

**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 2021-2024 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 2021-2024 between the District and the American Federation of State, County and Municipal Employees, Local 3993 as generally 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 American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("District") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have agreed to extend the 2013-2021 Labor Agreement and create a successor agreement for the term July 1, 2021 through June 30, 2024. 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 a Side Letter agreeing that the AFSCME eBART bargaining unit shall be accreted into the CBA with the addition of certain terms and conditions, as set forth in the attached tentative agreements, expressly related to the accreted eBART classifications and duties. The Parties expressly agree that effective June 30, 2021, or upon the reclassification of all eBART employees into AFSCME BART classifications, whichever occurs first, and contingent upon ratification of this extension agreement, the AFSCME eBART unit shall be dissolved and the terms and conditions of the AFSCME eBART Collective Bargaining Agreement shall be dissolved and not used for any purpose.

This Agreement is also expressly contingent upon agreement that AFSCME shall take no action to object or otherwise oppose the contracting out of the management services (with the exception of the duties that are currently performed by AFSCME bargaining unit employees at 300 Lakeside Drive ["LKS"]) to be performed at the new BART Headquarters for a minimum period of five (5) years from the date of the anticipated move to that location, June 30, 2021. Said Agreement shall be memorialized in a Letter of Agreement executed concurrently with this Agreement.

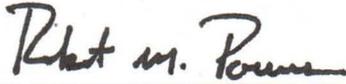
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*Extension Agreement
Between BART and AFSCME*

Date: 11/5/20

FOR THE DISTRICT

FOR THE UNION



Robert M. Powers
General Manager
Bay Area Rapid Transit District

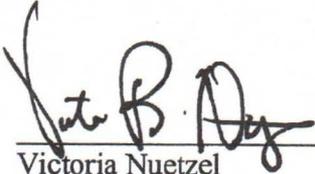


Sal Cruz
President
AFSCME, Local 3993



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
Office of the General Counsel

TENTATIVE AGREEMENT

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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 20-01

RE: Dissolution of the AFSCME eBART Collective Bargaining Agreement

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 the dissolution of the AFSCME eBART Bargaining Unit and AFSCME eBART Collective Bargaining Agreement, which was effective May 11, 2017 – June 30, 2022, and the incorporation of the AFSCME eBART members into the AFSCME/BART bargaining unit and modification of certain terms and conditions of the Collective Bargaining Agreement between the District and AFSCME to specifically address eBART classifications and specific terms related to the E-Line DMU System operations, which shall replace eBART.

The Parties agree that following ratification of the Extension Agreement and this Side Letter by AFSCME members and the District's Board, the current AFSCME eBART classification, Supervisor of Operations, eBART, shall be subject to the following terms and conditions:

1. The current Supervisors of Operations, eBART, will remain in their current job classification until the effective date of an ATU bid that places Station Agents and Foreworkers at Antioch Station and the eMF in Antioch. Effective on the date those positions begin reporting to Antioch, the Supervisor of Operations, eBART classification will be abolished and the employees in that classification will be reclassified AFSCME classifications as follows:
 - a. First, one (1) Supervisor of Operations, eBART shall be reclassified to a Road Supervisor of Engines position.

- b. Second, eight (8) Supervisors of Operations, eBART shall be reclassified to DMU System Rail Controller positions.
- c. Finally, two (2) Supervisors of Operations, eBART shall be reclassified to Operations Supervisor Liaisons positions.

2. Road Supervisor of Engines

- a. The District shall create a new classification "Road Supervisor of Engines" and the first hire into this position will result from a competitive process open only to the Supervisors of Operations, eBART.
- b. The reclassification into the Road Supervisor of Engines position may occur earlier than as described in 1. above, following the conclusion of the competitive selection process.
- c. The Road Supervisor of Engines shall have reversion rights into a vacant position in the Supervisor of Operations, eBART or DMU System Rail Controller classification, if such vacancy exists. If no such vacancy exists, the employee will revert to an AFSCME position for which they are qualified of similar classification to their prior position.
- d. All subsequent hires into the Road Supervisor of Engines position will be through an open competitive process.

