



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Robert M. Pearson</i> 30 Nov 2018		GENERAL MANAGER ACTION REQ'D:		
DATE: 11/26/2018		BOARD INITIATED ITEM: No		
Originator/Prepared by: Martin Gran Dept: Labor Relations <i>Martin Gran</i> Signature/Date: 11/29/18	General Counsel <i>[Signature]</i> 11/29/18 []	Controller/Treasurer <i>[Signature]</i> 11/20/18 []	District Secretary []	BARC <i>[Signature]</i> 11/29/18 []
Status: Routed		Date Created: 11/26/2018		

Resolution Ratifying the Collective Bargaining Agreement with the BART Police Officers' Association

PURPOSE:

To obtain approval of the attached resolution ratifying the successor Collective Bargaining Agreement (CBA) between the following San Francisco Bay Area Rapid Transit District and the BART Police Officers' Association (BPOA).

DISCUSSION:

The District's CBA with the BPOA was for a five -year period and expired on June 30, 2018. Negotiations for a successor Agreement commenced in February 2018. In November 2018, the parties reached a tentative agreement, subject to member and board ratification, to a four-year successor CBA.

The tentative agreement provides the BPOA with the same general wage increase that was provided to the District's other unions at the time of the 2016 contract extension, with an additional one-time 6% market rate adjustment provided to sworn officers to address the fact that salaries for BART Police Officers are currently 13% - 20% below the market average of specified comparator police departments.

The District was able to reach an agreement that provides the District with increased flexibility and efficiency because it: allows the contracting out of background investigations; increases officer accountability by lengthening the amount of time disciplinary records are retained; reduces officer's time off by eliminating two days per year of discretionary leave; increases available patrol officers by civilianizing two positions; and limits employees' ability to accrue compensatory time off when vacancy rates are high.

Although the prior contract expired in June 2018, the agreed-upon wage increase is not retroactive; however, employees will receive a one-time payment in recognition of the delay in all economic increases. In addition, the parties agreed to a number of economic changes, the net result of which represents only minimal financial impact; namely, less than 0.5% of payroll. These include adjustments in pension cost-sharing, as well as modifications to existing premium pays. A summary of the salient changes in the tentative agreement is attached. It is currently anticipated that the BPOA will vote to ratify this Tentative Agreement by December 5, 2018.

FISCAL IMPACT: The actual cost for FY 19 is \$2.2M because of the delayed implementation. (The annualized ongoing cost of the FY 19 improvements is \$3.5M.) For each successive year of the 4-year CBA, the following General Wage Increases (GWI) will apply: 2.5% (FY 20); 2.75% (FY 21); and 2.75% (FY 22). Other than GWI, there are no additional economic improvements for each of those three fiscal years, with the exception of 1% adjustments to pension contributions.

ALTERNATIVES:

Reject the successor CBA. If the Board does not approve the successor CBA, the parties would remain without a contract and would continue negotiating towards a new successor CBA.

RECOMMENDATION:

Adoption of the following motion:

MOTION:

The Board approves the attached resolution ratifying the successor Collective Bargaining Agreement between San Francisco Bay Area Rapid Transit District and BART Police Officers' Association (BPOA), July 1, 2018 – June 30, 2022.

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

In the Matter of Ratifying the 2018 - 2022
Collective Bargaining Agreement 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 2018 - 2022 Collective Bargaining Agreement between the District and the BART Police Officers' Association as generally described in the attached Summary of Changes, dated November 29, 2018; and

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

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Adopted _____

2018-22 District/BART Police Officer Association Collective Bargaining Agreement (CBA)

Summary of Changes from 2013-18

This document represents a summary of important changes negotiated between the District and the BPOA. While this summary describes the important changes between the expired and successor CBA, should there be any inconsistency between this summary and the labor agreement, the language and intent of the labor agreement shall govern.

