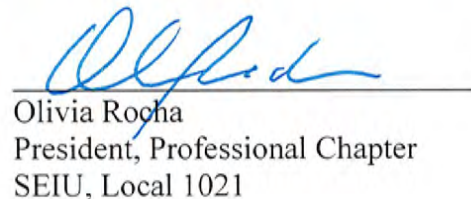


Jeana Zelan  
 Office of the General Counsel

FOR THE UNION



John Arantes  
 President, BART Chapter  
 SEIU, Local 1021



Olivia Rocha  
 President, Professional Chapter  
 SEIU, Local 1021

## TENTATIVE AGREEMENT

June 14, 2022

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union, Local 1021 ("SEIU") 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 SEIU membership and the BART Board of Directors.

Expressly contingent upon agreement between the Parties regarding the terms and conditions of an extension of the CBA, the parties agree to execute the following Side Letter:

### SIDE LETTER OF AGREEMENT

SEIU/SL 22-01

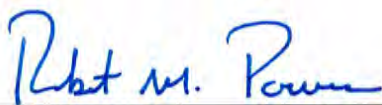
Re: Process Improvement Working Group in Hayward Component Repair Shop

Upon ratification by the parties, this shall constitute a Side Letter of Agreement between the San Francisco Bay Area Rapid Transit District ("District") and the Service Employees International Union, Local 1021 ("SEIU") (hereinafter jointly referred to as "Parties") regarding creating a Process Improvement Working Group in the Hayward Component Repair Shop.

The Parties agree that within ninety (90) days of the ratification of the 2022 contract extension the District and the Union will formulate a working group including the representatives from the District, SEIU Local 1021's BART Chapter and Professional Chapter to discuss work efficiencies in the Hayward Component Repair Shop. The Parties agree that if that group reaches mutual agreement on process or workflow changes to improve efficiencies the parties will make the required changes necessary to implement those changes within ninety (90) days of reaching agreement, and if not, the status quo shall remain in effect.

Date: 6/14/22

FOR THE DISTRICT

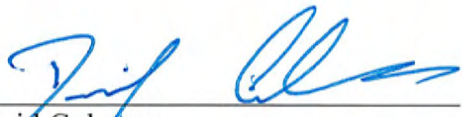


Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION



John Arantes  
President, BART Chapter  
SEIU, Local 1021



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



Olivia Rocha  
President, Professional Chapter  
SEIU, Local 1021

APPROVED AS TO FORM



Jeana Zelan  
Office of the General Counsel

**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.

Date: 6/21/22

FOR THE DISTRICT



Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION

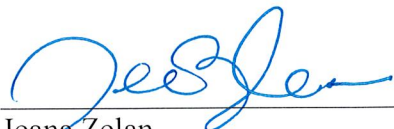


Keith Garcia  
President  
Bart Police Officers' Association



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 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.

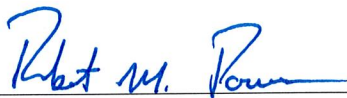
The parties agree that following ratification of the BPOA/BART extension agreement, Section 1.8 shall be modified as follows:

**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

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



Jean 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.~~

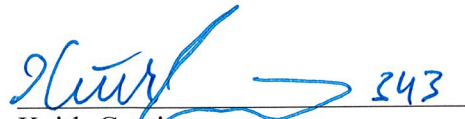
Date: 6/21/22

FOR THE DISTRICT




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 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:

<b>% of Pre-COVID Ridership (410,000)</b>	<b>Average Weekday Ridership</b>	<b>FY24 Wage Increase</b>
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:

<b>% of Pre-COVID Ridership (410,000)</b>	<b>Average Weekday Ridership</b>	<b>FY25 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 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%).**

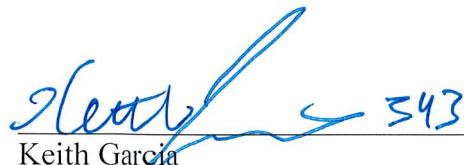
Date: 6/21/22

FOR THE DISTRICT

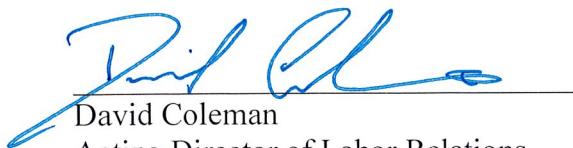


Robert Powers  
General Manager  
Bay Area Rapid Transit District

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



## 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:

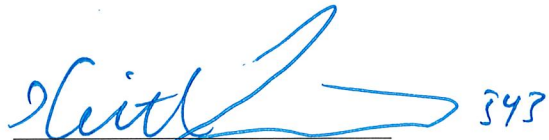
1. Following ratification of the Extension Agreement between BART and the BPOA, BPOA shall dismiss with prejudice the following grievance:
  - a. BART Contracting Out – Grievance (File No. RET/22-0202) originally filed at Step 2 on February 3, 2022.
2. The BPOA agrees to withdraw the grievance with the 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

 343

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

**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~~.

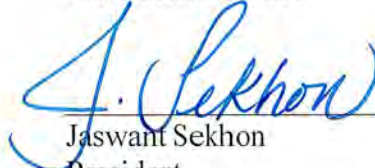
Date: 6/21/22

FOR THE DISTRICT

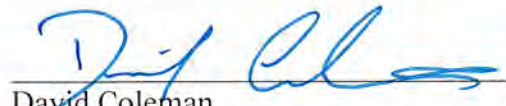


Robert Powers  
General Manager  
Bay Area Rapid Transit District

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:

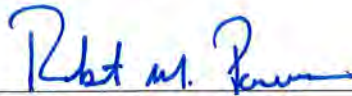
#### **25. AMMUNITION**

~~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

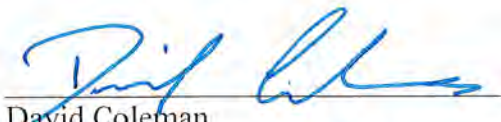


Robert Powers  
General Manager  
Bay Area Rapid Transit District

FOR THE UNION



Jaswant Sekhon  
President  
Bart Police Managers' Association



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



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

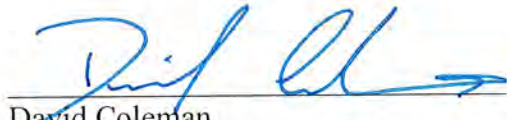


Robert Powers  
General Manager  
Bay Area Rapid Transit District

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:

<b>% of Pre-COVID Ridership (410,000)</b>	<b>Average Weekday Ridership</b>	<b>FY24 Wage Increase</b>
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

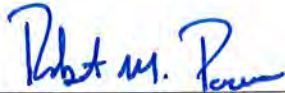
If a Lieutenant is assigned to the Progressive Policing and Community Engagement Bureau, that position shall also be considered a Special Assignment.

### **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

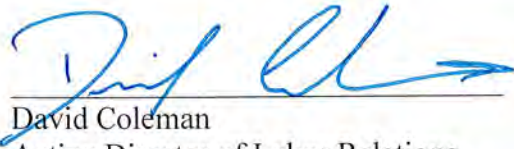


Robert Powers  
General Manager  
Bay Area Rapid Transit District

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





# Ratification of Collective Bargaining Agreements

Board of Directors Meeting  
July 28, 2022



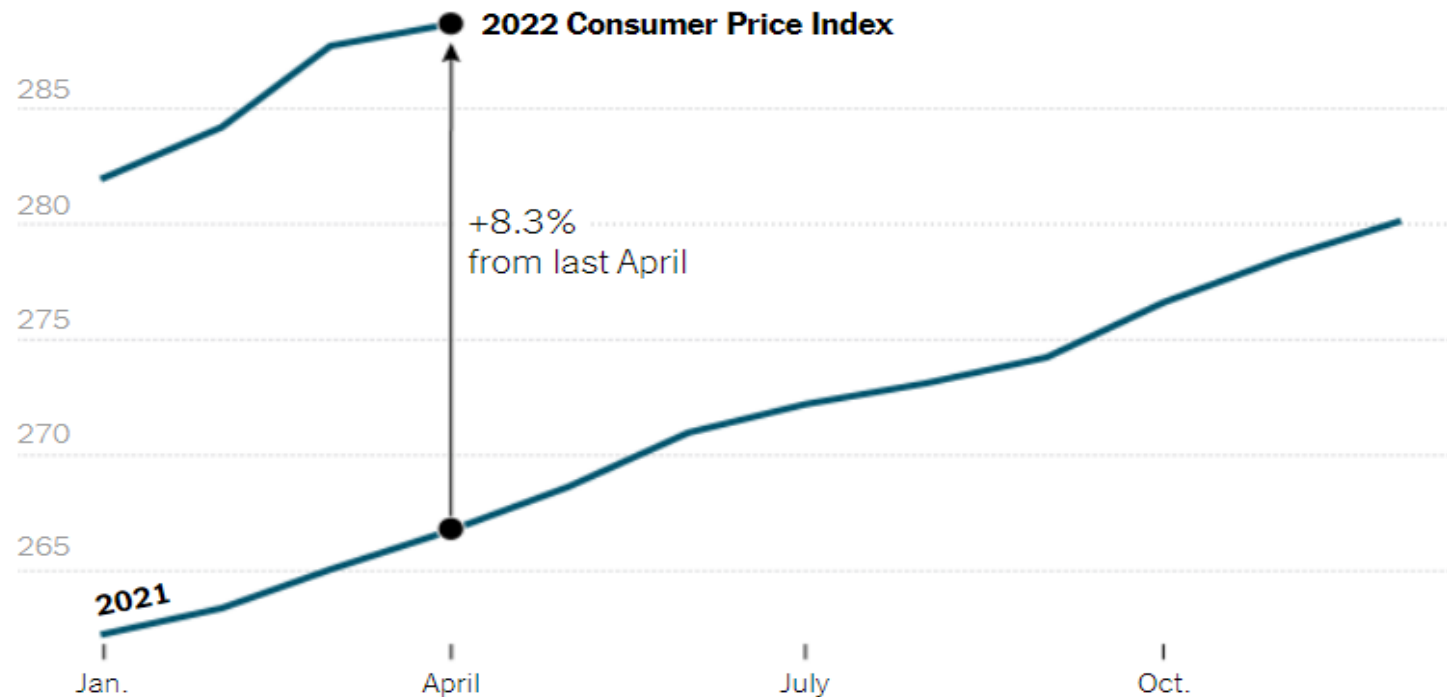
# Background & Context

- Inflation is affecting everybody, including BART employees
  - In all cases, the US—including the Bay Area—is seeing inflation at rates not seen in 40 years
  - Year-over-year increase for 2022 is higher than 8%
- Current ridership trends project 3 years of 0% increases prior to bargaining under current contracts
- Peer agencies agreed to annual increases in current and future years so bargaining in 2024 would be in a labor friendly environment.
- Relative decline of BART wages compared to peer agencies exacerbates our recruitment and retention issues

# Inflation is Increasing Nationally

## A Higher Baseline for Inflation

Prices rose significantly last spring, so the increase now from the year prior is starting from a higher baseline.



Notes: C.P.I. of 100 is equal to prices in 1984. • Source: Bureau of Labor Statistics • By Ella Koeze

<https://www.nytimes.com/2022/05/11/business/economy/april-2022-cpi.html>

# Current Contracts: Raises Unlikely

## FY23 & FY24 Wage Increases Tied to Ridership Recovery

% of Pre-COVID Ridership (410,000)	Average Weekday Ridership	FY23 Wage Increase	FY24 Wage Increase
<60%		0.00%	0.00%
60%	246,000	0.40%	0.75%
65%	266,500	0.50%	0.85%
70%	287,000	0.75%	1.00%
75%	307,500	1.00%	1.25%
80%	328,000	1.20%	1.50%
85%	348,500	1.40%	1.75%
90%	369,000	1.60%	2.00%
95%	389,500	1.80%	2.25%
100%	410,000	2.00%	2.50%

- Under current projections, ridership will reach 59% of pre-COVID ridership by end of FY24, when most contracts end
- As a result, the 60% threshold for wage increases will not be met and staff would assume no increases in the FY23 & FY24 under the current contracts

# What Other Operators Are Doing

Agency	FY 2022	FY 2023	FY 2024	FY 2025	4-Year Total	Comments
<b>BART (Current)</b>	0.0%	0.0%*	0.0%*	OPEN	0.0%+	*Projected, varies with ridership
<b>AC Transit</b>	3.0%	3.4%	3.4%	3.4%	13.2%	Additional appreciation bonus for employees
<b>SFMTA</b>	3.5%	5.25%	4.75%*	OPEN	13.5%+	*2 increases (2.5% and 2.25%) six months apart in FY24
<b>VTA</b>	3.0%	2.0%	4.0%	4.0%	13.0%	\$3,500 additional appreciation bonus for employees
<b>LA Metro</b>	2.0%	3.5%	3.5%	OPEN	9.0%+	Additional appreciation bonus for employees

# Tentative Agreement

- 1-year extension of all labor agreements
  - AFSCME, ATU, and SEIU – Extended until June 30, 2025
  - BPMA and BPOA – Extended until June 30, 2026
- Wage increases in the remaining years of the extended contracts as follows:
  - AFSCME, ATU, and SEIU
    - July 1, 2022 – 3.5%
    - July 1, 2023 – 3.0%
    - July 1, 2024 – 4.0%
  - BPMA and BPOA
    - July 1, 2022 – 2.0%
    - July 1, 2023 – 2.0%
    - July 1, 2024 – 3.0%
    - July 1, 2025 – 3.5%



# Operational Efficiency Gains

- Cap compensatory time use at 180 hours per fiscal year
  - Ensure greater staff coverage and reduce overtime reliance and cost
- Eliminating 4/10 schedule requirements for sergeants and lieutenants
  - Greater ability to adjust work schedules to match departmental needs
- Event Flexibility: Allow part-time employees to bid for special event trains
  - Better event service coverage and less missed runs
- Electronic Bidding
  - More efficient use of employee time

# Future Cost Constraints

- Right-sizing of current workloads
  - Creation of Sub-Classifications
    - Future hiring will provide support at a lower cost as well as increased staffing flexibility to capital projects
    - Encouraging retention through career ladders with multiple promotional opportunities
  - Better Division of Work
    - Assignment of appropriate staff to address shifting needs and better utilize current resources
- Limit vacation accruals leading to budget reductions
  - Capping vacation accruals to new employees saving future unfunded liabilities

# Fiscal Impact of Potential Wage Increase

## Operating Cost Only (Fiscal Runway Impact)

Increase by FY (\$M)	FY23	FY24	FY25	FY26	4-Year Total
FY23 3.5%   2%	14.3	14.3	14.3	14.3	57.2
FY24 3.0%   2%	-	13.8	13.8	13.8	41.3
FY25* 4.0%   3%	-	-	11.6	11.6	23.2
FY26*   3.5%	-	-	-	2.1	2.1
<b>Total</b>	<b>14.3</b>	<b>28.9</b>	<b>39.7</b>	<b>41.8</b>	<b>123.8</b>

## Capital Costs (Primarily Reimbursable, No Runway Impact)

Increase by FY (\$M)	FY23	FY24	FY25	FY26	4-Year Total
FY23 3.5%   2%	5.2	5.2	5.2	5.2	20.8
FY24 3.0%   2%		4.8	4.8	4.8	14.3
FY25* 4.0%   3%			3.5	3.5	7.0
FY26*   3.5%				0.3	0.3
<b>Total</b>	<b>5.2</b>	<b>10.0</b>	<b>13.5</b>	<b>13.8</b>	<b>42.2</b>

*\*FY25 and FY26 costs exclude 2% wage escalation assumed in the 10-year forecast*

Note: Percentage listed first is for AFSCME, ATU, SEIU, and NREP | Percentage listed second is for BPMA and BPOA

# Resolution

- The Board approves the attached resolutions ratifying the extension and creation of successor Collective Bargaining Agreements between the San Francisco Bay Area Rapid Transit District and (1) the Amalgamated Transit Union Local 1555 (ATU), July 1, 2021 – June 30, 2025; (2) the Service Employees International Union, Local 1021 (SEIU), July 1, 2021 – June 30, 2025; (3) the American Federation of State, County, and Municipal Employees (AFSCME), Local 3993, July 1, 2021 – June 30, 2025; (4) the BART Police Managers Association (BPMA), July 1, 2018 – June 30, 2026; and (5) the BART Police Officers Association (BPOA), July 1, 2018 – June 30, 2026.

# Discussion





## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <i>Michael Jones</i>  <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b> Approve and Send to Board		
<b>DATE:</b> 7/11/2022      7/20/2022		<b>BOARD INITIATED ITEM:</b> No		
<b>Originator/Prepared by:</b> Linda Lee <b>Dept:</b> Strategic Engineering <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Linda Lee</i>  <small>9FA454A5AF83469...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/18/2022</div>	<b>General Counsel</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Jana Belan</i>  <small>F8FD7B3A73E74E8...</small> </div> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Chris Gan</i>  <small>EE11C8CEEEA04FD...</small> </div> <div style="text-align: right;">7/18/2022 [ ]</div>	<b>District Secretary</b> <div style="text-align: right;">[ ]</div>	<b>BARC</b> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> <small>DocuSigned by:</small>  <i>Shane Edwards</i>  <small>8128A2EB2F014F3...</small> </div> <div style="text-align: right;">7/19/2022 [ ]</div>

### Sole Source Procurement for Maintenance Vehicle Consist (MVC) (Two Thirds Vote Required)

#### PURPOSE:

To request Board authorization for the General Manager to negotiate and execute a contract with Shimmick/California Engineering Contractors (CEC) Joint Venture (JV) for the sole source procurement of Maintenance Vehicle Consist (MVC), which consists of three (3) locomotives, thirteen (13) flat cars with attached accessories, and associated spare parts in accordance with California Public Contract Code Section 20227. The amount of this sole source procurement is estimated to be nine million two hundred thousand dollars (\$9,200,000.00), including 10.25% sales tax and 10% contingencies. Two thirds vote required.

#### DISCUSSION:

Locomotives serve as a crucial vehicle within the District for the moving of equipment and the support of the District's state of good repair as well as upcoming critical in-house projects such as the A77 interlocking replacement project (currently in progress) and the upcoming K-Line interlocking replacement project that will start in 2023.

In 1969 and 1970, the District purchased two (2) locomotives following completion of the legacy system construction. While these locomotives have served the District well, they are well past their 25 year useful lives, requiring the District to undertake ongoing maintenance and costly repairs.

Efforts were made to procure two (2) new locomotives under Contract 15TD-220 in 2015

“66-inch Wide Gauge 50 Ton Locomotive” and four (4) new locomotives with Invitations For Bid (IFB) 9070 in 2019 and IFB No. 9070A “60 Ton Wide Gauge, Center Cab” in 2021, but, each time, all bids were deemed non-responsive. The District has been working on a procurement package for four (4) new locomotives, however, if successful, the earliest the District can receive the first locomotive would be in 2025 due to lead time associated with design and manufacture.

Consequently, the District has sought a used set of locomotives compatible with BART operational requirements until a new procurement for locomotives can be developed in order to address the increasing amount of maintenance and capital work that will be occurring within the District in the coming years mainly due to aging infrastructure. If there is a delay in purchasing the used locomotives, upcoming maintenance and capital work would be impacted leading to inability to maintain state of good repair and potential train delays. Recently, the District has been offered a rare opportunity to purchase a pre-owned, operational Maintenance Vehicle Consist (MVC). This MVC was purchased by Shimmick/CEC JV in 2018 in order to undertake work for the TransBay Tube (TBT) retrofit project. Shimmick/CEC JV is the contractor for the TBT retrofit project and is required to demobilize the equipment at the end of that project.

