



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>5 June 2019</i> <i>Rhonda M. Power</i>		GENERAL MANAGER ACTION REQ'D:		
DATE: 5/29/2019		BOARD INITIATED ITEM: No		
Originator/Prepared by: Shana Dines Dept: Labor Relations <i>Shana Dines</i> Signature/Date: 05/31/19	General Counsel <i>[Signature]</i> 5/31/19 []	Controller/Treasurer <i>[Signature]</i> 6/3/19 []	District Secretary []	BARC <i>[Signature]</i> 6/3/19 []

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

PURPOSE:

To approve the attached resolution ratifying the successor Collective Bargaining Agreement (CBA) between the San Francisco Bay Area Rapid Transit District and the BART Police Managers' Association (BPMA).

DISCUSSION:

The District's CBA with the BPMA was for a five-year period commencing 2013 and expired on June 30, 2018. Negotiations for a successor Agreement commenced in February 2018; however, the negotiations were suspended until negotiations with the BART Police Officers' Association (BPOA) were completed. In January 2019, following the Board's ratification of the BPOA's successor CBA, the District and BPMA resumed bargaining. In April 2019, the parties reached a tentative agreement to a four-year successor CBA, BPMA membership ratified the agreement in May 2019.

The tentative agreement provides the BPMA with the same general wage increase provided to the District's other unions at the time of the 2016 contract extension, and to BPOA in 2018, with a guaranteed differential for Sergeants to be paid 25% above the Senior Police Officers-Advanced who they supervise, and Lieutenants to be paid 20% above the Sergeants who they supervise, to prevent compaction and ensure officers to continue to have an incentive to promote into the management ranks.

The parties' were able to reach an agreement that provides the District with increased

accountability, flexibility and efficiency because it: lengthens the amount of time disciplinary records are retained; adds Zone Commander Lieutenants to Special Assignments so they can be assigned in the Chief's discretion; limits the amount of vacation time employees can take and how many employees can go on vacation at a time; and limits employees' ability to accrue compensatory time off when police officer vacancy rates are high.

Although the prior contract expired in June 2018, the agreed-upon wage increase is not retroactive. 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, all of which will go into effect in the second year of the contract, and the net result of those changes for FY 20 represents only minimal financial impact, 0.75% 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.

FISCAL IMPACT:

There is no cost for FY 19 because of the delayed implementation. (The annualized ongoing cost of the FY 19 improvements is \$1M.) 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 minor additional economic improvements for the one-year step progression each of those three fiscal years, as well as the 1% increases 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 Managers' Association (BPMA), July 1, 2018 – June 30, 2022.

2018-22 District/BART Police Managers' Association (BPMA)
Collective Bargaining Agreement (CBA)

Summary of Changes from 2013-18

This document represents a summary of important changes negotiated between the District and the BPMA. 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 45(A) 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 will only apply as part of the lump sum in lieu of retroactivity, and all subsequent GWIs are effective on July 1 of the respective fiscal year.

Article 45(A) Compaction: There will be a guaranteed differential between supervisory classifications to prevent compaction and continue the incentive to promote into management ranks. Sergeants will be paid 25% above the Senior Police Officers-Advanced who they supervise, and Lieutenants will be paid 20% above the Sergeants who they supervise.

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

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

Article 9 & 57 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., 0.75% of payroll):

Article 21(4) & (5) Vacation Bidding: Reduces time employees are off work by limiting members in the annual vacation bid to bid for their annual accrual of vacation, plus two additional weeks, and limits the number of employees who can take vacation at a given time.

Article 31 & 32 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 increase the pension contribution from the current 4% to 10%.
- PEPRA Sworn employees (officers hired on or after January 1, 2013) will decrease the pension contribution from the current 17% to the statutory minimum 13.75% contribution.
- Classic Civilian employees will increase the pension contribution from the current 4% to 8%.
- PEPRA Civilian employees (employees hired on or after January 1, 2013, of which there are currently none in BPMA) will pay half the normal cost, as required by statute.

Article 33 Health Benefit Contributions: 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 38, 40 & 41 Insurance: Eliminates District-provided life insurance and long-term disability benefits and provides that these benefits will be provided through the Union.

Article 45(A) Step Advancement: Modifies the step advancement plan to mirror BPOA and the District's other Unions, with one year between salary steps, increased from the current two years between salary steps.

Article 45(B) & (D) Education/Skill Allowance and Longevity Pay: Restructures the previous Education/Skill Allowance, which combined incentives for college degrees, POST certification, and Longevity, into separate benefits, increasing the maximum benefit by 4%. Employees can now achieve:

- 1% for Advanced POST Certificate and an additional 1% for Supervisory POST Certificate;
- 2% for an Associate's Degree, an additional 2% for a Bachelor's Degree, and up to a total of 8% for a Master's Degree, to recruit employees with higher education, as well as to incentivize current employees to attain higher education; and
- Additional Longevity Pay at 10 and 14 years to mirror BPOA, improve retention and recognize District service.

Article 45(E) 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 46 Special Assignment Pay: Add Zone Commander Lieutenants to Special Assignments, so Chief has discretion in making assignments and increased accountability, and raise Lieutenant special assignment pay from \$350 per month to \$700 per month.

Article 49(B) & (C) Call-Back & Court Time: Clarifies call-back time and court time language to prevent overlapping payment of hours that are included both in minimum call-back hours and an employee's regularly scheduled hours.

Formerly Article 46 Physical Fitness: Discontinues reimbursement of up to \$50 per month for gym membership, as the program was under-utilized.

Article 50 Compensatory Time Off: Modified to provide the Chief the ability to limit accrual of compensatory time off (CTO) when the BPOA's limitation is triggered, when the Police Officer vacancy rate is over 17%, to reduce escalating compensatory time-off costs.

Article 53 Uniforms Maintenance Allowance: Discontinues the payment of the annual \$1050 uniform maintenance allowance to Sergeants and Lieutenants.

**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 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 2018 - 2022 Collective Bargaining Agreement between the District and the BART Police Managers' Association as generally described in the attached Summary of Changes, dated May 29, 2019; 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 _____