3. DMU System Rail Controllers

- a. The District shall create a new classification "DMU System Rail Controllers" and the Union will determine the selection process for the initial eight (8) DMU System Rail Controllers. The DMU System Rail Controllers shall retain their eBART seniority.
- b. The DMU System Rail Controller shall operate out of the eBART Control Center ("eCC") in Antioch for a period of three (3) years from the date of ratification of this agreement, or until the Oakland Operations Control Center ("OCC") renovation is substantially complete, whichever occurs later. Upon relocation to the Oakland OCC at that time, seven (7) of the DMU System Rail Controller positions will move to the OCC and one (1) DMU System Rail Controller will transfer to a Line Supervisor position within the Transportation Supervisor classification.
 - i. The Union will determine the Transportation Supervisor selection process and seniority.
 - ii. The employee transferred to the Transportation Supervisor position shall not be subject to a probation period.
- c. The eCC will have one (1) Pan-Tilt-Zoom ("PTZ") camera in it with no microphone to allow the Central Manager to monitor and supervise the activities of the eCC. The PTZ camera will have live video only and will not be recorded. Verbal communication with the eCC will occur via the eCC/OCC hotline currently in use.

- d. The PTZ camera will be eliminated upon the DMU System Rail Controllers' move to the OCC. The PTZ camera agreement is made on a non-precedent setting basis.

4. Operations Supervisor Liaisons

- a. The Union will determine the Operations Supervisor Liaisons selection process and seniority.
- b. The Supervisors of Operations, eBART who are reclassified to Operations Supervisor Liaisons positions shall suffer no loss in base pay.
- c. There shall be no claim of pay inequity on behalf of the Operations Supervisor Liaisons resulting from the Supervisors of Operations, eBARTs' transfer.
- d. The employees reclassified to the Operations Supervisor Liaisons positions shall not be subject to a probation period.

Sections 1.5, 1.6, 4.1, and 13.5 of the CBA shall be modified to reflect the changes listed above.

It is expressly agreed that effective June 30, 2021, or upon the reclassification of all eBART employees into AFSCME BART classifications, the AFSCME eBART Bargaining Unit and AFSCME eBART CBA shall be dissolved and the AFSCME eBART CBA may not be used for any purpose.

FOR THE DISTRICT



Tamar Allen
AGM, Operations
Bay Area Rapid Transit District

FOR THE UNION

11.6.2020 
Date Sal Cruz
President
AFSCME, Local 3993

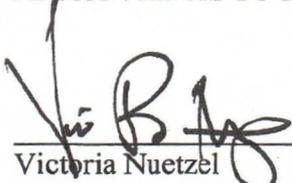
11/5/20
Date



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

11/5/20
Date

APPROVED AS TO FORM



Victoria Nuetzel
Office of the General Counsel

11/6/20
Date



TENTATIVE AGREEMENT

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3993 ("AFSCME") SECTION 1.5 – UNION RECOGNITION

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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.

The parties agree that following ratification of the AFSCME BART extension agreement, Section 1.5 shall be modified to include the following AFSCME represented classifications:

1.5 UNION RECOGNITION

*This is only inclusive of the added/modified classifications:

<u>CLASSIFICATION</u>	<u>PAY BAND</u>
<u>Asset Data Manager</u>	<u>I</u>
<u>Communications Officer</u>	<u>I</u>
<u>Contract Specialist I</u>	<u>C</u>
<u>Contract Specialist II</u>	<u>D</u>
<u>Contract Specialist III</u>	<u>E</u>
<u>Crew Office Supervisor</u>	<u>G</u>
<u>DMU System Rail Controller</u>	<u>G</u>
Facilities/Utility Location Coordinator	<u>EF</u>
Financial Analyst I	<u>*C</u>
Financial Analyst II	<u>CD</u>
Information Systems Security Officer	<u>EF</u>
<u>Instructional Design Specialist</u>	<u>E</u>
Liability Risk Analyst	<u>EF</u>
<u>Manager of Acquisition Support</u>	<u>I</u>