Site visits were made on June 9 and June 15, 2022, to inspect the MVC. Based on visual inspection by engineering staff, the condition of the MVC appears to be in excellent or “like new” condition. Additionally, because of the demands and stringent requirements of the TBT project, the TBT contractor has to complete daily inspections and regular maintenance on the MVC by qualified technicians to prevent delays during construction. Samples of maintenance records were submitted and reviewed by the District.

Federal Transit Administration (FTA) Circular 4220.1F, Chapter VI, subparagraph 3.i(1)(b) states that a recipient of FTA funding can make a sole source award under certain circumstances, including where “Unique or Innovative Concept” and “Substantial Duplication Costs” would preclude competitive award to the recipient.

This sole source procurement of the MVC is considered a “Unique or Innovative Concept” as the MVC fits the description of a used, low-cost maintenance vehicle solution for the District specifically fabricated to fit BART’s unique sixty-six inch (66”) track gauge and BART clearance envelope with special equipment integrated to complete tasks that can save enormous labor during construction. In addition, the MVC is already on District property and operations personnel are already trained and familiar with operating the MVC. Furthermore, because the District has already made a substantial investment of its own resources into the production of this MVC for the TBT project, the cost and time needed to design, solicit, and manufacture a brand new locomotive and set of flat cars would constitute ‘Substantial Duplication Costs’ for the District when the District is only in need of a used, low-cost train consist at this time to conduct maintenance activities. If purchased new from a vendor, there would be an additional \$800,000 estimated cost to the District; for shipping

and handling, mobilizing, testing, commissioning (approximately \$540,000), and operators training (approximately \$260,000). Since the MVC is already on District property and BART operators are already familiar with this equipment, this amount is considered a savings to the District.

Pursuant to the Public Contract Code Section 20227, the Board may direct the purchase of any supply, equipment or material without observance of competitive bidding upon a finding by two-thirds of all members of the Board that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating or replacing equipment currently in use. Under the criteria discussed above for 'Unique or Innovative Concept' and 'Substantial Duplication Costs', this MVC would constitute a 'single source of supply' solely for the purpose of replacing the District's legacy locomotives.

Staff is now seeking to enter into direct negotiations with Shimmick/CEC JV for the sole source purchase of the MVC. The scope of work for this procurement will consist of the transfer of ownership of the MVC to the District along with the purchase of spare parts, attached accessories, and complete maintenance records specific to the MVC. BART anticipates that transfer of the MVC would commence at the end of 2022, following contract completion of the TBT project.

The amount of this sole source procurement is estimated to be nine million two hundred thousand dollars (\$9,200,000.00), including 10.25% sales tax and 10% contingencies. The engineer's estimate was calculated to be \$9,601,390.53, including sales tax, for the current cost of the MVC using the depreciation method. The District completed an internal audit and found that the engineer's estimate is fair and reasonable.

Pursuant to the District's Disadvantaged Business Enterprise ("DBE") Program, the Office of Civil Rights reviewed the scope of work for this Sole Source procurement and determined that there were no DBE subcontracting opportunities; therefore, no DBE participation goal was set for this procurement.

The Office of General Counsel will approve the Contract as to form. The Procurement Department will review the Contract to confirm compliance with the District's procurement standards.

### **CAPITAL FISCAL IMPACT:**

Funding of \$9,200,000 for the sole source procurement of the MVC is included in the total Project Budget for FMS # 15TD003 – FY 2018 NRVE Procurement.

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

expended from the following sources:

<b>Fund Description</b>	<b>Amount</b>
F/G 8524/8529/8530/8532 - Capital Improvement Allocation	\$6,356,119
F/G 3015/3017/3609 - Federal Transit Administration	\$22,149,750
<b>TOTAL</b>	<b>\$28,505,869</b>

As of 07/11/2022, \$28,505,869 is the total budget for this project. BART has expended \$331,851, committed \$1,682,215, and reserved \$0 to date. This action will commit \$9,200,000 leaving an available fund balance of \$17,291,803 in the fund sources for this project.

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

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

#### **ALTERNATIVE:**

The Board may elect not to authorize the General Manager to execute this sole source procurement for the MVC with Shimmick/CEC JV. Choosing not to execute this sole source procurement would result in increased risks to maintenance and capital improvement projects and continued costly maintenance and repairs of the existing locomotives.

#### **RECOMMENDATIONS:**

Recommend that the Board approve the following motion:

#### **MOTION:**

Pursuant to California Public Contract Code Section 20227, the Board of Directors finds that Shimmick/CEC JV is the single source for the purchase of the MVC described herein.

The Board authorizes the General Manager to negotiate and execute a contract with Shimmick/CEC JV for the purchase of the MVC for an amount not to exceed \$9,200,000.00 (including applicable taxes).

To Request Board Authorization to Negotiate and Execute a Contract for the Sole Source Procurement of MVC





## EXECUTIVE DECISION DOCUMENT

<b>GENERAL MANAGER APPROVAL:</b> <div style="float: right; border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <i>Michael Jones</i>  <small>47000790F2D7463...</small> </div>		<b>GENERAL MANAGER ACTION REQ'D:</b>		
<b>DATE:</b> 7/13/2022      7/21/2022		<b>BOARD INITIATED ITEM:</b> No		
<b>Originator/Prepared by:</b> Scott Van Dussen <b>Dept:</b> Core Capacity Project Delivery <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Scott Van Dussen</i>  <small>B96DFC5A3C1443A...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/20/2022</div>	<b>General Counsel</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Jana Belan</i>  <small>F8FD7B3A73E74E8...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/20/2022 [ ]</div>	<b>Controller/Treasurer</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Chris Gan</i>  <small>EE11C8CEEEA04FD...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/20/2022 [ ]</div>	<b>District Secretary</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Shane Edwards</i>  <small>8128A2EB2F014F3...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/20/2022 [ ]</div>	<b>BARC</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>DocuSigned by:</small>  <i>Shane Edwards</i>  <small>8128A2EB2F014F3...</small> </div> <b>Signature/Date:</b> <div style="text-align: right;">7/20/2022 [ ]</div>

### Change Order No. 52 to Contract No. 40FA-110 Procurement of Transit Vehicles - Revised Not-to- Exceed Expenditures Authorization

#### PURPOSE:

To authorize an increase in the not-to-exceed authorization of Change Order No. 052 for Contract No. 40FA-110, Design Engineering for Communications Based Train Control (CBTC) Revenue Vehicle Interface, by \$5,050,000, for a revised not-to-exceed amount of \$6,500,000.

#### DISCUSSION:

Alstom Group North America (Alstom) (previously Bombardier) is delivering 775 new Fleet of the Future (FOTF) revenue vehicles under Contract No. 40FA-110 (FOTF Contract). Contract No. 40FA-110 was awarded in 2012 for \$630,502,694, plus applicable tax and escalation for the Base Contract of 260 vehicles. Option 1 for \$265,832,100 for 150 vehicles, Option 2 for \$265,832,100 for 150 vehicles, Option 3 for \$203,804,610 for 115 vehicles, and Option 4 for \$169,346,620 for 100 vehicles were subsequently exercised.

On January 9, 2020, the BART Board authorized the General Manager to award Contract No. 49GH-110 to Hitachi Rail STS USA, Inc. (Hitachi) for the Design-Build of a Communications Based Train Control System (CBTC Contract) for the price of \$798,551,928, (including all taxes). This Contract was subsequently awarded on September 16, 2020 and executed on September 30, 2020. Notice to Proceed was issued on November 2, 2020.

Since Alstom is most familiar with the physical structure, subsystems and software of the FOTF revenue cars, and a number of on-board vehicle systems are proprietary to Alstom,

the District engaged Alstom to perform FOTF vehicle-CBTC interface design work under Change Order 52, which the Board authorized in March 2021 for a not-to-exceed amount of \$1,450,000. The CBTC vehicle interface design work was issued to Alstom to allow them to perform the Design Engineering for CBTC interface in the vehicle and its components under FOTF Contract. Design Engineering continues with Alstom to provide CBTC interface cooperability and function with VATC, Train Control Management System (TCMS), Doors, Propulsion, Brakes, Trainlines, Passenger Information System (PIS), and Cab Controls. This increase in price is a result of scope changes and increased time from 6 months to 15 months to perform the work.

Under Board Rule 5-2.3, any Change Order over \$500,000 requires prior Board approval. Staff is now requesting Board approval to increase the not-to-exceed expenditure authorization for Change Order No. 052 from \$1,450,000 to \$6,500,000, an increase of \$5,050,000, to complete the Design Engineering work. If the District does not provide Alstom with additional funds to perform the Change Order 52 scope of work, Alstom's work on CBTC interface will stop, resulting in schedule impacts to CBTC Contractor.

The Procurement Department will review this Change Order No. 052 prior to execution for compliance with procurement guidelines. The Office of General Counsel will approve the Change Order to form, prior to execution.

#### **FISCAL IMPACT:**

Funding for the additional not to exceed amount of \$5,050,000 for Change Order No. 052 to Contract No. 40FA-110 is included in the total project budget for FMS# 49GH004 – CBTC Hitachi D-E (49GH-110).

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

<b>Proposed Funding</b>	
F/G 354S - FTA CA-2020-047 TBCCCP FFGA	\$352,570,802
F/G 354U - FTA CA-2021-223-00 ARP	\$18,873,393
F/G 546A/B - TIRCP TCCCP	\$318,600,000
F/G 802B/C - Measure RR GOB	\$324,587,313
F/G 8525/8531 - Operating to Capital Allocation	\$109,002
<b>TOTAL</b>	<b>\$1,014,740,509</b>

As of July 13, 2022, \$1,014,740,509 is the total budget for this project. BART has expended \$99,167,583, committed \$178,314,523, and reserved \$120,302 to date. This action will commit \$5,050,000, leaving an available fund balance of \$732,088,101 in these fund sources for this project.

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

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

**ALTERNATIVES:**

Not authorizing the General Manager to execute Change Order No. 052 will result in delays to CBTC Contract.

**RECOMMENDATION:**

Adoption of the following motion:

**MOTION:**

The General Manager is authorized to execute a revised Change Order No. 52 for Design Engineering for CBTC Vehicle Interface for Contract No. 40FA-110 to Alstom Group North America for an amount not to exceed \$6,500,000, an increase of \$5,050,000 from the prior authorized amount.

## SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

---

### MEMORANDUM

**TO:** Board of Directors

**DATE:** July 22, 2022

**FROM:** General Manager

**SUBJECT:** Update to BART Police Department's Progressive Policing Bureau

Attached is an updated presentation outlining the BART Police Department's Progressive Policing and Community Engagement Bureau's current staffing, deployment plans, efforts, and other pertinent information related to the Bureau.

If you have any questions about this presentation, please contact Ed Alvarez, Chief of Police, at (510) 464-7080.

DocuSigned by:

*Michael Jones*

47000790F2D7463...

Robert M. Powers

cc: Board Appointed Officers  
Deputy General Manager  
Executive Staff



# BART POLICE DEPARTMENT (BPD)

Progressive Policing and Community Engagement Bureau

July 28, 2022





# AGENDA

**OUR COMMITMENT TO PROGRESSIVE POLICING OVERVIEW**

**PROGRESSIVE POLICING BENCHMARKS**

**TRANSIT AMBASSADORS**

**PROGRESSIVE POLICING TODAY**

**FARE INSPECTIONS**

# OUR COMMITMENT TO PROGRESSIVE POLICING & THE DISTRICT

# WHAT IT MEANS TO BE A CRISIS INTERVENTION SPECIALIST



# FRONTLINE RESPONSE

- The co-responder model has a positive and measurable effect on individuals in crises by minimizing exposure to the justice system through collaborative alternatives.
- This includes training to better deescalate intense or emotional crisis situations without using force.
- The success of the model depends on strong collaborative partnerships between the police, local service providers, and advocates to provide comprehensive community-based responses to individuals in crisis.



# BART PD's PROGRESSIVE POLICING CLASSIFICATIONS

Sworn	Supervisor of Crisis Intervention and Outreach Programs	Crisis Intervention Specialist	Transit Ambassador
<ul style="list-style-type: none"> <li>• Supervises</li> <li>• Patrols</li> <li>• Responds</li> <li>• Proactive</li> <li>• Reactive</li> <li>• Armed</li> <li>• Uniformed</li> </ul>	<ul style="list-style-type: none"> <li>• Supervises</li> <li>• All skillset of Crisis Intervention Specialist (CIS)</li> <li>• Monitor and deploy CIS</li> <li>• County/City homeless coordination</li> <li>• Monitor Quality of Life (QOL) data w/ system</li> <li>• Unarmed</li> <li>• Plain clothes</li> </ul>	<ul style="list-style-type: none"> <li>• Engage those experiencing QOL issues; identify potential services for mental health, crisis intervention, homeless and supportive housing services</li> <li>• Coordination w/ field reps from counties and cities</li> <li>• BART point for Hot Teams</li> <li>• Proactive</li> <li>• Reactive</li> <li>• Unarmed</li> <li>• Clothing with BART logo</li> </ul>	<ul style="list-style-type: none"> <li>• Presence in system</li> <li>• Observe and report</li> <li>• Proactive</li> <li>• Max visibility on trains</li> <li>• Unarmed</li> <li>• BART uniform</li> </ul>


















# CURRENT STAFFING LEVELS

Title	# Positions	# Filled Positions	# Open Positions	Target Fill Date
Crisis Intervention Supervisor	2	1	1	Filled – August 2022
Crisis Intervention Specialist	20	16	4	Late September 2022
Transit Ambassador	10	9	1	August 2022
Crisis Response Sergeant	2	1	1	December 2022
Crisis Response Officer	10	8	2	December 2022
Community-Oriented Policing CSO	2	2	0	Filled
Total	46	39	7	--

\*The Deputy Chief position is Currently Open for Recruitment

# CURRENT DEPLOYMENT PLAN

Line	Deployment Location	Staffing	Hours
Red (Purple)	Balboa Park	  	4:00am – 12:00pm
Yellow	Walnut Creek	  	4:00am – 12:00pm
Green	Castro Valley	  	4:00am – 12:00pm
Orange	El Cerrito Del Norte	  	4:00am – 12:00pm
Blue	Lake Merritt	  	4:00am – 12:00pm



Crisis Intervention Specialist



Sworn Officer

**\*3 additional teams  
deployed during  
evening hours.**

# FULL STAFF DEPLOYMENT PLAN

Line (Zone)	Deployment Location	Staffing Per Shift	Hours
Yellow	Walnut Creek	2 Crisis Intervention Specialists, 1 Police Officer	4:00am – 12:00pm; 4:00pm – 12:00am
Green (Pink)	Fremont / Berryessa	2 Crisis Intervention Specialists, 1 Police Officer	4:00am – 12:00pm; 4:00pm – 12:00am
Orange	El Cerrito Del Norte	2 Crisis Intervention Specialists, 1 Police Officer	4:00am – 12:00pm; 4:00pm – 12:00am
Blue	Castro Valley	2 Crisis Intervention Specialists, 1 Police Officer	4:00am – 12:00pm; 4:00pm – 12:00am
Red (Purple)	Balboa Park	2 Crisis Intervention Specialists, 1 Police Officer	4:00am – 12:00pm; 4:00pm – 12:00am

# COUNTY RESOURCES BY LINE

## ZONE 1 – A LINE

(Alameda County)

- Operation Dignity – Unsheltered Outreach
- Behavioral Health Mobile Crisis Team
- Amber House

## ZONE 2C – C LINE

(Central & East Contra Costa County)

- C.O.R.E. Homeless Outreach
- Mobile Crisis Response Team
- Trinity Center

## ZONE 2R – R LINE

(Contra Costa County – El Cerrito, Del Norte, & Richmond)

- C.O.R.E. Homeless Outreach
- Mobile Crisis Response Team
- GRIP

## ZONE 3 – L LINE

(Alameda County)

- La Familia Counseling Services/CARES
- Abode Services
- Swords to Plowshares

## ZONE 4 – M LINE

(San Francisco City & County)

- Mission Neighborhood Resource Center
- The Navigation Center

## ZONE 5 – W LINE

(San Mateo County)

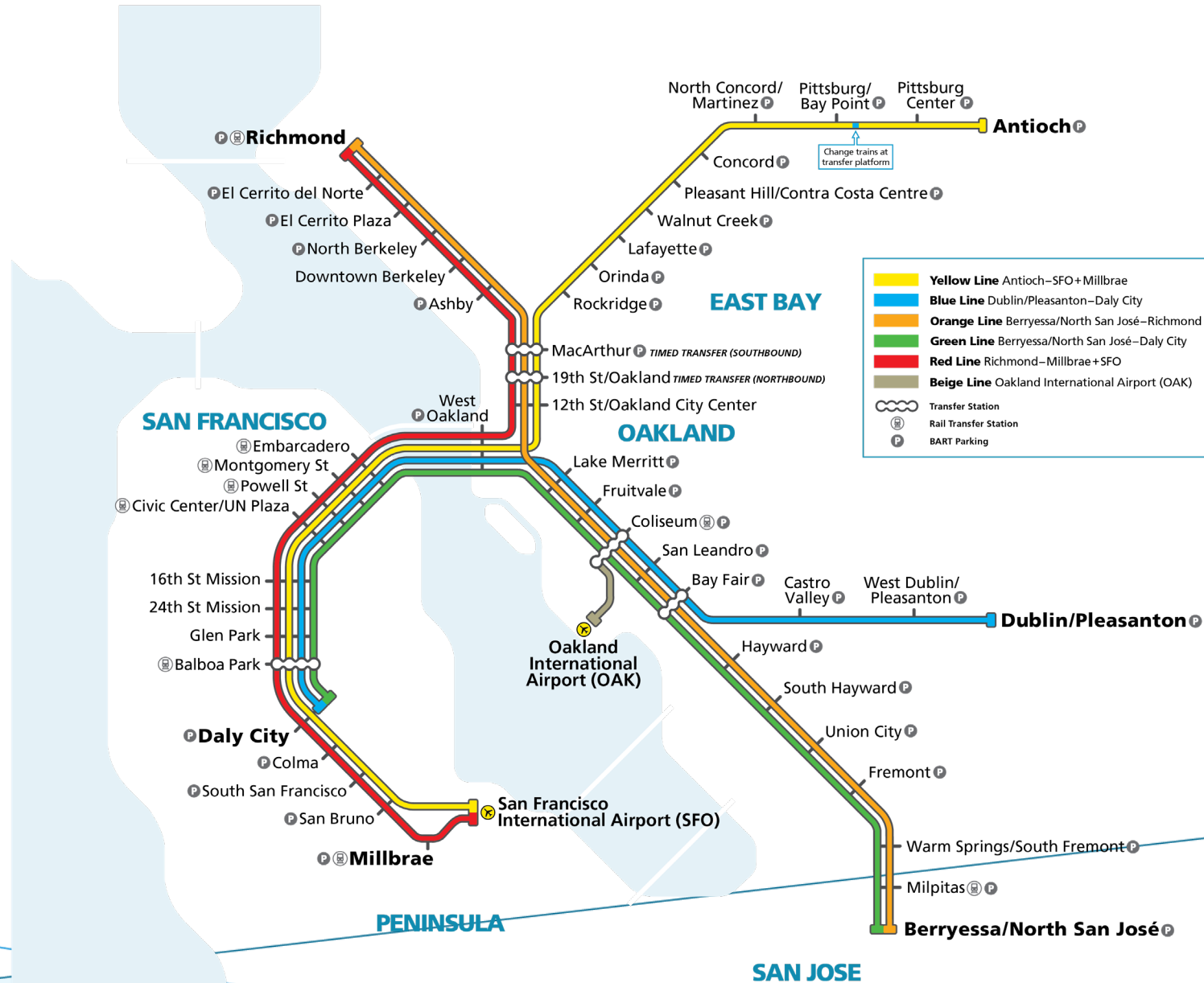
- LifeMoves Outreach Services
- SMART Vehicle
- Star Vista's First Chance Sobering Center