A. The following provisions are the major cost-drivers of the successor CBA:

Article 11.1 General Wage Increase (GWI): All members shall receive the following wage increases: 2.5% (FY 19); 2.5% (FY 20); 2.75% (FY 21); and 2.75% (FY 22). The FY 19 increase is effective the first pay period following ratification, and all subsequent GWIs are effective on July 1 of the fiscal year.

Article 11.2 Market Adjustment: There will be a one-time 6% increase for Police Officers to bring them closer to market average, effective the first pay period following ratification to address the fact that salaries for BART Police Officers are currently 13% - 20% below the market average of specified comparator police departments.

Article 1.8 Duration of Agreement: July 1, 2018 – June 30, 2022

B. The following provisions represent the major non-economic changes:

Article 2.7 Contracting Out: Modified to permit background investigations to be done by outside agencies through the term of the CBA.

Article 3.1B & 3.2 Police Accountability: Add additional time that discipline will be held in the employees' personnel files. Prior disciplines shall be considered for promotions for 2 years (up from 1 year), and for progressive discipline for 3 years (up from 2 years).

C. In addition to the above major cost-drivers, the following economic provisions net out to only minimal costs to the District (i.e., less than 0.5% of payroll):

Article 4.5 Holiday Conversion: Currently, the Police Department relies heavily on overtime to staff holidays. Holiday Conversion converts overtime paid at the holidays to year-round pay on a cost-neutral basis, thus reducing overtime, CTO accrual and back-fill costs.

Article 4.10 Compensatory Time Off: Modified to provide the Chief with the ability to limit Police Officers' accrual of compensatory time off (CTO) when the sworn vacancy rate is over 17% to reduce escalating compensatory time-off costs.

Article 4.11 Discretionary Days Off: Eliminates current CBA provision allowing employees to take time off work using two days of accumulated paid time off per year outside of the yearly vacation bid process, thus reducing required back-fill.

Article 5.3, 5.7 & 6.3 Insurance: Eliminates District-provided life insurance and long-term disability benefits and provides that these benefits will be provided through the Union.

Article 5.4 Health Benefit Contributions: Codify that employees will continue to contribute the \$44 per month additional contribution towards health coverage, and apply the existing 3% annual escalator to that contribution.

Article 6.1 Pension Cost-Share: The following changes to Sworn employee pension contributions will be incrementally phased in over the term of the CBA:

- Classic Sworn employees will pay more in pension contributions, increasing from the current 4% cost-share up to a 10% contribution.
- PEPPA Sworn employees (officers hired on or after January 1, 2013) will pay a lower pension contribution, decreasing from the current 17% to the statutory minimum 13% contribution.

Article 7.2 Sr. Police Officer: Increase pay for Senior Police Officers (by .75% for Intermediate Sr. Officers and 1.25% for Advanced Sr. Officers) to recognize achievement in attaining state POST certifications.

Article 9.8 Physical Fitness: Cease program of reimbursing employees up to \$50 per month for gym membership, as the program was under-utilized.

Article 11.2 Longevity Pay: Increase Longevity Pay to improve retention and recognize District service. (Increase 10-year and 14-year longevity steps by 1%.)

Article 11.2C Bilingual Pay: Increase Bilingual Pay from \$25 per pay period to \$50 pay period to recognize employees who assume additional duties to help serve our diverse ridership.

Article 11.3 Call-Back Time: Reform call-back time language to prevent overlapping payment of hours that are included both in minimum call-back hours and an employee's regularly scheduled hours.

Article 11.9 Uniforms Maintenance Allowance: Cease paying annual \$1050 uniform maintenance allowance to Police Officers.

Article 11.11 Education Pay: Restructure and increase the maximum Education benefit by 1.5% to recruit employees with Associate's and Bachelor's degrees, as well as to incentivize current employees to attain higher education.

Article 11.12 Civilianize Positions: Increase available Patrol Officers by civilianizing the two positions previously filled by Police Officers: Traffic Officer and Crime Analyst.