<u>Manager of Ad Franchise Program</u>	<u>I</u>
<u>Manager of Budget and Administration, Capitol Corridor</u>	<u>I</u>
<u>Manager of Capital Project Support</u>	<u>I</u>
<u>Manager of Creative Services</u>	<u>I</u>
<u>Manager of Financial Analysis Administration</u>	<u>I</u>
<u>Manager of Maintenance Administration</u>	<u>I</u>
Manager of Non-Revenue Vehicle Maintenance	H
Manager of Operations Safety	<u>HI</u>
Manager of Parking Programs	<u>*I</u>
<u>Manager of Performance Analytics</u>	<u>I</u>
<u>Manager of Purchasing</u>	<u>I</u>
Manager of Quality Assurance	<u>*I</u>
Manager of Special Projects, Analysis	*
Manager of Special Projects, TSD	*
Manager of Time and Labor Administration	<u>HI</u>
<u>Operations Training Supervisor</u>	<u>G</u>
<u>Principal Contract Specialist</u>	<u>G</u>
<u>Principal Grants Officer</u>	<u>G</u>
<u>Principal Operations Safety Specialist</u>	<u>H</u>
<u>Principal Performance Analyst</u>	<u>G</u>
<u>Principal Research Project Analyst</u>	<u>G</u>
<u>Procurement Support Manager</u>	<u>I</u>
<u>Project Support Manager</u>	<u>I</u>
<u>Property Manager</u>	<u>H</u>
<u>Rail Operations</u> Train Controller	I
<u>Rail Systems Compliance Officer Capitol</u>	<u>G</u>
<u>Reliability Analyst</u>	<u>E</u>
<u>Research & Development Specialist</u>	<u>G</u>
<u>Research Projects Supervisor</u>	<u>H</u>
<u>Road Supervisor of Engines</u>	<u>G</u>
<u>Safety & Training Manager eBART</u>	<u>I</u>
Senior Administrative Analyst	<u>ED</u>
<u>Senior Grants Officer</u>	<u>E</u>
<u>Senior Performance Analyst</u>	<u>F</u>
<u>Senior Quality Administrator</u>	<u>G</u>
<u>Senior Research Projects Analyst</u>	<u>E</u>
Senior Time and Labor Administrative Analyst	<u>DE</u>
<u>Senior Transportation Planner</u>	<u>F</u>

Special Projects Manager, Track and Structures
Special Projects Manager, Structures
Special Projects Manager, Track
Special Projects Manager, Traction Power
Special Projects Manager, Train Controller
Strategic Budget Administrator
System Service Supervisor
Systems Programmer
Vehicle Performance Analyst

GH
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Date: 11/5/20

FOR THE DISTRICT

FOR THE UNION



Tamar Allen
AGM, Operations
Bay Area Rapid Transit District



Sal Cruz
President
AFSCME, Local 3993



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
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 1.6 – UNION REPRESENTATIVES

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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.

The parties agree that following ratification of the AFSCME BART extension agreement, Section 1.6 shall be modified as follows:

1.6 UNION REPRESENTATIVES

~~Twelve (12)~~ **Thirteen (13)** Union representatives, including the President, shall be recognized to assist employees in resolving grievances at the lowest possible administrative level, provided, however, the parties agree that three (3) of the ~~twelve (12)~~ **thirteen (13)** representatives shall be area representatives. The parties further agree that one (1) of the thirteen (13) representatives shall be from the DMU System Rail Controller classification, only until such time as the DMU System Rail Controllers relocate to the OCC, upon which the one (1) DMU System Rail Controller representative will convert to an at-large representative. The Union agrees to select one (1) area representative from members working at each of the following three (3) line locations: A/L line, C and R line, and M/W line. If an area representative assignment is vacant for any reason the total number of ~~twelve (12)~~ **thirteen (13)** representatives is temporarily reduced accordingly until the area representative vacancy is filled. Representatives employed by the District shall be afforded reasonable time for the conduct of Union business, without loss of pay or benefits provided that an official Union Business for AFSCME Representatives Form #1499 is submitted to the union representative's supervisor in advance. At no time will a union representative be paid a premium or overtime for conducting approved union business. "Union business," as used in this provision, consists of investigating and processing grievances at the lowest possible administrative level; attending meetings and trainings with management; and participating in arbitrations, including reasonable preparation time for such arbitrations.