## ZONE 6 – S LINE

(Santa Clara County)

- HomeFirst
- LifeMoves Outreach Services
- Santa Clara County Mental Health Services

# LINE STRUCTURE





# PROGRESSIVE POLICING & BART PD STATISTICS

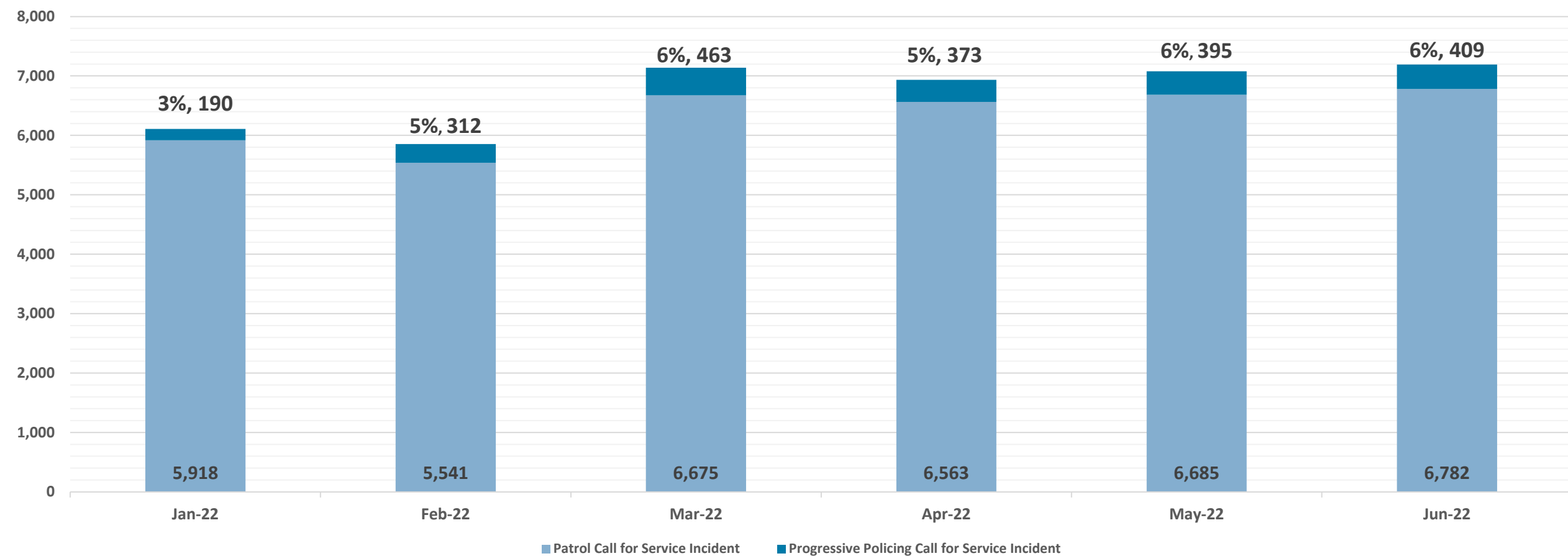
# TOTAL BPD QOL CALLS FOR SERVICE

## (JANUARY – JUNE 2022 YTD)

Quality of Life Calls for Service Systemwide	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022
Disturbing the Peace	374	307	377	394	371	458
Lodging	20	19	28	32	31	43
Panhandling	17	13	10	8	6	13
Psychological Evaluation	110	90	114	85	143	96
Welfare Check	1,310	1,151	1,456	1,576	1,455	1,471
Willfully Disturbing Others	9	6	14	17	11	15
<b>Total</b>	<b>1,840</b>	<b>1,588</b>	<b>2,000</b>	<b>2,113</b>	<b>2,018</b>	<b>2,096</b>

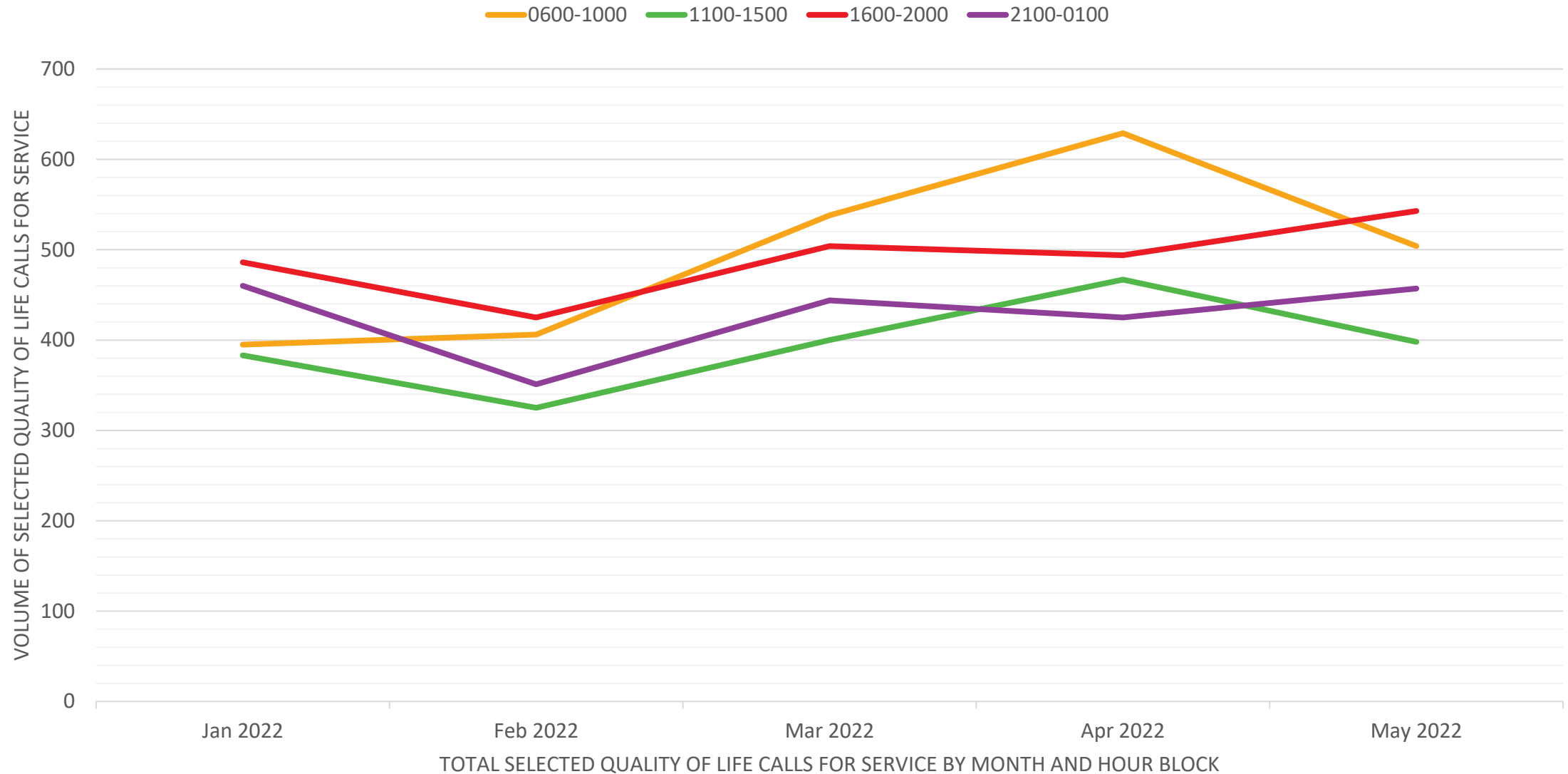
**TOTAL NUMBER OF  
CALLS OVER THE  
LAST 6 MONTHS  
11,650**

# MORE CALLS DIVERTED TO PROGRESSIVE POLICING (JANUARY – JUNE 2022 YTD)



TOTAL CALLS DIVERTED 2,142

# QUALITY OF LIFE CALLS BY HOUR



# TRANSIT AMBASSADOR UPDATES



# AMBASSADOR RESPONSIBILITIES

- Highly visible to the public.
- Answers questions and responds to complaints and requests while riding trains.
- Identify, report, and document the following to OCC or BPD:
  - Inappropriate behavior.
  - Safety and security issues on/in the system.
  - Biohazards.



# TRANSIT AMBASSADOR CONTACTS



	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jan-Jun Total
Total Train Rides	961	1,069	1,239	842	857	879	5,847
Total Platform Checks	997	1,087	1,247	825	852	900	5,908
Total Educational Contacts	283	277	429	296	317	632	2,234
Total Patron Contacts	421	452	709	497	413	604	3,096
Total # of Masks Given Out	331	363	784	461	175	87	2,201

# BART PD'S PROGRESSIVE POLICING TO DATE

# PROGRESSIVE POLICING EVOLUTION

## Action Plan

*Implement Pilot Crisis Intervention teams consisting of:*

- Supervisor of Crisis Intervention and Outreach Programs
- Crisis Intervention Specialists
- Officers

## Short Term

*Add resources dedicated to BPD Progressive Policing Bureau.*

- Partnerships
- Grants

## Medium Term

Establish response protocol and establish accountability.

- Policy
- Action Plan
- Training Plan
- How success is measured

*Establish response Protocol*

## Long Term

*Evaluate program for 18-month period by setting data driven benchmarks and reevaluate to determine the next steps that need to be made.*

*We are here*

# SUCCESSFULLY BEING THE CHANGE

1. Increased the number and type of civilian staff to respond to societal issues.
2. Established more collaboration with human services organizations and counties.
3. Engage and educate the public on BART rules, current BART efforts, and issue reporting options.
4. Provided additional training and improve hiring practices in BPD.
5. Engaged frontline workers in first response.



# WHAT TO EXPECT IN THE FUTURE

2022

2023

Hiring of Second Supervisor of Crisis Intervention and Outreach Programs by September 2022.

Full Staffing by this Fall.

Full Deployment on Every Line from 4:00am-12:00pm (5 teams) and 4:00pm-12:00am (5 teams).

Continuous Professional Training for All Bureau Employees that Meet or Exceed Industry Standards.

Building Partnerships with Community Based Organizations to Assist with Referrals of Resources.

Create a Snapshot of Quarterly Reports that will be Published on BART.Gov

# SUCCESS STORIES BY LINE

## **A Line**

An unhoused person was connected with a same day temporary housing that would lead to placement into long term program.

An individual from out of state taken to Cherry Hill for detox and temporary housing support.

## **R Line**

An unhoused person was reunited with their family after years of no contact.

## **C Line**

Two people with self-identified developmental disabilities were provided assistance and reunited with their supportive housing.

## **M Line**

An individual from the Los Angeles area, in crisis on the BART system, was provided support and connected to Linkage Center at the Civic Center for successful assistance in returning home to Southern California.

## **W Line**

An individual with mental illness assisted to sobering center then into emergency housing.



# FARE INSPECTIONS

July 28, 2022

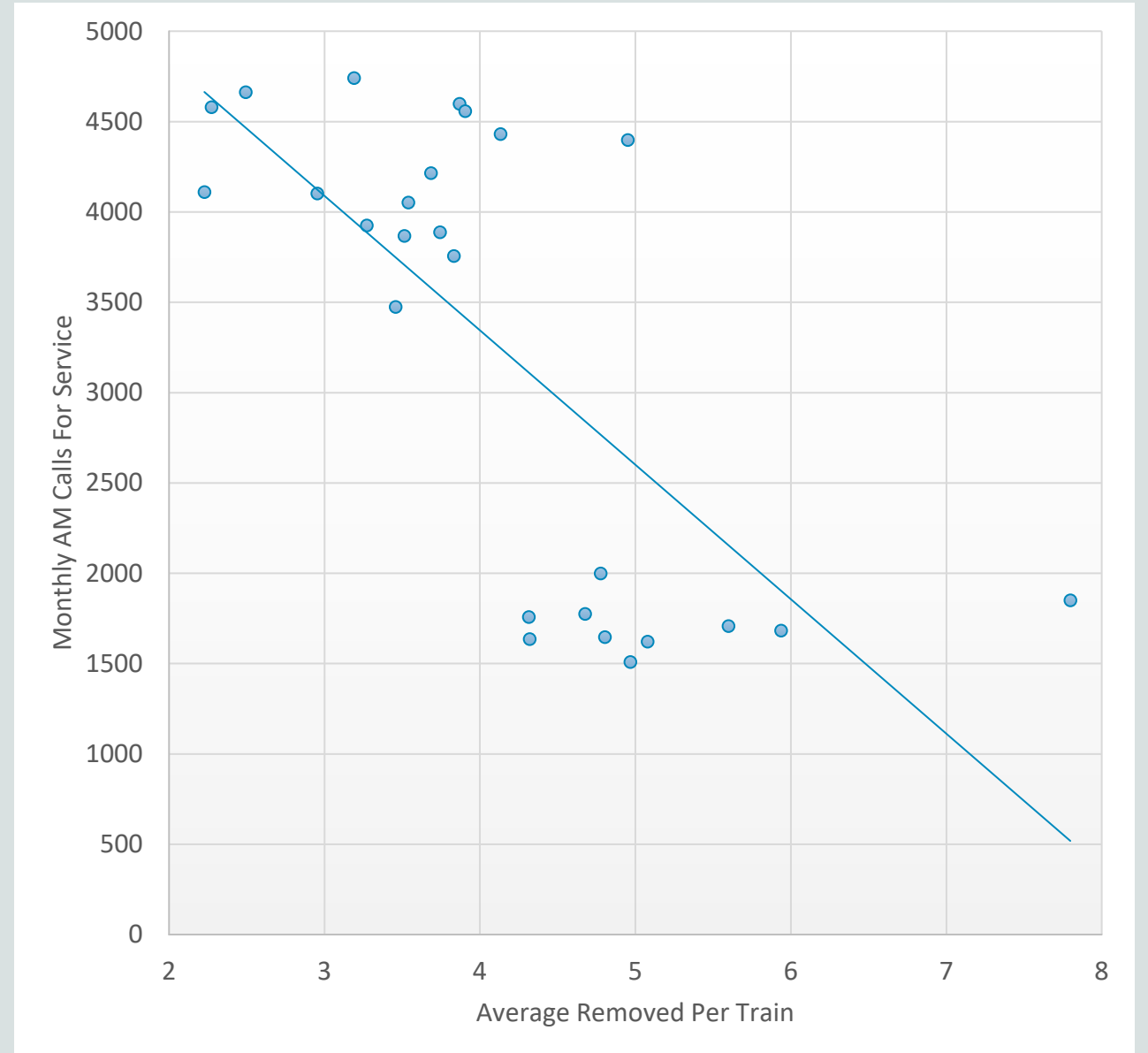


# REDUCTION IN CALLS FOR SERVICE

**DATA SHOWS A SIGNIFICANT CORRELATION  
BETWEEN THE PROOF OF PAYMENT  
INSPECTIONS AND A DECREASE IN THE  
NUMBER OF CALLS FOR SERVICE.**

\*Monthly AM calls for service range from 3,500 to more than 4,500 when the average number of people removed per train is 2-4.

\*Monthly AM calls for service drop to fewer than 2,000 when the average number of people removed per train is 5 or more.



# SURVEY ON OUR EFFORTS

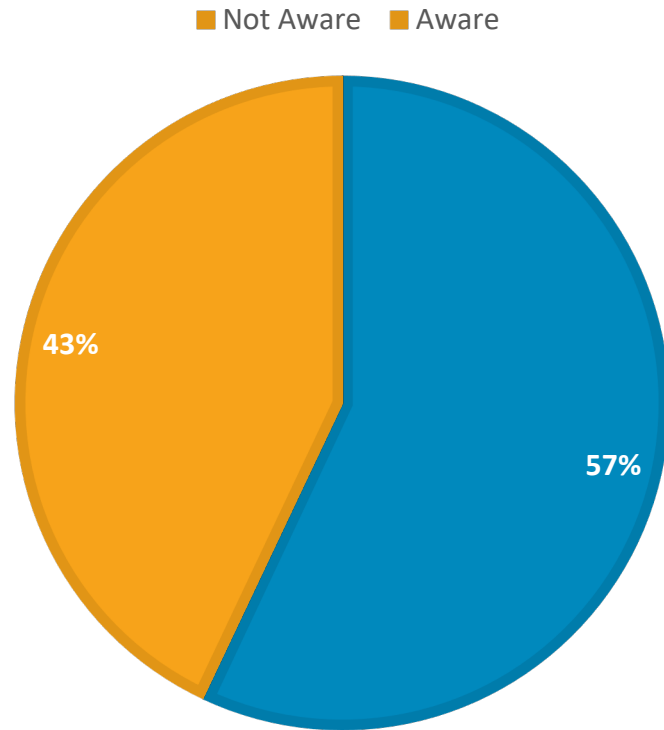
- An online survey was offered to both BART employees and riders.
- Respondents were asked their opinion of the BART Fare Inspections conducted at the Embarcadero Station during the morning commute.
- The survey was open on the following dates:
  - Employee: February 11 – 28, 2022
  - Rider: February 14- 28, 2022



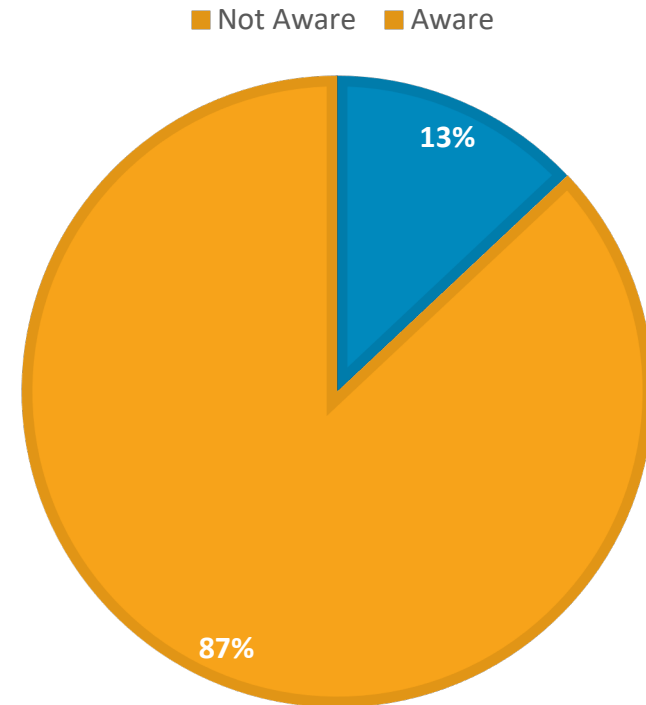
# AWARENESS OF FARE INSPECTIONS

FORTY-THREE PERCENT OF RIDERS AND 87% OF EMPLOYEES WERE AWARE OF THE FARE INSPECTIONS.

RIDER AWARENESS

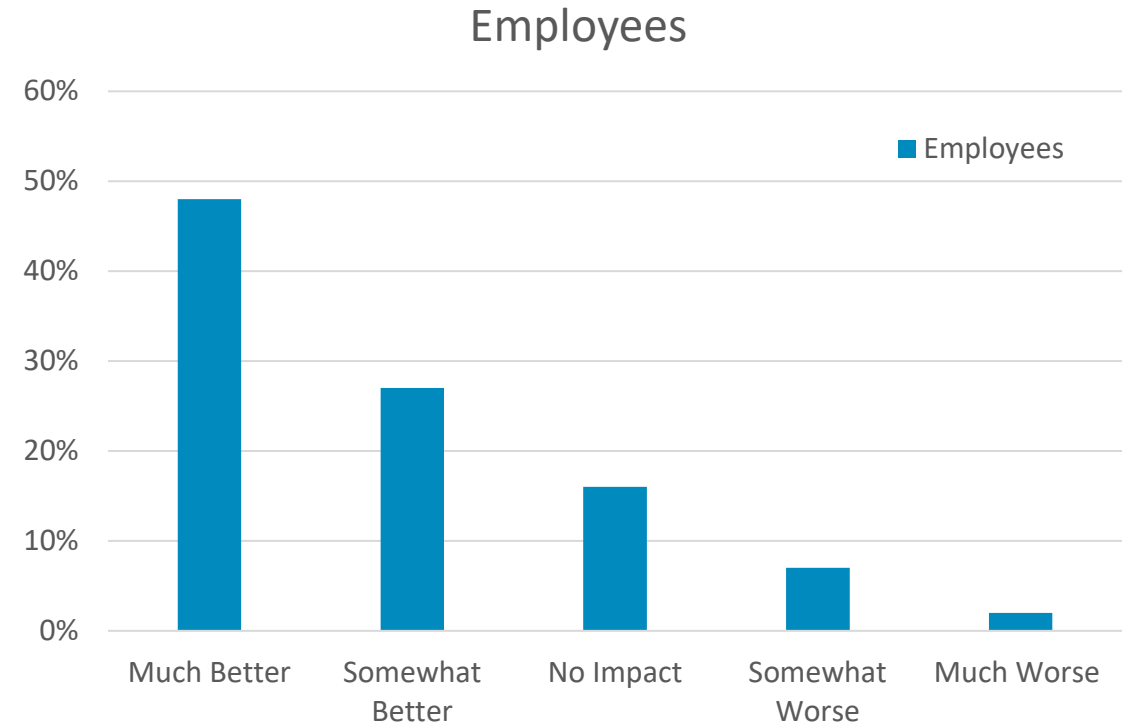
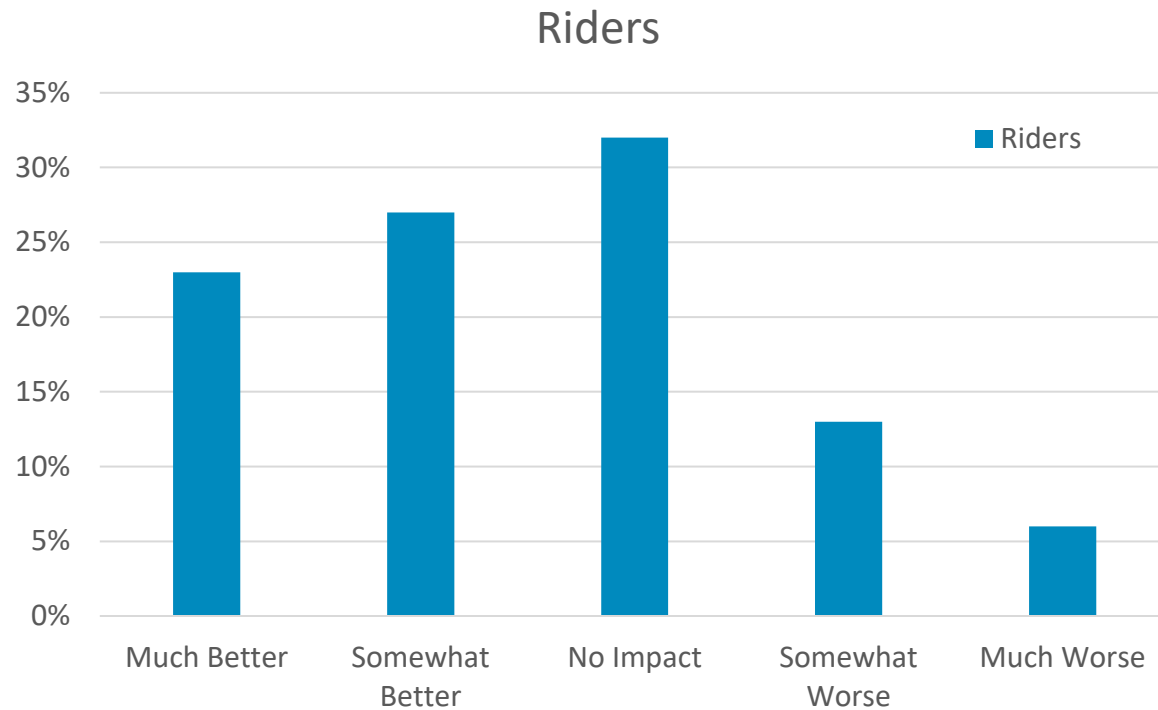


EMPLOYEE AWARENESS



# PERCEIVED IMPACT OF FARE INSPECTIONS WAS MOSTLY POSITIVE

Riders and employees felt the inspections would either be a positive or have no impact on rider experience.



# HISTORY OF FARE INSPECTION PROGRAM

- In early March 2018, Fare Inspectors increased physical presence on trains and in stations.
  - This was to deter fare evasion, encourage compliance over time and promote customer equity sending the message that everyone must pay their fair share.
- Fare inspections are conducted within the paid area without skipping any patrons, whether in a station or on a train.
- All interactions are recorded with body worn cameras.



# BENEFITS OF FARE INSPECTIONS AT EMBARCADERO

- Supports BART's mission to provide safe, reliable, clean, quality transit service for riders.
- Inspections at a single location (Embarcadero) allow close coordination with Special Engagement Teams and provide connections to services to those who are willing to accept assistance.
- Public and employee support for enforcement.
- Train delays are minimized through coordination with OCC while maximizing the number of trains inspected.
- Connect more people with services.

# WORKING TOGETHER WITH SPECIAL ENGAGEMENT TEAMS

- The Special Engagement Teams (SET) Units are stationed at the Embarcadero Station (Monday – Friday Mornings).
- Two SET Units are assigned to support the Fare inspections.
- SET Units start by performing inspections on the concourse level of the station to locate any persons in need of assistance.
- SET Units support the fare inspections by standing by at both station agent's booth to contact any person who are removed from the paid area.
- SET Units stay at Embarcadero for the early inspections before checking other SF stations to locate additional persons in need of assistance.
- SET Units are available for the late inspections but may also deploy to complete other casework or follow up.



QUESTIONS?

# SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

---

## MEMORANDUM

**TO:** Board of Directors

**DATE:** July 22, 2022


**FROM:** General Manager

**SUBJECT: AB 2923 Transit-Oriented Development (TOD) Conformance Findings - Info**

At the July 28, 2022 BART Board meeting, staff will provide an information item on conformance findings for transit-oriented development (TOD) on BART property as required by Assembly Bill 2923 (AB 2923). Attached is the “AB 2923 TOD Conformance Findings” summary presentation, as well as an earlier background Board memorandum (July 8, 2022) entitled “Assembly Bill (AB) 2923 conformance findings” for Board consideration. These materials provide an update on BART staff engagement with local jurisdictions pertaining to local zoning as of July 1, 2022, an AB2923 state-mandated deadline.

BART staff intends to bring the AB2923 TOD Conformance Findings for BART Board action at the August 25, 2022 meeting.

As a reminder, many helpful materials, such as Station Area Fact Sheets, “A Technical Guide to Zoning for AB 2923 Conformance” and BART’s “Transit-Oriented Development Work Plan”, are available to the public on the BART AB 2923 website, [www.bart.gov/AB2923](http://www.bart.gov/AB2923).

DocuSigned by:  
  
47000790F2D7463...  
Robert M. Powers

cc: Board Appointed Officers  
Deputy General Manager  
Executive Staff

# SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

---

## MEMORANDUM

**TO:** Board of Directors

**DATE:** July 8, 2022

**FROM:** Val Menotti, Chief Planning & Development Officer

**SUBJECT:** Assembly Bill (AB) 2923 conformance findings

AB 2923 (Chiu/Grayson) was signed into law September 30, 2018. This law requires zoning that is compatible with transit-oriented development (TOD) on developable BART-owned land within a half-mile of station entrances in Alameda, Contra Costa, and San Francisco Counties. Staff last presented an AB 2923 update at the February 11, 2022, Board workshop.

### AB 2923 Milestones

Board members were reminded of the law's timelines at the 2022 Board Workshop. Specifically:

- BART was to either set TOD zoning standards for AB 2923 parcels or let AB 2923 Baseline Zoning become the TOD standards by **July 1, 2020**.
- Local jurisdictions were to rezone their non-conforming standards to align with AB 2923 Baseline Zoning or let AB 2923 become the local zoning by **July 1, 2022**.
- AB 2923 sunsets on January 1, 2029.

The BART Board opted to let **AB 2923 Baseline Zoning** become the **Standards** for BART-owned land. Some jurisdictions have taken an active role in rezoning their land to conform with AB 2923 while others have let AB 2923 Baseline Standards become the zoning. The "Summary of Conformance Findings by Station Area" attachment to this memo summarizes each parcel's conformance with AB 2923 baseline zoning standards as of July 1, 2022. Further details are found on the [Station Area Fact Sheets](#).

### Zoning Standards Subject to AB 2923

AB 2923 applies to 10 zoning standards. They are:

1. Land use
2. Residential density
3. Building height
4. Floor area ratio (FAR)
5. Shared vehicle parking
6. Unbundled vehicle parking
7. Vehicle parking minimums
8. Residential vehicle parking maximums
9. Office vehicle parking maximums
10. Residential bicycle parking minimums

## AB 2923 Baseline Zoning Standards




AB 2923 Baseline Zoning Standards were established using **TOD Place Types** that originally appeared in BART's *Transit-Oriented Development Guidelines* (2017). Three TOD Place Types were identified to ensure that future development projects balance neighborhood contexts with regional and BART objectives for transportation and housing investments. Exhibit 1 is a map of station areas subject to AB 2923 by TOD Place Type while Exhibit 2 details the AB 2923 Baseline Zoning Standards by TOD Place Type.

*Exhibit 1: TOD Place Types for Stations Subject to AB 2923*



Source: *A Technical Guide to Zoning for AB 2923 Conformance*, June 2021

Exhibit 2: AB 2923 Baseline Zoning Standards for Each TOD Place Type

 Neighborhood/ Town Center	 Urban Neighborhood/ City Center	 Regional Center
<b>Allowable Residential Density</b>		
75 dwelling units per acre or higher		
<b>Allowable Height</b>		
5 stories or higher	7 stories or higher	12 stories or higher
<b>Allowable Floor Area Ratio (FAR)</b>		
3.0 FAR or higher	4.2 FAR or higher	7.2 FAR or higher
<b>Minimum Vehicle Parking</b>		
Zero for all land uses (no minimum requirement allowed)		
<b>Maximum Residential Vehicle Parking</b>		
1.0 spaces per unit or lower	0.5 spaces per unit or lower	0.375 spaces per unit or lower
<b>Maximum Office Vehicle Parking</b>		
2.5 per 1,000 square feet or lower	1.6 per 1,000 square feet or lower	0 per 1,000 square feet
<b>Shared Or Unbundled Vehicle Parking</b>		
Allowed (neither prohibited nor required)		
<b>Minimum Secure Bike Parking</b>		
1 space per residential unit or higher		

Source: *A Technical Guide to Zoning for AB 2923 Conformance*, June 2021

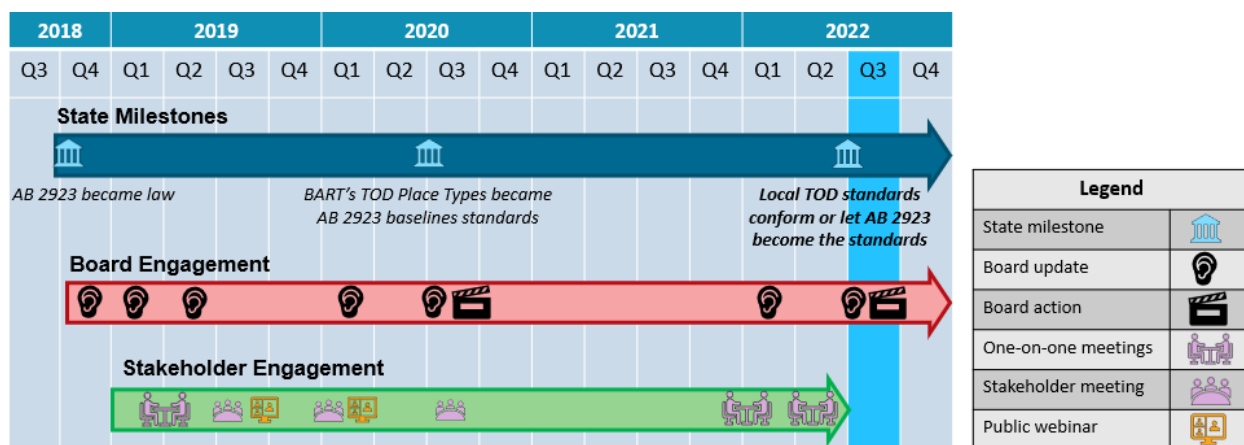
## Implementation of AB 2923

Since AB 2923 was signed into law, BART staff have conducted extensive outreach and produced numerous materials to demonstrate its commitment to a collaborative and transparent process.

Exhibit 3 summarizes the outreach timeline in relation to the State's milestones. It shows engagement with the Board, key stakeholders such as local jurisdictions and developers, and the public.



### Exhibit 3: Timeline of Outreach



In order to make determinations for AB 2923 conformance, BART worked with local jurisdictions starting in fall 2021 by meeting with staff in advance of submitting their preliminary conformance packages to BART in December 2022. BART staff reviewed the submissions and provided preliminary determinations to local agency staff who then prepared the final conformance packages in March 2022. BART staff reviewed these submittals, followed up with local jurisdictional staff as needed, and refined the final determinations to produce the findings of AB 2923 conformance, as summarized in Attachment A.

The following materials, all available at [www.bart.gov/ab2923](http://www.bart.gov/ab2923), have been produced to provide guidance to local jurisdictions and other key stakeholders about the law and its effect on BART's TOD program:

- A Technical Guide to Zoning for AB 2923 Conformance
- BART's Transit-Oriented Development Work Plan and appendices
- ArcView Online map of AB 2923 Parcels and TOD Work Plan
- AB 2923 Conformance Checklist workbook and instructions

### AB 2923 Station Areas

There are 34 station areas across 18 jurisdictions for a total of 154 AB 2923 parcels, summing to roughly 300 acres of developable land. The remaining 16 BART stations are not subject to AB 2923 because there is little to no developable BART-owned land (such as airports and downtown San Francisco) or BART-owned parcels are in San Mateo or Santa Clara counties. The 34 station areas are listed in Exhibit 4 along with their TOD Place Type, as explained in Exhibit 1 and Exhibit 2, which determines their AB 2923 Baseline Zoning Standards.

### Exhibit 4: AB 2923 Baseline Zoning Standard for Each Affected Station Area

Station Area	AB 2923 Baseline Zoning Standards/ TOD Place Type
12th St-Oakland City Center	Regional Center
19th St	Regional Center
24th St-Mission	Urban Neighborhood/ City Center
Antioch	Neighborhood/ Town Center
Ashby	Urban Neighborhood/ City Center
Balboa Park	Urban Neighborhood/ City Center
Bay Fair	Neighborhood/ Town Center

Station Area	AB 2923 Baseline Zoning Standards/ TOD Place Type
Castro Valley	Neighborhood/ Town Center
Coliseum	Urban Neighborhood/ City Center
Concord	Neighborhood/ Town Center
Daly City (San Francisco parcels only)	Neighborhood/ Town Center
Dublin-Pleasanton	Neighborhood/ Town Center
El Cerrito del Norte	Neighborhood/ Town Center
El Cerrito Plaza	Urban Neighborhood/ City Center
Fremont	Urban Neighborhood/ City Center
Fruitvale	Urban Neighborhood/ City Center
Glen Park	Urban Neighborhood/ City Center
Hayward	Urban Neighborhood/ City Center
Lafayette	Neighborhood/ Town Center
Lake Merritt	Regional Center
North Berkeley	Urban Neighborhood/ City Center
North Concord-Martinez	Neighborhood/ Town Center
Pittsburg Center	Neighborhood/ Town Center
Pittsburg-Bay Point	Neighborhood/ Town Center
Pleasant Hill-Contra Costa Centre	Neighborhood/ Town Center
Richmond	Urban Neighborhood/ City Center
Rockridge	Urban Neighborhood/ City Center
San Leandro	Urban Neighborhood/ City Center
South Hayward	Neighborhood/ Town Center
Union City	Urban Neighborhood/ City Center
Walnut Creek	Neighborhood/ Town Center
Warm Springs-South Fremont	Urban Neighborhood/ City Center
West Dublin-Pleasanton	Neighborhood/ Town Center
West Oakland	Urban Neighborhood/ City Center

## AB 2923 Conformance

All 18 jurisdictions submitted reports for their AB 2923 parcels, as indicated above. BART staff used these reports to make recommended AB 2923 conformance findings for each parcel, which are summarized by station area in Attachment A.

BART staff provided these recommended AB 2923 conformance findings to each jurisdiction in June.

## Summary of Conformance Findings by Station

The Summary of Conformance Findings by Station summarizes BART staff's recommendations for each parcel. It indicates if local zoning conforms to AB 2923 Baseline Zoning Standards for each of the 10 zoning standards.

- When local zoning conforms, the recommended finding is to “retain local zoning”, represented in each cell by the abbreviation, **RLZ**
- When local zoning does not conform, the recommended finding is “AB 2923 baseline zoning standards become the local zoning as of July 1, 2022”, represented in each cell by

the abbreviation **AB 2923**. The column, “TOD Place Type/ AB 2923 Baseline Zoning Standards”, indicates which set of standards from Exhibit 2 apply to the station area.

### Station Area Fact Sheets

The recommended findings of AB 2923 conformance are also summarized geographically on the [Station Area Fact Sheets](#), which will be publicly available no later than July 28, 2022, at [www.bart.gov/ab2923](http://www.bart.gov/ab2923).

### Next Steps

BART staff will present the recommended AB 2923 conformance findings as an informational item to the Board on July 28, 2022. It is staff’s intent to return to the Board on August 25, 2022, for an action item, adoption of a resolution of AB 2923 conformance findings.

BART staff will return to the Board periodically with updated conformance findings until AB 2923 sunsets January 1, 2029.

If you have any questions, please contact me at [VMenott@bart.gov](mailto:VMenott@bart.gov).

cc: Board Appointed Officers  
Deputy General Manager  
Executive Staff

### Attachment A: Summary of AB 2923 Conformance Findings by Station

The following pages contain a summary of AB 2923 conformance findings organized by station. It lists every parcel that is subject to AB 2923 and their conformance with each of the 10 zoning standards. There are two possible findings:

Determination	Finding	Indicated in summary as:
Local zoning conforms	Retain local zoning	RLZ
Local zoning does not conform	AB 2923 baseline zoning standards become local zoning as of July 1, 2022	AB 2923

When local zoning does not conform, AB 2923 Baseline Zoning Standards are determined by the station's TOD Place Type. In the summary, each station's TOD Place Type is highlighted in the colors listed below: Green for Neighborhood/ Town Center, Yellow for Urban Neighborhood/ City Center, and Red for Regional Center. More details about TOD Place Types and AB 2923 Baseline Zoning Standards can be found in [A Technical Guide to Zoning for AB 2923 Conformance](#).

Zoning Element	TOD Place Type/ AB 2923 Baseline Zoning Standards		
	Neighborhood/ Town Center	Urban Neighborhood/ City Center	Regional Center
1. Land use	Residential allowed		
2. Residential density	75 dwelling units per acre allowed		
3. Floor area ratio (FAR)	3.0 allowed	4.2 allowed	7.2 allowed
4. Building height	5 stories allowed	7 stories allowed	12 stories allowed
Vehicle parking			
5. Shared	Shared parking allowed		
6. Unbundled	Unbundled parking allowed		
7. Minimum	No minimum vehicle parking requirement for any use		
8. Residential maximum (per dwelling unit)	1.0 space	0.5 spaces	0.375 spaces
9. Office maximum (per 1,000 square feet)	2.5 spaces	1.6. spaces	0 spaces
10. Secure bike parking minimum	1 space per dwelling unit		

The summary of AB 2923 conformance findings is also shown in the [Station Area Fact Sheets](#), which are also organized by station and show the parcels geographically. They will be publicly available no later than July 28, 2022, at [www.bart.gov/ab2923](http://www.bart.gov/ab2923).