The President during his/her respective term of office shall receive grave shift differential in recognition of his/her variable work schedule.

The President, during his/her respective term of office shall have two (2) paid designated days a week time off on Union Business subject to advance notification to his or her supervisor, as provided above. Requests for additional Union Business time shall not be unreasonably denied.

Upon formal designation by the Union, representatives employed by the District will not be transferred from the assignment, shift or location they hold by reason of their election or appointment, but at no time will the District be under obligation to retain a representative employed by the District because of his/her status for whom there is no work to perform or who cannot perform available work in a qualified and acceptable manner.

Representatives will be given the privilege of utilizing the District's inter-office mail and existing telephone facilities as may reasonably be necessary in the conduct of Union business.

The ~~twelve (12)~~ thirteen (13) union representatives will be released to attend the monthly Executive Board meetings held on the second Wednesday of the month.

Each member of the duly elected or appointed Union Negotiating Committee (not to exceed ~~twelve (12)~~ thirteen (13)) who attends the Union Management contract negotiation meetings will be compensated for actual work time lost as a result of such meetings.

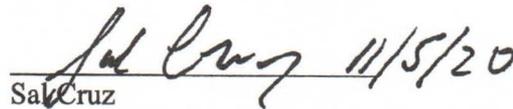
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FOR THE DISTRICT

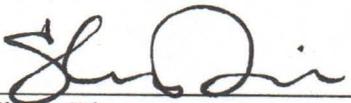
FOR THE UNION



Tamar Allen
AGM, Operations
Bay Area Rapid Transit District

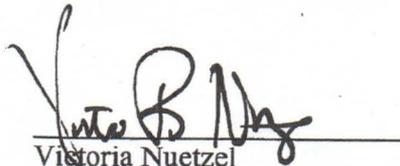


Sal Cruz
President
AFSCME, Local 3993



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
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 3.1 – SALARY FOR FISCAL YEARS 2021-2024

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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.

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 ~~2014-2021~~ 2021-2024

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 2014

Effective July 1, 2013, the base salary for AFSCME employees shall be increased by one and eight thousand six hundred seven ten thousandths percent (1.8607%) over the prior base rate of pay. The prior base rate of pay includes the one percent (1%) conditional wage increase provided for in the 2009-2013 Agreement effective July 1, 2013. Effective January 1, 2014 the base salary shall be increased by an additional one and eight thousand six hundred seven ten thousandths percent (1.8607%).

B. Fiscal Year 2015

Effective January 1, 2015, the base salary for AFSCME employees shall be increased by three and seven thousand two hundred fourteen ten thousandths percent (3.7214%).

C. Fiscal Year 2016

Effective January 1, 2016, the base salary schedule for AFSCME employees shall be increased by three and seven thousand two hundred fourteen ten thousandths percent (3.7214%).

*Tentative Agreement
Section 3.1
Between BART and AFSCME*

D. Fiscal Year 2017

Effective January 1, 2017, the base salary for AFSCME employees shall be increased by four and two thousand fourteen ten thousandths percent (4.2214%).

E. Fiscal Year 2018 and 2019

Effective July 1, 2017 and July 1, 2018 the base salary for AFSCME employees shall be increased by two and one half percent (2.5%).

F. Fiscal Year 2020 and 2021

Effective July 1, 2019 and July 1, 2020 the base salary for AFSCME employees shall be increased by two and three quarters percent (2.75%).

A. 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 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 3.2. A. Pay Progression Program shall be suspended during FY22.

B. Fiscal Year 2023 ("FY23")

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

Effective July 1, 2022, 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 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.

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 Section 3.1
 Between BART and AFSCME

Wage increases for FY23 shall be based on the table below:

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

C. Fiscal year 2024 (“FY24”)

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

Effective July 1, 2023, 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 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.

Tentative Agreement
 Section 3.1
 Between BART and AFSCME

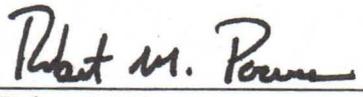
Wage increases for FY24 shall be based on the table below:

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

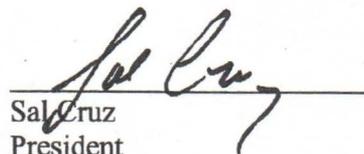
Date: 11/5/20

FOR THE DISTRICT

FOR THE UNION



Robert M. Powers
 General Manager
 Bay Area Rapid Transit District

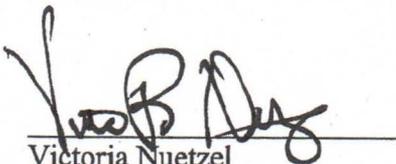


Sal Cruz
 President
 AFSCME, Local 3993



Shana Dines
 Director of Labor Relations
 Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
 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 3.7 – CONDITIONAL LUMP SUM PAYMENTS

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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.

The parties agree that following ratification of the AFSCME BART extension agreement, Section 3.7 shall be deleted as follows:

3.7 CONDITIONAL LUMP SUM PAYMENTS

~~If all criteria set forth herein are met and no extraordinary unplanned expenses as set forth herein have occurred, then during each fiscal year of the term of this Agreement, the District shall pay each AFSCME represented employee on active and paid status at the time of the payment a lump sum payment which shall be calculated as set forth below but which shall not exceed one thousand dollars (\$1,000) in any fiscal year. These calculations shall be made at the conclusion of each fiscal year and will be based on the data available on that date. Payment shall be made within sixty (60) days of the date of the calculation.~~

~~1. Criteria for Lump Sum Payment~~

~~Each one (1) percent increase in actual Core System annual average weekday ridership growth over the District's Short Range Transit Plan (SRTP) projected growth as specified in May 2013 SRTP for Fiscal Years 2013–2017 and the Adopted SRTP Oct. 2014 for Fiscal Years 2018–2021 shall result in a lump sum payment of five hundred dollars (\$500) up to a maximum of one thousand dollars (\$1,000) subject to the following limitations:~~

~~a) Specific Increased Expenses~~

~~Determine whether the following specific District expenses have increased greater than stated:~~

- ~~— District's Employer PERS miscellaneous pension contribution rates increased by more than sixteen percent (16%);~~

Tentative Agreement
 Section 3.7
 Between BART and AFSCME

~~Health Insurance premiums, as reported by CalPERS and measured by the simple average of the annual percent change in the Blue Shield Access+ and Kaiser premiums, required by Section 6.2 of this Agreement increased by more than ten percent (10%).~~

~~If either of the increases listed above are exceeded then no lump sum payment will be made.~~

b) ~~Extraordinary, Unplanned Expenses~~

~~The District shall determine whether an extraordinary, unbudgeted, and unanticipated expense exceeding two and five tenths percent (2.5%) of the District's adopted operating expense budget occurred. In the event that such an extraordinary, unbudgeted and unanticipated expense outside of the control of the District has occurred the District shall have no obligation to make a lump sum payment.~~

*** Minute Clarification**

~~*The Parties understand that the Core System excludes various extension projects. Under the terms of the operating agreement governing the San Francisco Airport Extension, the Oakland Airport Connector and the VTA/BART Silicon Valley Berryessa Extension, BART fare revenue generated by rides using those extensions is dedicated to those extension projects.~~

~~*The Parties further understand the eligibility for the conditional lump sum is limited to those "AFSCME represented employees on active and paid status," which includes those employees on leave status at the time of payment, so long as they have worked at least one day during the fiscal year.~~

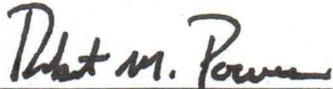
~~*The conditional lump sum payment provision above is based on the following ridership projections. BART's Short Range Transit Plan ("SRTP") Financial Model: Ridership Estimates projects the following ridership and related revenues:~~