Station	Assessor Parcel Number	TOD Place Type/ AB 2923 Baseline Zoning Standards	Jurisdiction	Land Use	Residential Density	FAR	Building Height	Vehicle Parking					Secure Bike Parking
								Shared	Unbundled	Minimum	Residential Maximum	Office Maximum	
12th St-Oakland City Center	001-0131-008-01	Regional Center	Oakland	RLZ	RLZ	AB 2923	AB 2923	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
19th St	008-0660-052-03	Regional Center	Oakland	RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	008-0649-011-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
24th St-Mission	6516-026	Urban Neighborhood/ City Center	San Francisco	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	AB 2923
	6516-001			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	AB 2923
	6516-001A			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	AB 2923
Antioch	052-030-024-5	Neighborhood/ Town Center	Antioch	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	052-030-023-7			AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	052-030-015-3			AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Ashby	053-1597-039-04	Urban Neighborhood/ City Center	Berkeley	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	053-1703-009-00			RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
Balboa Park	6973-038	Urban Neighborhood/ City Center	San Francisco	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	AB 2923
	7026-013			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	AB 2923
Bay Fair	077D-1490-019-00	Neighborhood/ Town Center	San Leandro	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	080D-0565-029-00		Alameda County	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	080D-0563-017-00			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	080D-0568-030-00			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	080D-0568-031-00			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	080D-0565-030-00			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Castro Valley	084A-0060-014-02	Neighborhood/ Town Center	Alameda County	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	084A-0064-012-09			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	084A-0068-009-08			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	084A-0072-008-05			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	084A-0068-009-09			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Coliseum	041-4164-024-03	Urban Neighborhood/ City Center	Oakland	RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	041-4164-031-02			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	041-4162-001-05			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Concord	126-112-014-9	Neighborhood/ Town Center	Concord	RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	105-021-015-0			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	105-225-002-2			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923

RLZ = Retain local zoning

AB 2923 = AB 2923 baseline zoning standards become the local zoning as of July 1, 2022



Station	Assessor Parcel Number	TOD Place Type/ AB 2923 Baseline Zoning Standards	Jurisdiction	Land Use	Residential Density	FAR	Building Height	Vehicle Parking					Secure Bike Parking
								Shared	Unbundled	Minimum	Residential Maximum	Office Maximum	
Daly City	7179-012	Neighborhood/ Town Center	San Francisco	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7179-026			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-001			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-010			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-011			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-012			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-013			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-014			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-015			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-036			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-037			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-038			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-039			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-041			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-043			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-047			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7177-048			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7176-005			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7176-005A			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7176-006			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7176-024			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7176-026			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7176-028			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7176-029			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7174-001			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7174-002			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7174-003			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7174-067			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	7174-068			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
Dublin-Pleasanton	986-0034-019-00	Neighborhood/ Town Center	Dublin	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	941-2771-015-00		Pleasanton	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	941-2778-002-00			AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923

RLZ = Retain local zoning

AB 2923 = AB 2923 baseline zoning standards become the local zoning as of July 1, 2022

Station	Assessor Parcel Number	TOD Place Type/ AB 2923 Baseline Zoning Standards	Jurisdiction	Land Use	Residential Density	FAR	Building Height	Vehicle Parking					Secure Bike Parking
								Shared	Unbundled	Minimum	Residential Maximum	Office Maximum	
El Cerrito del Norte	502-061-005-0	Neighborhood/ Town Center	El Cerrito	RLZ	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	502-052-006-9			RLZ	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	502-071-015-7			RLZ	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	502-082-029-5			RLZ	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
El Cerrito Plaza	504-050-012-5	Urban Neighborhood/ City Center	El Cerrito	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	504-130-031-9			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	504-122-010-3			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	504-121-017-9			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
Fremont	501-1200-004-22	Urban Neighborhood/ City Center	Fremont	RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	501-1200-008-02			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	501-1200-007-02			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	507-0465-003-03			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	507-0400-019-01			AB 2923	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	507-0455-015-01			AB 2923	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	507-0465-016-01			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	507-0465-001-54			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	507-0465-017-03			AB 2923	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	507-0455-129-02			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Fruitvale	025-0692-006-00	Urban Neighborhood/ City Center	Oakland	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923
	033-2193-023-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	033-2191-021-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	033-2191-023-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	033-2192-019-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	033-2192-023-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	033-2178-017-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	033-2178-018-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	033-2190-020-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	033-2190-022-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	033-2190-023-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923

RLZ = Retain local zoning

AB 2923 = AB 2923 baseline zoning standards become the local zoning as of July 1, 2022

Station	Assessor Parcel Number	TOD Place Type/ AB 2923 Baseline Zoning Standards	Jurisdiction	Land Use	Residential Density	FAR	Building Height	Vehicle Parking					Secure Bike Parking
								Shared	Unbundled	Minimum	Residential Maximum	Office Maximum	
Glen Park	6745-042	Urban Neighborhood/ City Center	San Francisco	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	6745-048			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	6745-053			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	6745-057			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	6745-065			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	6745-066			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	6745-067			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	6745-068			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	6745-069			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
	6755-026			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923
Hayward	428-0046-052-02	Urban Neighborhood/ City Center	Hayward	RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	428-0046-053-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	428-0046-054-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	431-0044-035-04			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	428-0076-023-10			AB 2923	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Lafayette	244-203-001-7	Neighborhood/ Town Center	Lafayette	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	N/A: SW parking area			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Lake Merritt	001-0171-001-00	Regional Center	Oakland	RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	001-0169-001-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	001-0167-003-00			RLZ	RLZ	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
North Berkeley	060-2417-067-04	Urban Neighborhood/ City Center	Berkeley	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	058-2139-018-03			RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	058-2144-024-01			RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	058-2146-016-05			RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	058-2149-019-04			RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	058-2148-017-04			RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	058-2147-018-05			RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
North Concord- Martinez	111-010-021-9	Neighborhood/ Town Center	Concord	RLZ	AB 2923	RLZ	AB 2923	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Pittsburg Center	088-171-038-8	Neighborhood/ Town Center	Pittsburg	RLZ	AB 2923	AB 2923	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	088-171-039-6			RLZ	AB 2923	AB 2923	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Pittsburg-Bay Point	093-130-044-6	Neighborhood/ Town Center	Pittsburg	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	093-130-041-2			AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
	093-130-045-3			AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923
Pleasant Hill-Contra Costa Centre	148-221-043-0	Neighborhood/ Town Center	Contra Costa County	RLZ	AB 2923	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923

RLZ = Retain local zoning

AB 2923 = AB 2923 baseline zoning standards become the local zoning as of July 1, 2022

Station	Assessor Parcel Number	TOD Place Type/ AB 2923 Baseline Zoning Standards	Jurisdiction	Land Use	Residential Density	FAR	Building Height	Vehicle Parking					Secure Bike Parking
								Shared	Unbundled	Minimum	Residential Maximum	Office Maximum	
Richmond	514-151-005-6	Urban Neighborhood/ City Center	Richmond	RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
	514-140-012-6			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
	514-140-013-4			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
	514-140-014-2			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
	514-140-015-9			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
	514-140-016-7			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
	514-140-017-5			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
	514-140-018-3			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
	514-140-027-4			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
	540-062-012-5			RLZ	RLZ	RLZ	RLZ	AB 2923	RLZ	AB 2923	AB 2923	AB 2923	RLZ
Rockridge	014-1265-40-00	Urban Neighborhood/ City Center	Oakland	RLZ	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923
	014-1265-38-6			RLZ	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923	AB 2923
San Leandro	075-0036-048-07	Urban Neighborhood/ City Center	San Leandro	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	075-0039-029-10			RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	075-0041-001-04			RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
South Hayward	078C-0441-001-29	Neighborhood/ Town Center	Hayward	AB 2923	AB 2923	AB 2923	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923
Union City	087-0019-001-01	Urban Neighborhood/ City Center	Union City	RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Walnut Creek	174-180-004-7	Neighborhood/ Town Center	Walnut Creek	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
Warm Springs-South Fremont	519-1310-034-12	Urban Neighborhood/ City Center	Fremont	AB 2923	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	RLZ
	519-1310-033-03			AB 2923	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	RLZ
	519-0850-001-02			AB 2923	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	RLZ
	519-1310-034-16			AB 2923	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	RLZ
	519-1310-034-17			AB 2923	RLZ	AB 2923	RLZ	RLZ	RLZ	RLZ	AB 2923	AB 2923	RLZ
West Dublin- Pleasanton	941-2842-002-00	Neighborhood/ Town Center	Dublin	RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	941-2842-004-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
West Oakland	004-0077-003-00	Urban Neighborhood/ City Center	Oakland	RLZ	RLZ	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	N/A: Vacated street (formerly Center St)			RLZ	RLZ	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	004-0071-003-00			RLZ	RLZ	AB 2923	RLZ	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	004-0073-009-00			RLZ	RLZ	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923

RLZ = Retain local zoning

AB 2923 = AB 2923 baseline zoning standards become the local zoning as of July 1, 2022





# AB 2923 TOD Conformance Findings

Board Presentation

July 28, 2022





# Presentation Overview

- Background
- Recommended conformance findings
- Communicating the conformance findings
- Next steps

## California Senate passes huge BART housing bill

*BART could develop tens of thousands of homes on property it owns near stations if AB 2923 passes in full*

*Curbed San Francisco, August 25, 2018, Adam Brinklow*

NEWS > CALIFORNIA NEWS

## Governor Brown signs bill to ease development around BART stations

*The Mercury News, September 30, 2018, John Woolfolk*

## BART's AB 2923 TOD Guidance Document and 10-Year Work Plan – what you need to know

*American Planning Association, California Chapter, Northern Section news, February 20, 2020, Sajuti Rahman*

## Housing at Transit: Berkeley Moves to Comply with New State Zoning Law

*StreetsBlogCAL, December 12, 2019, Melanie Curry*

## State law for BART-owned land takes effect July 1. Here's what it means for Bay Area housing.

*San Francisco Business Times, June 20, 2022, Sarah Klearman*

# Background

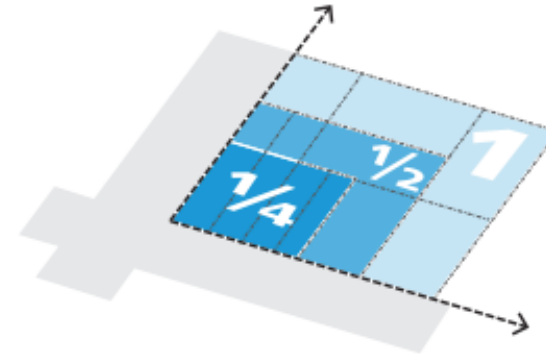
- AB 2923 requires TOD zoning on developable BART-owned land
  - Baseline zoning standards are determined by TOD Place Type
- This is the 8<sup>th</sup> time for staff to present AB 2923 to the Board
  - Last time was February 2022 Workshop
- Discussion today is about local zoning
  - Does it conform with AB 2923?
  - If it does not conform, what does the Board need to do?

## 1 BART-owned land in these counties\*

*\*Counties that elect BART Board representation, which do not include San Mateo or Santa Clara counties.*



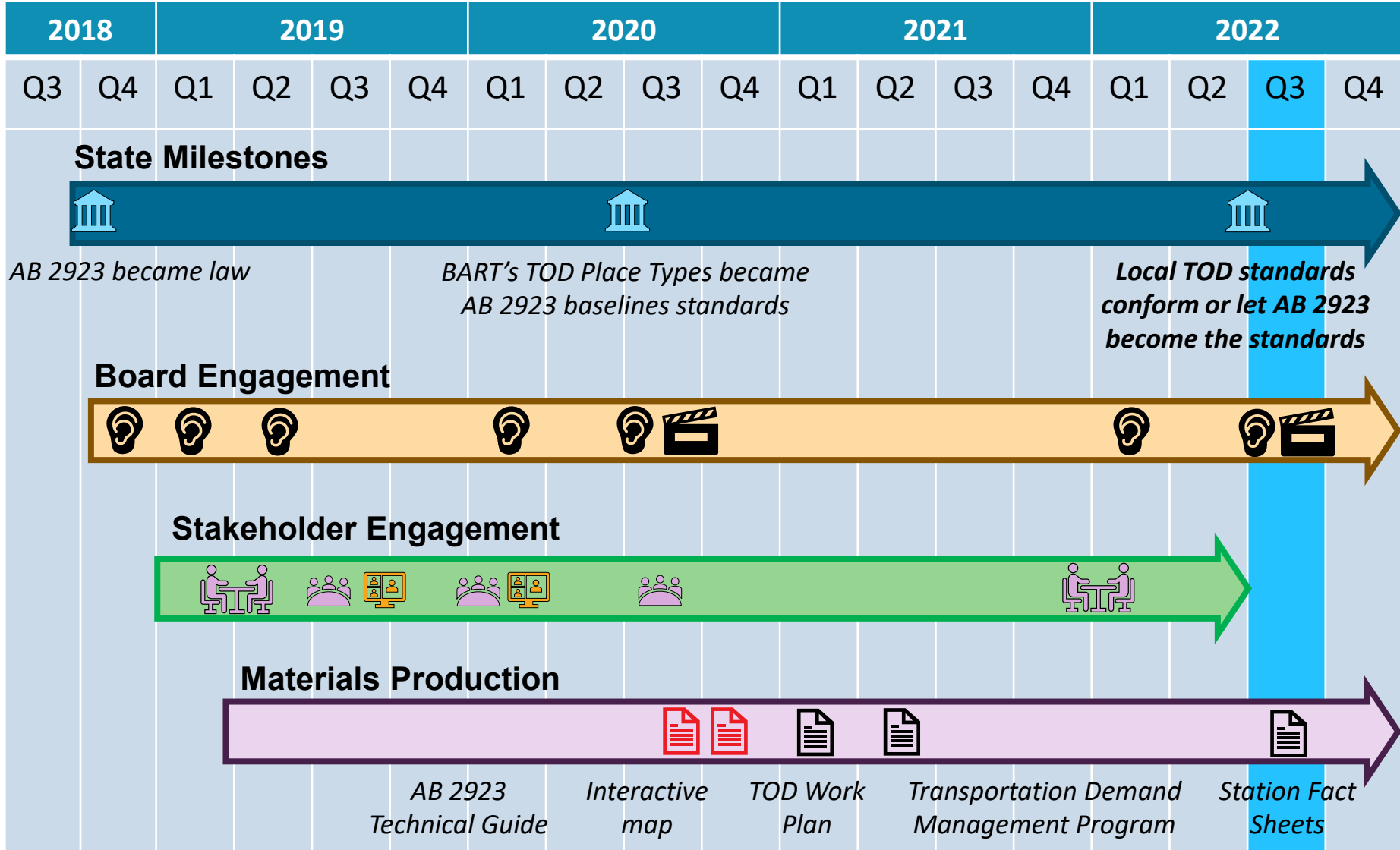
## 2 1/4 acre or more of land



## 3 Within 1/2 mile of BART station entrance



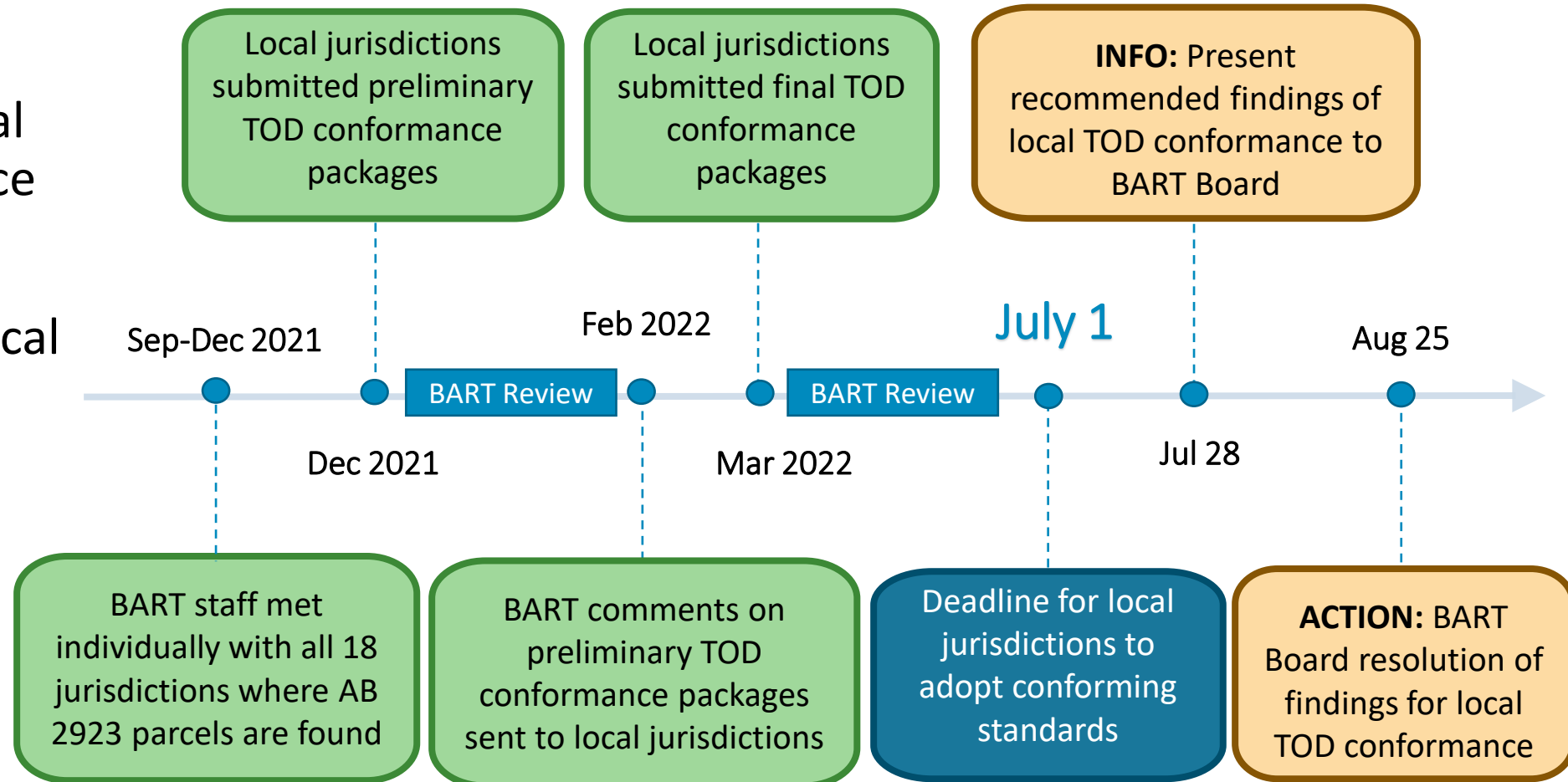
# Background: Calendar Year Timeline



Legend	
State milestone	
Board update	
Board action	
One-on-one meetings	
Stakeholder meeting	
Public webinar	
Draft document	
Final document	

# Background: Engagement for July 1, 2022, Milestone

- July 1, 2022
  - Deadline for local TOD conformance
- Effort has been:
  - Minimized for local jurisdictions
  - Collaborative
- Findings are:
  - Transparent
  - Communicated with local jurisdictions in advance



# Background: What is Affected as of July 1, 2022?

Zoning standard for each parcel	What it means to conform to AB 2923 (applies to entire parcel)
1. Land use	Residential must be allowed
2. Residential density	75 dwelling units per acre must be allowed
3. Building height	5, 7, or 12 stories must be allowed*
4. Floor area ratio (FAR)	3.0, 4.2, or 7.2 must be allowed*
Vehicle parking (5 through 9)	
5. Shared	Shared parking must not be prohibited
6. Unbundled	Unbundled parking must not be prohibited
7. Minimum	No minimum parking requirements for any use
8. Residential maximum	1.0, 0.5, or 0.375 spaces per dwelling unit*
9. Office maximum	2.5, 1.6, or 0 spaces per 1,000 square feet*
10. Bike parking minimum	1.0 secure space per dwelling unit

\* Number depends on the station's TOD Place Type of Neighborhood/Town Center, Urban Neighborhood/City Center, or Regional Center, respectively.