Short Range Transit Plan Average Weekday Core System	FY13	FY14	FY15	FY16	FY17	FY18
Average Weekday Ridership Core System % Growth over Prior Year	346,869	356,443 2.760%	357,615 0.329%	365,498 2.204%	368,960 .0947%	378,380 2.6%
SRTP Adopted Oct. 2014 Average Weekday Core System	FY19	FY20	FY21			
Average Weekday Ridership Core System % Growth over Prior Year	387,990 2.5%	395,940 2.0%	402,314 1.6%			

*Tentative Agreement
Section 3.7
Between BART and AFSCME*

Date: 11/5/20

FOR THE DISTRICT



Robert M. Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION

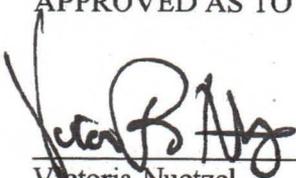


Sa Cruz
President
AFSCME, Local 3993



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
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 4.1 – OVERTIME

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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.

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

4.1 OVERTIME

All non-exempt employees shall be subject to the overtime provisions as follows:

- A. Notwithstanding other sections of the Agreement that may conflict with this section, for the purposes of calculating the employee's forty (40) hour workweek, only sick leave and unpaid time off will not be credited towards the forty (40) hours in the employee's scheduled workweek. Employees shall within each calendar year have two sick leave or unpaid time off exceptions, one every six months. Such exceptions may not be carried over if not used and must be designated by the employee before working on his or her regular days off in the District work week in which the exception will be take.
- B. The classifications listed below will be paid at one and one half (1.5x) for all hours worked in excess of eight (8) hour and/or ten (10) hour work days (5-8s or 4-10s) and in excess of a forty (40) hour week, including holidays if the employee works the holiday.
 1. All hours worked by Foreworker IIIs (System Service Supervisors) on the first scheduled day off (RDO) shall be compensated at one and one half (1.5x) times the existing straight time rate. All hours worked on the second regular day off (RDO) after working the first regular day off (RDO), shall be compensated at two (2) times the existing straight time rate. All hours worked on the third regular day off (RDO) (for 4-10 Plan) after working the first and second regular days off (RDO), shall be compensated at two (2) times the existing straight time rate.
 2. Employees in the classifications Data Base Administrator, Senior Financial Analyst, Senior Inventory Control Analyst, Treasury Analyst, Rail Operations ~~Train~~-Controller, DMU

System Rail Controller, Road Supervisor of Engines, and Power & Way Controller have elected to receive monetary compensation OR compensatory time at one and one half (1.5x) their rate of pay when they work overtime. There will be NO double time paid if they work their 2nd RDO (or 3rd RDO if they work a 4-10 schedule) after having worked the 1st RDO; and

3. Employees in the classifications Transportation Supervisor, Operations Supervisor – Liaisons, Senior Operations Supervisor – Liaisons, Senior Central Maintenance Supervisor and Central Maintenance Supervisor have elected to receive monetary compensation at one and one half time (1.5x) their rate of pay when they work overtime on their first (1st) RDO and monetary compensation at double their rate of pay if they work on their 2nd RDO (or 3rd RDO if they work a 4-10 schedule). This is applicable ONLY after the employee has worked overtime on their 1st RDO. These classifications will not be eligible to receive compensatory time.
4. The provisions of Section B (2) and B (3) above shall remain in effect for the term of this Agreement.

C. Exceptions to Overtime Rules for Employees with Alternate Work Schedules (9/80).

1. All hours worked in excess of the regularly scheduled workday shall be compensated at the applicable overtime rate for actual overtime hours worked.
2. Subject to the calculations of overtime requirements found in the paragraphs above, all hours worked on an employee's first regular day off (RDO) during any workweek shall be compensated at the applicable overtime rate.
3. Actual hours worked on the second or third RDO during any workweek shall be compensated at the applicable overtime rate.