## A Technical Guide to Zoning for AB 2923 Conformance

June 2021

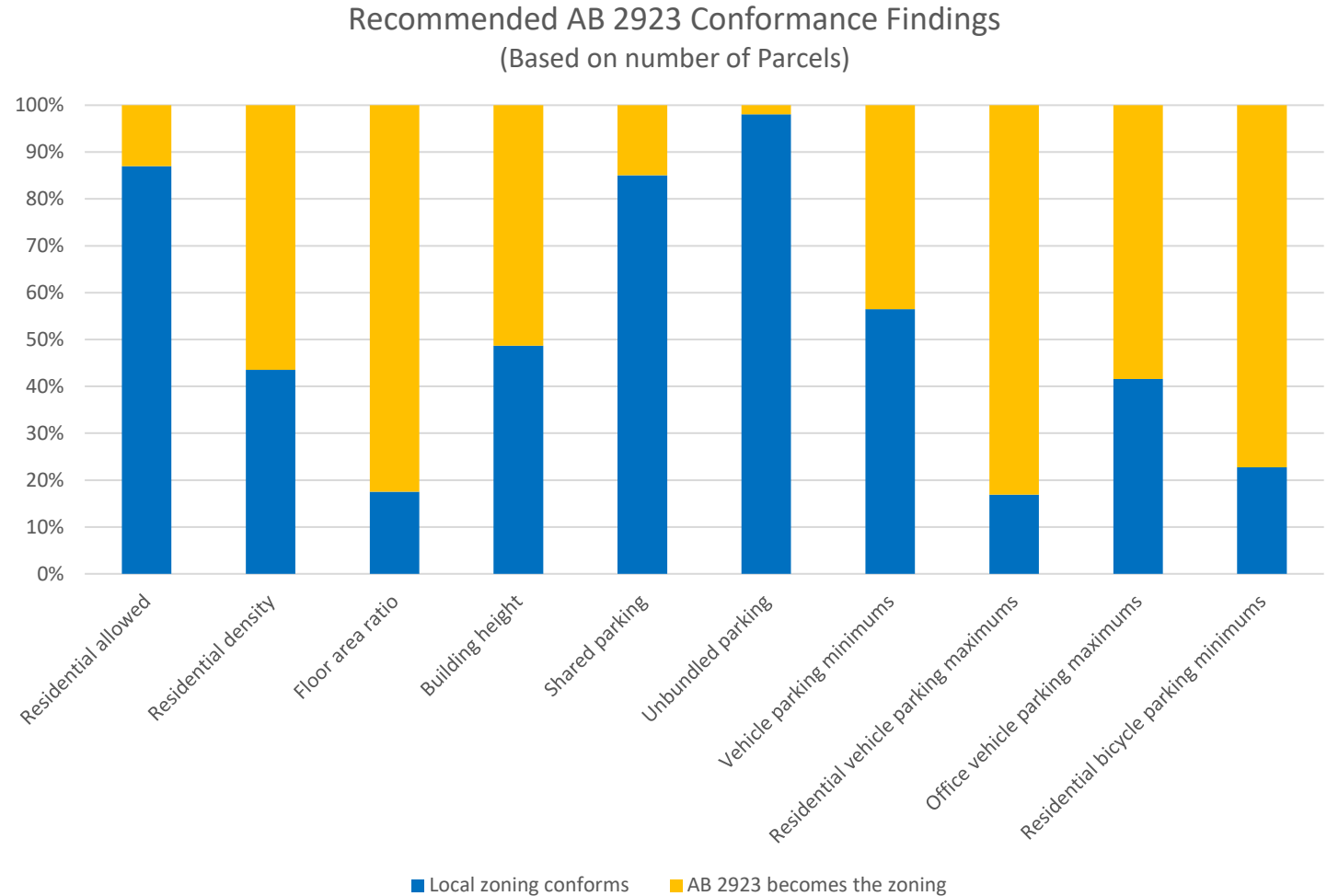
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT



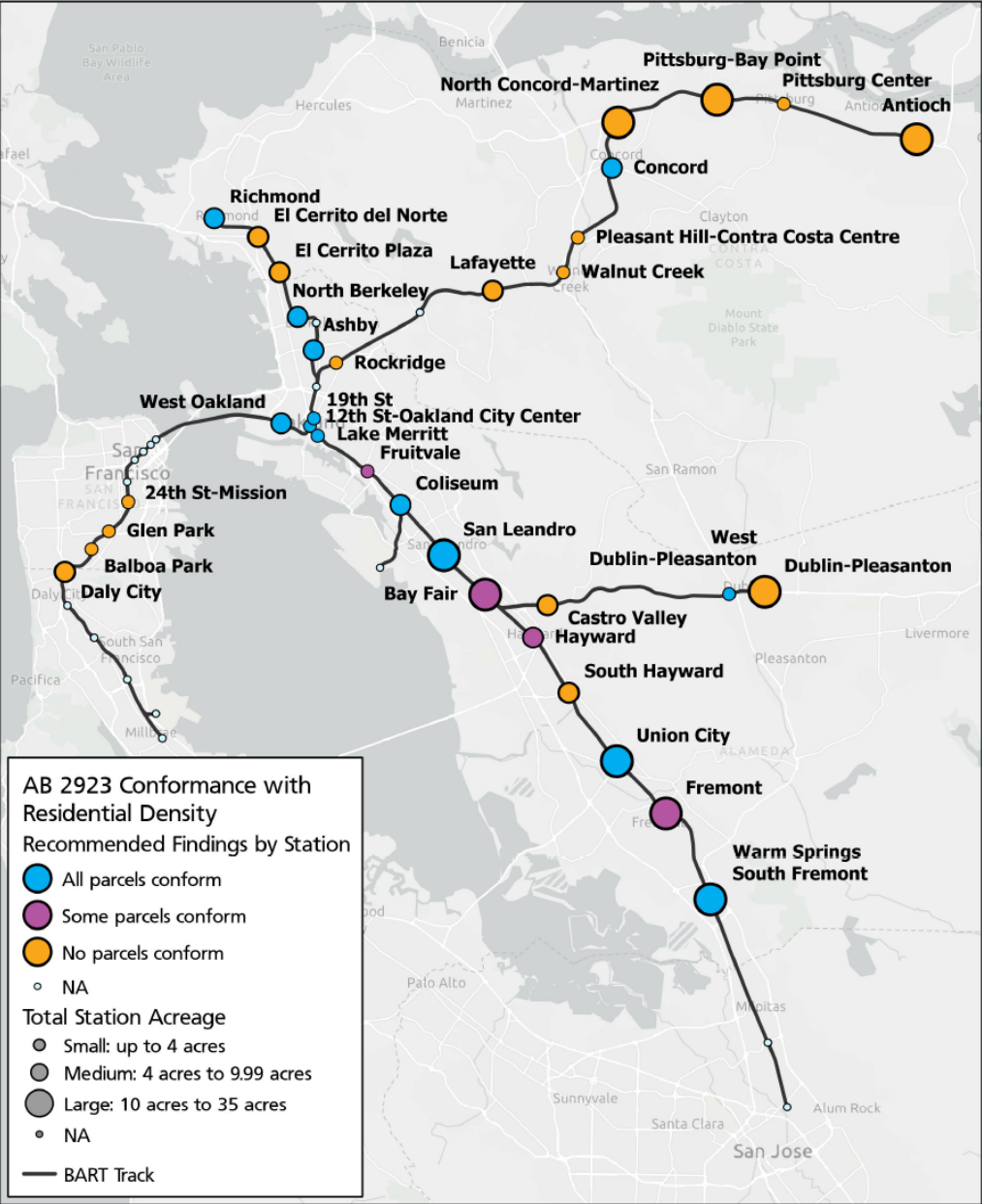


# Recommended Findings

- 154 parcels in 18 jurisdictions
- Total of about 360 acres, of which roughly 250 acres are developable
- Local zoning for many parcels have some standards that conform to AB 2923
- AB 2923 will apply to local standards that are non-conforming



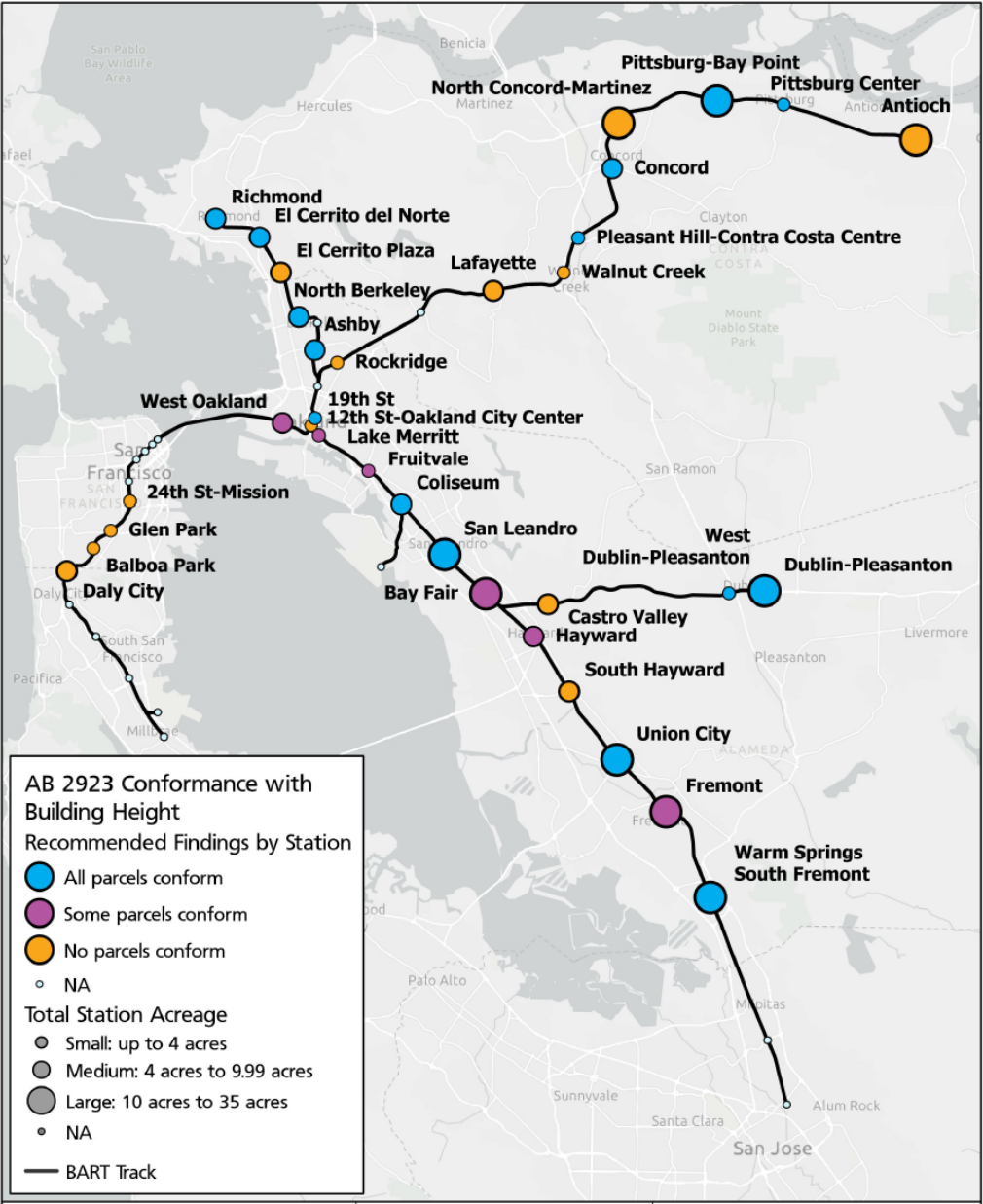
# Recommended Findings: Residential Density



Residential Density Conformance		By Station Area Acreage			Total Number of Stations
		Small	Medium	Large	
All parcels conform		4	6	3	13
Some parcels conform		1	1	2	4
No parcels conform		7	6	4	17

*Zoning must allow at least 75 units per acre*

# Recommended Findings: Building Height

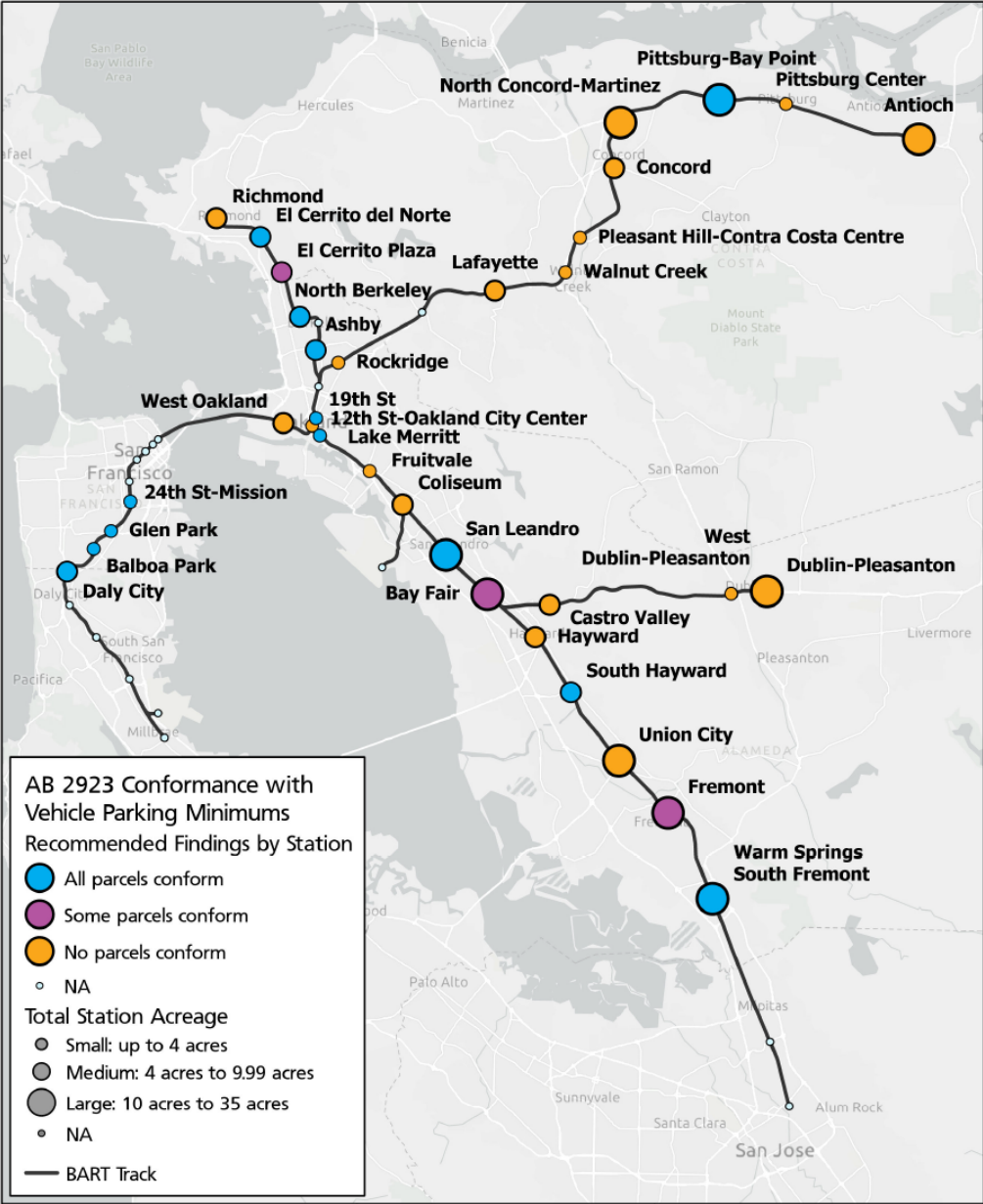


Building Height Conformance		By Station Area Acreage			Total Number of Stations
		Small	Medium	Large	
All parcels conform	Blue circle	4	4	5	13
Some parcels conform	Purple circle	2	2	2	6
No parcels conform	Orange circle	6	7	2	15

*Zoning must allow at least:*

- 5 stories (Neighborhood/Town Center)
- 7 Stories (Urban Neighborhood/City Center)
- 12 Stories (Regional Center)

# Recommended Findings: Vehicle Parking Minimums



Vehicle Parking Minimum Conformance		By Station Area Acreage			Total Number of Stations
		Small	Medium	Large	
All parcels conform		5	5	3	13
Some parcels conform		0	1	2	3
No parcels conform		7	7	4	18

*Zoning must not include a minimum parking requirement for development*

# Communicating the Conformance Findings

- Two possible findings for each of the 10 zoning standards

Determination	Findings	In Summary
Local zoning conforms	Retain local zoning	RLZ
Local zoning does not conform	AB 2923 baseline zoning standards become the local zoning as of July 1, 2022	AB 2923

- Example of Bay Fair from July 8, 2022 Memo to Board

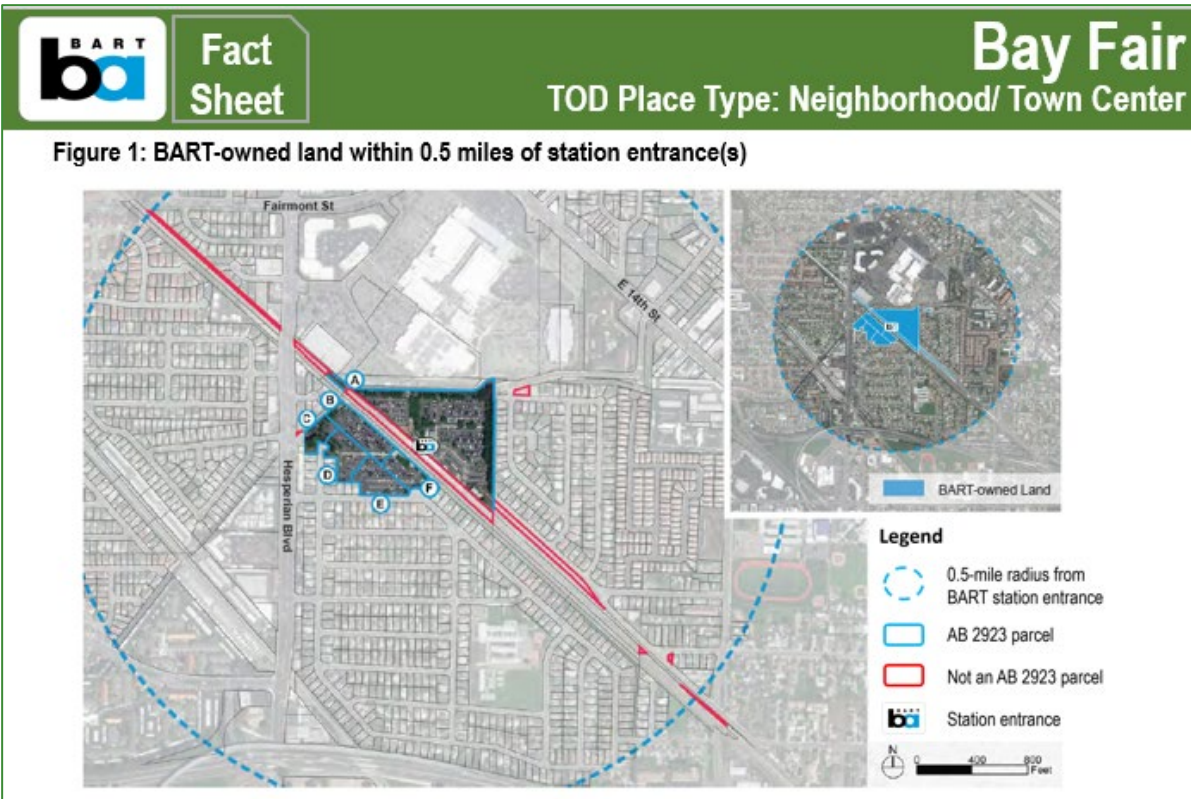
Station	Assessor Parcel Number	TOD Place Type/ AB 2923 Baseline Zoning Standards	Jurisdiction	Land Use	Residential Density	FAR	Building Height	Vehicle Parking					Secure Bike Parking
								Shared	Unbundled	Minimum	Residential Maximum	Office Maximum	
Bay Fair	077D-1490-019-00	Neighborhood/ Town Center	San Leandro	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ	RLZ
	080D-0565-029-00		Alameda County	RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	080D-0563-017-00			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	080D-0568-030-00			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	080D-0568-031-00			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923
	080D-0565-030-00			RLZ	AB 2923	AB 2923	AB 2923	RLZ	RLZ	AB 2923	AB 2923	AB 2923	AB 2923

- ½ of Bay Fair is in San Leandro while the other half is in unincorporated Alameda County.



# Communicating the Conformance Findings

- Station Area Fact Sheets
  - Example: Bay Fair



All Station Area Fact Sheets found at [www.bart.gov/ab2923](http://www.bart.gov/ab2923)

**Table 1: AB 2923 baseline standards for Neighborhood/ Town Center TOD Place Type**

Land Use	Allowed			Vehicle Parking					Residential Bike Parking Minimum
	Residential Density	Building Height	Floor Area Ratio	Shared	Unbundled	Minimums	Residential Maximum	Office Maximum	
Residential	75 dwelling units per acre (DU/a)	5 stories	3.0 FAR	Not prohibited	Not prohibited	No minimum for any use	1 space per unit	2.5 spaces per 1,000 square feet	1 secure space per unit

**Table 2: Zoning for AB 2923 parcels as of July 1, 2022**

Map Key	Assessor Parcel Number	Acres	Land Use	Residential Density (DU/a)	Building Height	FAR	Vehicle Parking					Residential Bike Parking Minimum (per unit)
							Shared	Unbundled	Minimum	Residential Maximum (per unit)	Office Maximum (per 1ksf)	
A	077D-1490-019-00	10.88	Residential, office, retail, civic	Min: 65 Max: None	Min: 4 stories Max: 8 stories	Min: 0 Max: 3.0	Allowed	Allowed	No minimum for any use	1 space	2.5 spaces	1 secure space
B	080D-0565-029-00	1.99	Residential, agricultural, care facilities, supportive housing	AB 2923	AB 2923	AB 2923	Allowed	Unstated	AB 2923	AB 2923	AB 2923	AB 2923
C	080D-0563-017-00	0.88										
D	080D-0568-030-00	1.57										
E	080D-0568-031-00	1.60										
F	080D-0565-030-00	1.17										

# Next Steps

- August 25, 2022
  - Board considers adoption of a resolution of AB 2923 conformance findings for each zoning standard of each affected parcel
- January 1, 2029
  - AB 2923 sunsets

# Discussion



# AB 2923 and BART's TOD Program

- All Bay Area jurisdictions must update their Housing Elements for the 2023-2031 planning period
  - Must identify land suitable and available for housing
  - Some jurisdictions intend to include BART land
- TOD Work Plan
  - Guides BART's coordination with local jurisdictions
  - Is grounded in the Board-adopted AB 2923 development principles









# SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

---

## MEMORANDUM

**TO:** Board of Directors

**DATE:** July 22, 2022

**FROM:** General Manager

**SUBJECT:** BART 2021 Annual Report: Sustainability

At the July 28, 2022 BART Board meeting, staff will provide an information item as a preview of the BART Annual Report for Sustainability for calendar year 2021. In April 2017, the BART Board adopted a revised Sustainability Policy. In support of this Policy, the District prepared a Sustainability Action Plan, which is a 10-year plan highlighting sustainability actions to be taken by BART, and performance measures to evaluate the achievement of those goals.

In August 2022, BART will be releasing the 2021 Annual Report: Sustainability, which provides an update on the performance measures and actions contained in the Sustainability Action Plan. The report has been prepared with input from numerous BART departments and experts. It contains a collection of case studies that highlight BART's achievements in sustainability for calendar year 2021 and a summary of BART's sustainability performance metrics. In the Appendix, there are details about performance measures and the status on key action items.

Despite the COVID-19 pandemic (and impacts on BART service levels), BART is on track to achieve the performance goal set for greenhouse gas emissions. Compared to the previous year, the District also used less water and only slightly more energy, despite substantially increasing the amount of train service. Because the energy and water use metrics are normalized by vehicle revenue miles (VRM), this caused the metrics to trend downwards closer to pre-pandemic levels, and we are expecting performance numbers will continue to improve in 2022.

If you have any additional questions regarding this issue, please contact Val Menotti ([VMenott@bart.gov](mailto:VMenott@bart.gov)), Chief Planning & Development Officer.

DocuSigned by:

*Michael Jones*

47000790F2D7463...

Robert M. Powers

cc: Board Appointed Officers  
Deputy General Manager  
Executive Staff

Pictured: Sky River Wind, a new wind farm providing electricity for BART.

Photo Courtesy: NextEra Energy Resources

# 2021 Annual Report - Sustainability

Board Presentation

July 28, 2022



# Agenda

- Sustainability at BART
- 2021 Highlights & Case Studies
- Metrics & Actions
- Priorities & Opportunities

# Sustainability at BART

- Transportation accounts for 40% of greenhouse gas (GHG) emissions in CA, and of those, 70% are produced by passenger vehicles<sup>1</sup>.
- BART supports a shift from driving alone to transit and thereby contributes significantly to the reduction of GHG emissions from Transportation in the Bay Area.
- ~409,000 passenger trips per weekday in CY 2019; ~81,000 passenger trips per weekday in CY 2021
- In addition, BART is committed to integrating sustainability into its daily operations and future transit investments.
- BART published a [Sustainability Action Plan \(SAP\)](#) (Dec 2017) which includes specific types of projects that BART has/is/will implement to pursue and achieve the APTA sustainability categories goals and BART specific targets.
- BART publishes annual reports documenting our progress on the SAP
  - [2018](#), [2019](#), [2020](#), 2021

<sup>1</sup>2020 CA Air Resources Board (CARB) *California Emissions Trends Report: 2000 – 2018*



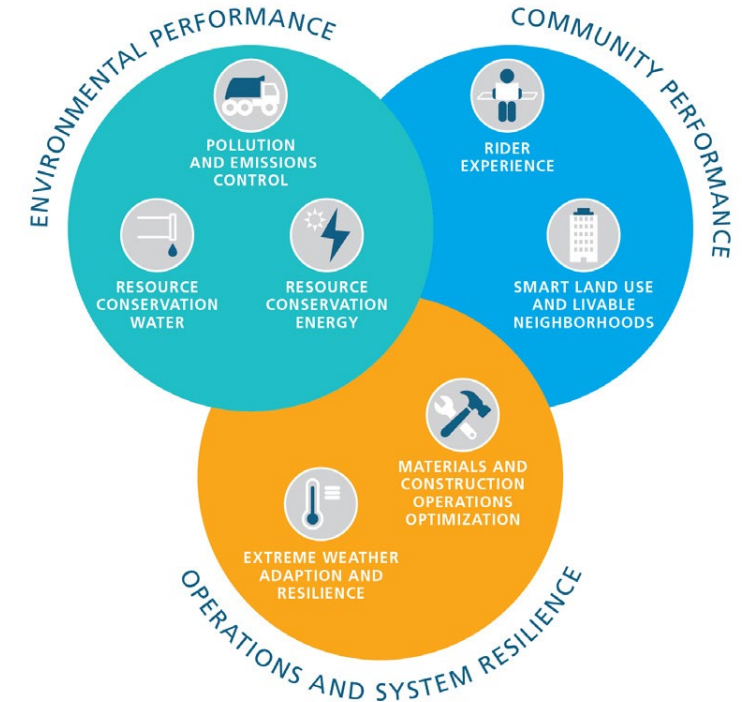
# Sustainability at BART: Sustainability Action Plan Overview

## TARGETS

- Time Horizon: 2015 (baseline year) to 2025
- Types of targets:
  - Commitment – based on commitment to high scoring actions, implementation is constrained by potential funding limitations
  - Aspiration – assumes full plan implementation and fewer budget constraints

## ACTIONS

- The Plan contains **55** Actions (**120** sub-actions) covering the seven Sustainability Categories that align with APTA Sustainability Indicators
- **20** Priority Actions are highlighted as near-term focus areas
- See the 2021 report for current status on all Actions



Different BART departments  
lead in the implementation of  
Actions in their area of control



## BART 2021 Sustainability Highlights



over  
**15,000** gallons

of gas saved from all riders in one weekday  
by taking BART instead of driving



**5,487**

free round-trip tickets distributed to riders getting  
vaccinated against COVID-19 at Coliseum Station



**286**

Fleet of the Future Cars in  
service



**25** lbs

of CO2e emissions avoided per  
average round trip, which is  
equivalent to about 30 miles  
driven in a passenger car



**100**%

of BART's contracted electric  
supply was GHG-free



Completed  
move to new  
headquarters

at 2150 Webster Street. Pursuing  
LEED Gold certification.



**2**

new renewable energy projects will  
provide approximately half of BART's  
electricity supply



Union City  
Intermodal  
Phase 2A Project

achieved 42% in recycled materials  
and 41% in regional materials



New EV  
Charging Policy

adopted by Board to support EV  
adoption and fleet electrification



Antioch  
Maintenance  
Facility

received LEED Silver certification

# Case Studies

See 2021 Report for detailed writeups



2 new renewable energy projects will provide approximately half of BART’s electricity supply



Station modernization and sustainability improvements at El Cerrito del Norte Station



BART adopts new EV charging policy



Moved to BHQ; pursuing LEED Gold certification



Low-impact development and accessibility improvements at Antioch Station parking lot



COVID-19: vaccination sites at stations and BART shops, free tickets at Coliseum, vaccine mandate for employees

# Performance Metrics and Targets

From 2021 Report

	Units	2015 Baseline	2016	2017	2018	2019	2020	2021	Target 2025	
<div> RESOURCE CONSERVATION: ENERGY &amp; GHG EMISSIONS</div>										
Total energy use	Megajoules (MJ) / vehicle revenue mile (VRM)	21.19	19.93	20.52	20.89	21.18	23.70	21.74	Committed 19.52	Aspirational 19.19
Total greenhouse gas (GHG) emissions	Metric tons of carbon dioxide equivalent (MT CO2e) / thousand VRM	1.92	1.65	0.23	0.25	0.26	0.11	0.10	Committed 0.31	Aspirational 0.24
<div> RESOURCE CONSERVATION: WATER</div>										
Total potable water use	Gallons / VRM	0.64	0.65	0.86	0.95	0.85	0.98	0.78	Committed 0.43	Aspirational 0.38
<div> SMART LAND USE AND LIVABLE NEIGHBORHOODS</div>										
Residential units	# of units built (cumulative since 1993)	1,416	1,506	1,975	1,975	2,649	3,251	3,251	7,000	
Affordable residential units	# of affordable units built (cumulative since 1993)	256	346	613	613	845	901	901	2,400	
Office/commercial square footage	Square feet built (cumulative since 1993)	188,590	188,590	194,590	194,590	637,590	643,690	643,690	1,000,000	






# Performance Metrics and Targets

From 2021 Report

	Units	2015 Baseline	2016	2017	2018	2019	2020	2021	Target 2025
<div> SMART LAND USE AND LIVABLE NEIGHBORHOODS</div>									
Mode share: active (walking and bicycling)	%	44%	Will be measured again after next Station Profile Survey, which is being coordinated with MTC (date TBA)						52%
Mode share: shared mobility	%	29%	Will be measured again after next Station Profile Survey, which is being coordinated with MTC (date TBA)						32%
Mode share: drive & park	%	27%	Will be measured again after next Station Profile Survey, which is being coordinated with MTC (date TBA)						16%
GHG emissions associated with passenger access to the station	%	TBD	Will be measured again after next Station Profile Survey, which is being coordinated with MTC (date TBA)						-24% reduction from 2015 baseline
<div> RIDER EXPERIENCE</div>									
Quarterly reporting of safety and performance indicators		Completed							Completed
Has BART met all adopted Performance Standards for Safety and Patron Comfort?		No							Yes

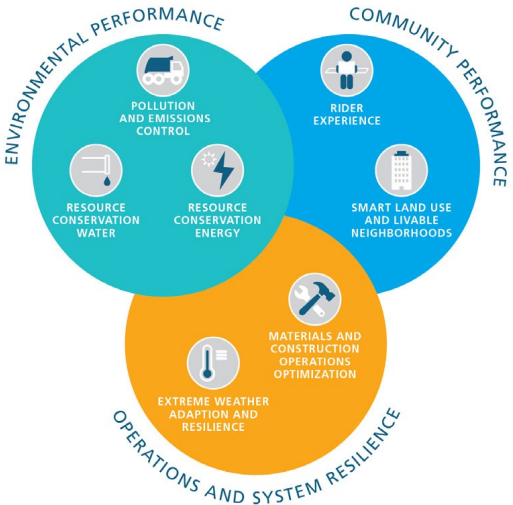
# Performance Metrics and Targets

From 2021 Report

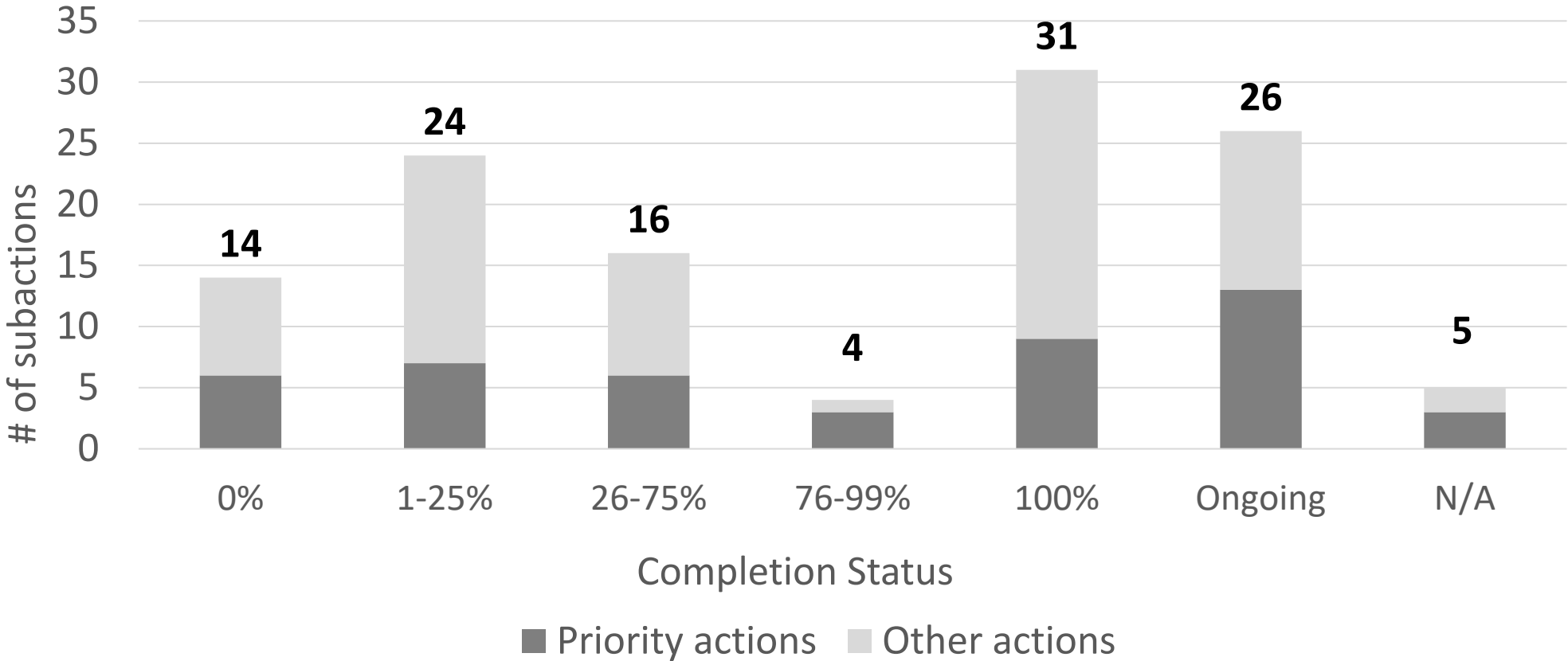
	Units	2015 Baseline	2016	2017	2018	2019	2020	2021	Target 2025
<div>EMISSION AND POLLUTION CONTROL</div>									
Total solid waste and landfill diversion rate		BART's Sustainability Team is developing a Waste Management Plan to address and improve landfill, recycling and composting across BART's facilities. As part of this Waste Management Plan, BART will collect data in order to establish a baseline and set realistic targets.							
<div>MATERIALS AND CONSTRUCTION OPERATIONS OPTIMIZATION</div>									
Percentage of BART Project Delivery Staff trained in BART Facilities Standards (BFS) Sustainability Controls	%	Training commenced in 2021.						18%	100%
<div>EXTREME WEATHER ADAPTATION AND RESILIENCE</div>									
Percentage of High Priority Actions in the BART Local Hazard Mitigation Plan (LHMP) Actions underway or complete	%	Tracking commenced in 2021.						86%	100%



# Sustainability Action Plan – Progress Completing Actions through CY2021



Sustainability Action Plan contains 55 actions and 120 sub-actions to be completed by 2025



# Priorities for 2022 and 2023



## Energy Use & GHG Emissions

- Complete retrofit of parking garages with LED lighting
- Complete station LED lighting study; develop implementation plan
- Develop pilot for electrification of non-revenue vehicle fleet (pending funding)



## Water

- Collect data to inform our water reduction strategies in shops & yards
- Engage with relevant departments for opportunities on managing water more efficiently



## Emission and Pollution Control

- Complete pilot at BHQ to estimate dumpster fill rate for waste calculations
- Expand recycling and composting to shops & yards



## Materials & Construction Operations Optimization

- Continue training project delivery staff on sustainability controls in BFS
- Engage with Procurement team on green purchasing strategies



## Extreme Weather Adaptation

- Update and re-adopt Local Hazard Mitigation Plan

# Opportunities

- Funding opportunities
  - Low Carbon Fuel Standard (LCFS) credit revenues allocated to Sustainability
    - LED lighting
    - EV Charging Investments
  - Bipartisan Infrastructure Law (BIL)
  - CalSTA's Climate Action Plan for Transportation Infrastructure (CAPTI)
  - State funding for resiliency projects
- Technology enhancements
  - New water-efficient fixtures used for station modernization, new buildings
  - EV technology improvements make EVs viable for BART operations
- Communication with internal and external audiences
  - Greater awareness/urgency of climate change
  - Collaboration with local transit agencies and other organizations

# Appendix



# 2017 Sustainability Action Plan: Priority Actions

## ENVIRONMENTAL PERFORMANCE PRIORITY ACTIONS

### Resource Conservation – Energy and Greenhouse Gas Emissions

RCE 1	Increase Capacity to Support Regional Greenhouse Gas Goals
RCE 2	Adopt a Strategic Energy Plan
RCE 3	Make Renewable Energy Purchases
RCE 4	Invest in On-site Energy Generation
RCE 7	Invest in District Lighting Retrofits
RCE 8	Onboard new Energy Efficient Train Cars

### Resource Conservation – Water

RCW 1	Regularly Audit Water Use and Correct Issues
RCW 3	Upgrade Water Fixtures

### Emissions and Pollution Control

EP 1	Support Solid Waste Reduction
EP 4	Improve Recycling at All District Shops and Yards
EP 9	Clean and Reuse Water

## OPERATIONS & SYSTEM RESILIENCE PRIORITY ACTIONS

### Materials and Construction Operations Optimization

MC 2	Update the BART Facilities Standards (BFS) for Construction Activities
MC 6	Develop Sustainability Design Guidance

### Extreme Weather Adaptation and Resilience

EWA 1	Coordinate with Regional Agencies in Climate Adaptation Planning and Implementation
EWA 2	Conduct Hazard Mitigation Planning

### Smart Land Use and Livable Neighborhoods

SLU 1	Improve Station Character and Community Fit
SLU 2	Continue to Lead the Region in Transit-Oriented Development
SLU 3	Connect to Community – Station Access

### Rider Experience

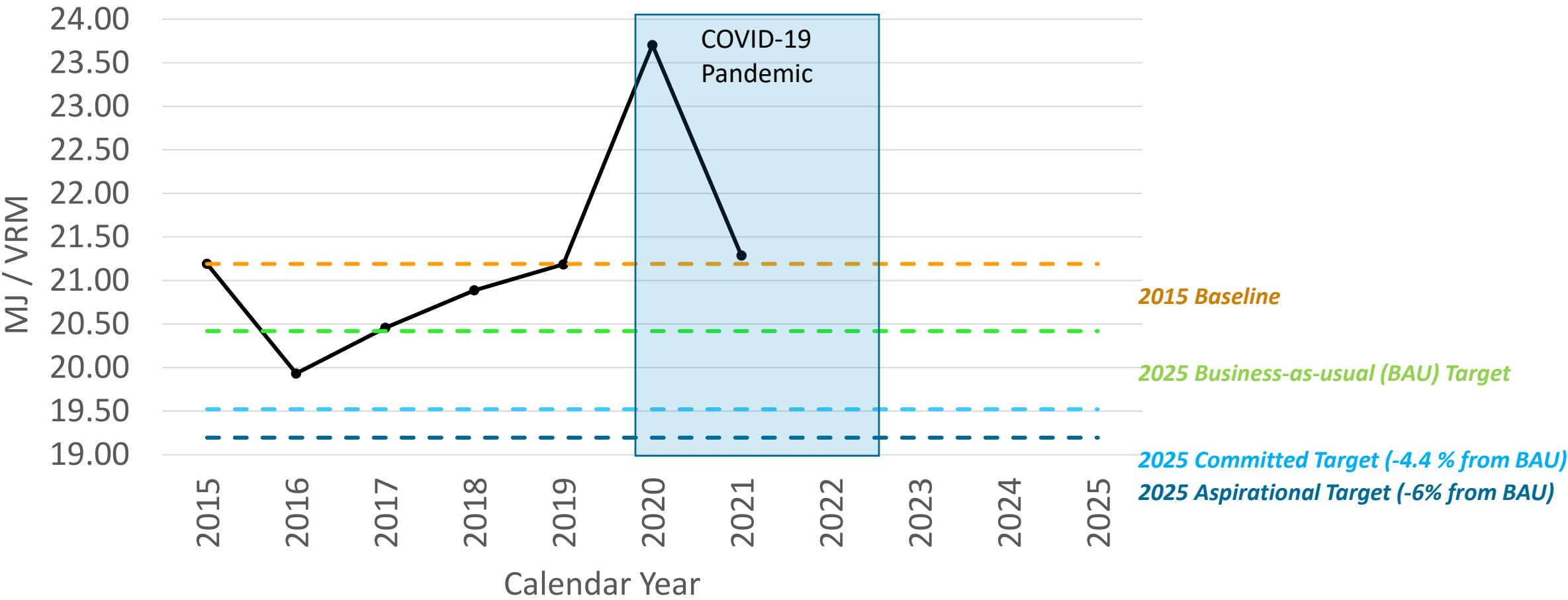
RE 1	Create Cleaner Station Environments
RE 2	Create Safer Station Environments

## COMMUNITY EXPERIENCE PRIORITY ACTIONS

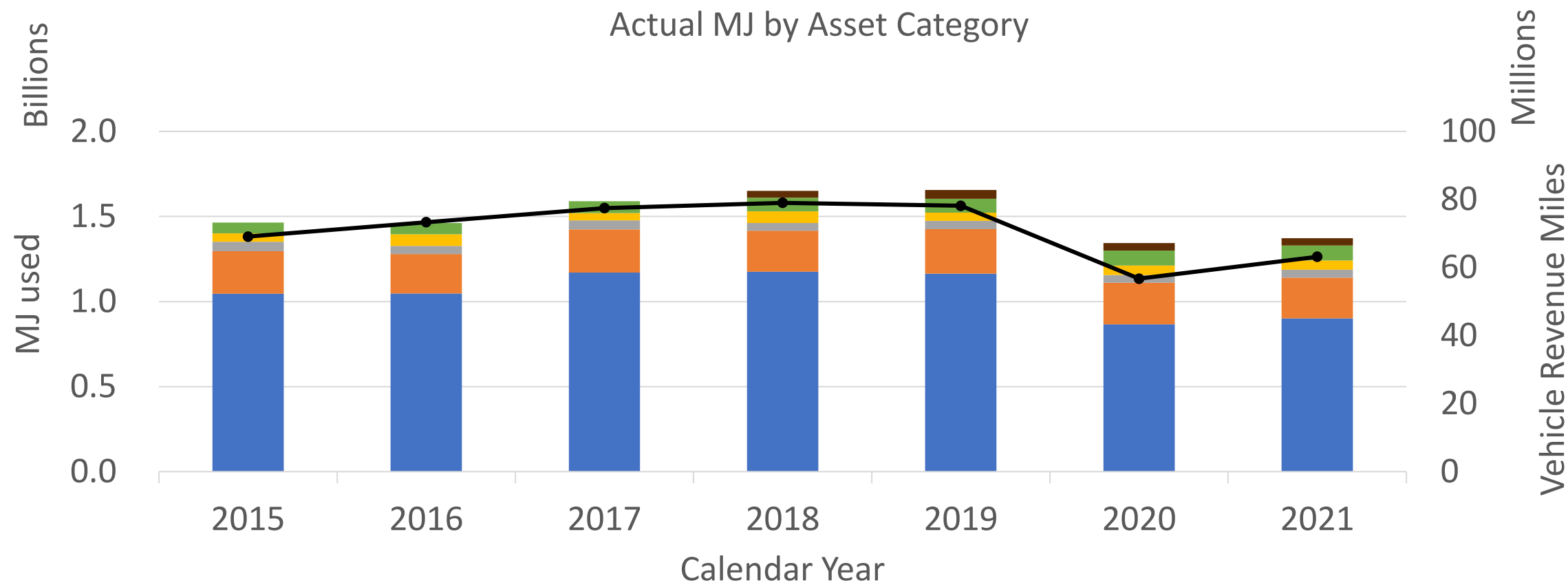


# District Energy Use

Energy Use Per VRM



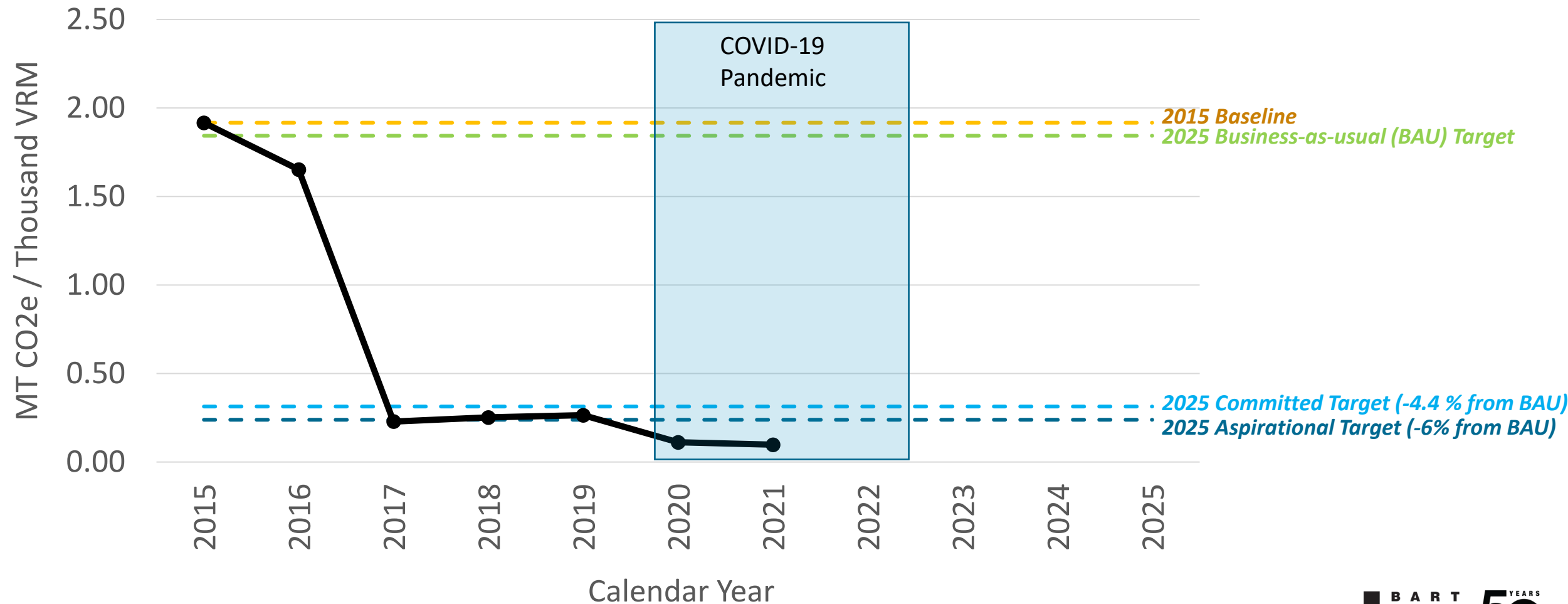
# District Energy Use



- Electric Traction
- Offices
- Non-Revenue Vehicles & Equipment
- Vehicle Revenue Miles
- Stations
- Shops & Yards
- Diesel Traction

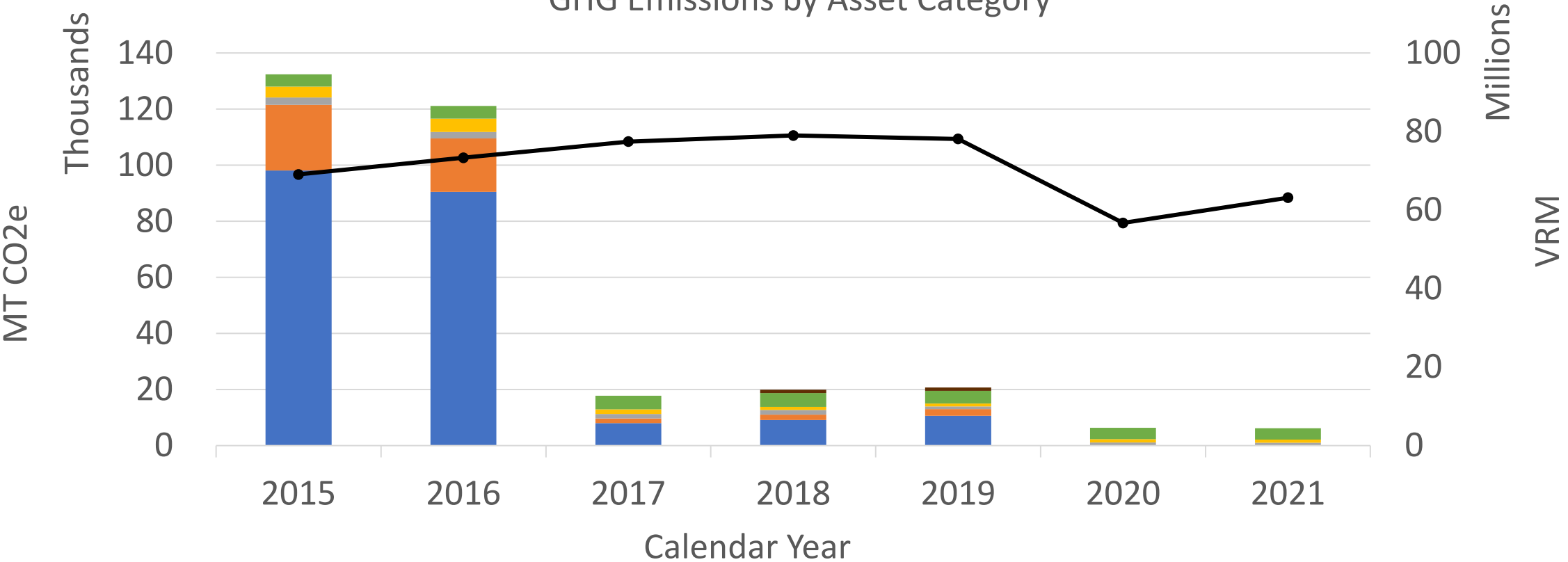
# Greenhouse Gas (GHG) Emissions

GHG Emissions per Thousand VRM



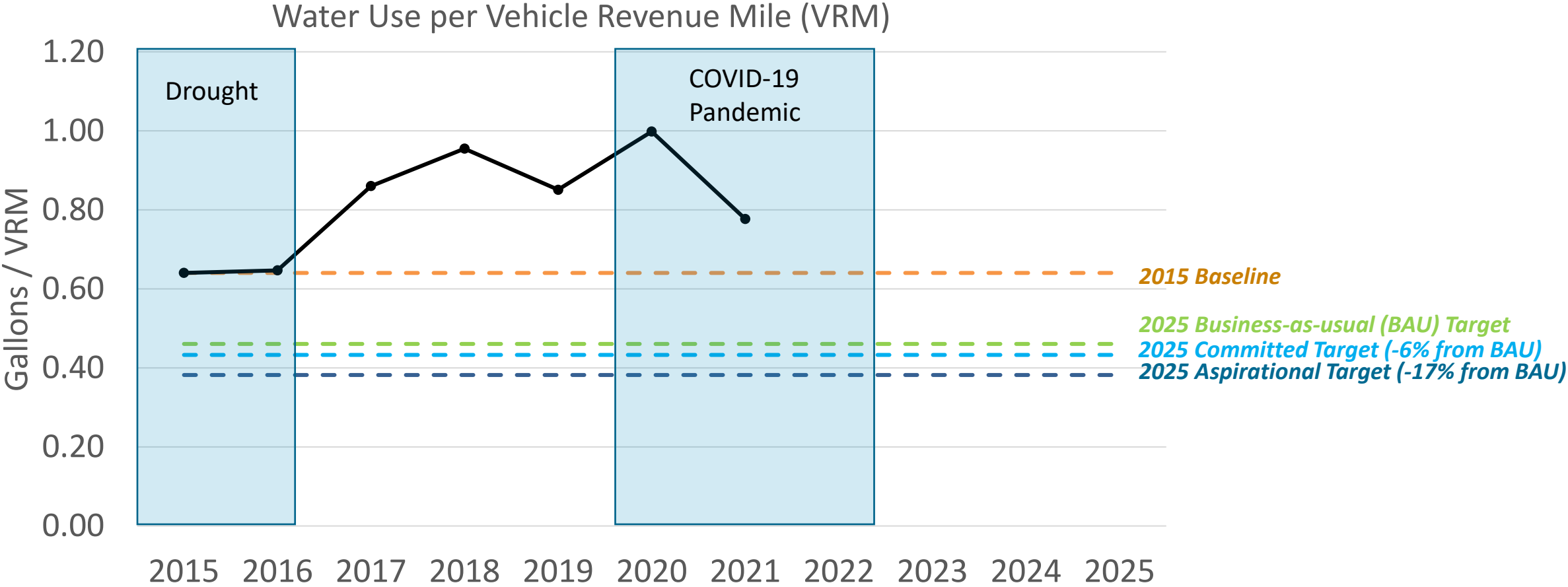
# Greenhouse Gas (GHG) Emissions

GHG Emissions by Asset Category



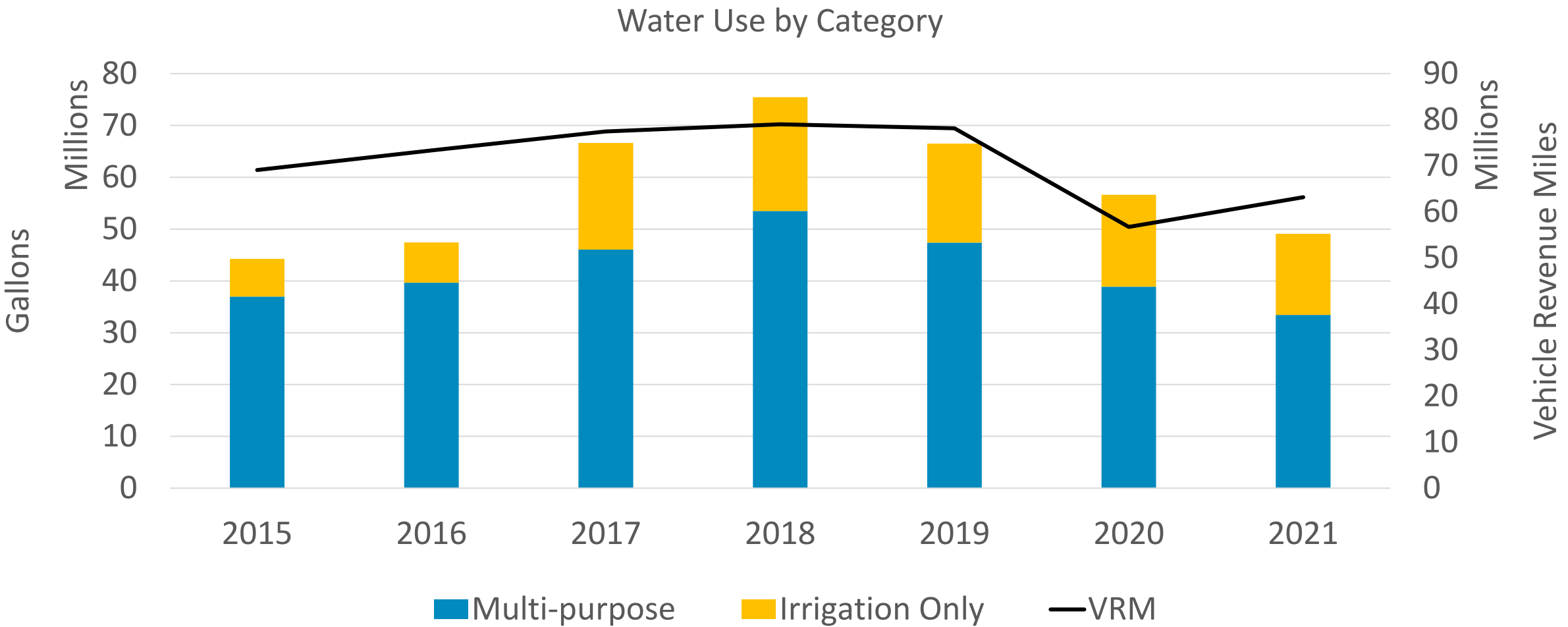
- Electric Traction
- Stations
- Offices
- Shops & Yards
- Non-Revenue Vehicles & Equip
- Diesel Traction
- Vehicle Revenue Miles

# District Water Use





# District Water Use



# Sustainability Action Plan – YOY Comparison of Progress Completing Actions