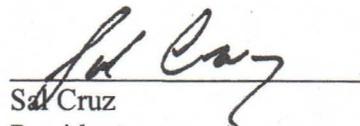
Date: 11/5/20

FOR THE DISTRICT



Tamar Allen
AGM, Operations
Bay Area Rapid Transit District

FOR THE UNION



Sal Cruz
President
AFSCME, Local 3993



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
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 6.2(B) – PERS MEDICAL & PRESCRIPTION DRUG BENEFITS**

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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.

The parties agree that following ratification of the AFSCME BART extension agreement, Section 6.2(B) shall be modified as follows:

6.2 (B) PERS-MEDICAL & PRESCRIPTION DRUG BENEFITS

B. Employee and Retiree Contributions for Health Insurance

All employees eligible for PERS medical benefits who enroll for such benefits shall be responsible for a premium contribution in the amount of twenty-four dollars and fifty eight cents (\$24.58) per month, except as provided below.

- The employee's twenty-four dollars and fifty eight cents (\$24.58) monthly employee contribution toward the medical insurance premium shall increase by fifty dollars and forty two cents (\$50.42) on January 1, 2006. Each January 1 thereafter, the monthly employee contribution shall increase by an escalator amount of three percent (3%). For example, the total monthly employee contribution on January 1, 2007 will be seventy-seven dollars and twenty-five cents per month. (The calculation that arrives at this number is as follows: $\$24.58 + \$50.42 = \$75 \times 1.03 = \77.25 .) The employee contribution amounts provided by this subsection shall be the maximum employee premium contribution through June 30, 2034. The employee contribution amounts provided below shall be in addition to any costs for coverage excess of the amounts specified in paragraph C below.

<u>DATE</u>	<u>MAXIMUM EMPLOYEE MONTHLY CONTRIBUTION</u>
01 Jan. – 06	\$75.00
01 Jan. – 07	\$77.25
01 Jan. – 08	\$79.57

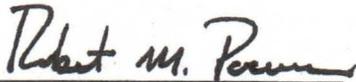
01 Jan. - 09	\$81.95
01 Jan. - 10	\$84.41
01 Jan. - 11	\$86.95
01 Jan. - 12	\$89.55
01 Jan. - 13	\$92.24
01 Jan. - 14	\$95.01
01 Jan. - 15	\$97.86
01 Jan. - 16	\$100.79
01 Jan. - 17	\$103.82
01 Jan. - 18	\$106.93
01 Jan. - 19	\$110.14
01 Jan. - 20	\$113.44
01 Jan. - 21	\$116.85
01 Jan. - 22	\$120.35
01 Jan. - 23	\$123.96
01 Jan. - 24	\$127.68
01 Jan. - 25	\$131.51
01 Jan. - 26	\$135.46
01 Jan. - 27	\$139.52
01 Jan. - 28	\$143.70
01 Jan. - 29	\$148.02
01 Jan. - 30	\$152.46
01 Jan. - 31	\$157.03
01 Jan. - 32	\$161.74
01 Jan. - 33	\$166.60
01 Jan. - 34	\$171.59

2. During the term of this Agreement, the employees' premium contribution shall be increased by thirty-seven dollars (\$37) per month as follows: 2014 - \$132.01; 2015 - \$134.86; 2016 - \$137.79; 2017 - \$140.82; 2018 - \$143.93; 2019 - \$147.14; 2020 - \$150.44; **and 2021 - \$153.85; 2022 - \$157.35; 2023 - \$160.96; and 2024 - \$164.68.** For active employees the additional thirty-seven dollars (\$37) per month shall be deducted from the one and six hundred twenty-seven thousandths percent (1.627%) money purchase pension plan contribution.

3. Each eligible retiree shall pay the same premium contribution as active employees. Employees' premium contributions will be paid for through tax-exempt payroll deductions. Retiree premium contributions will be deducted from the retirement allowance paid by PERS. If a retiree's retirement allowance is not sufficient to pay the entire contribution, the retiree must pay the balance due on such premium contribution directly to PERS. If such payment is not received by the due date, health care coverage will automatically, immediately and permanently cease. These rules are intended to comply with the premium contribution procedures established by PERS, which may be modified by PERS. The District, Unions and employees shall comply with the PERS procedures in effect from time to time.

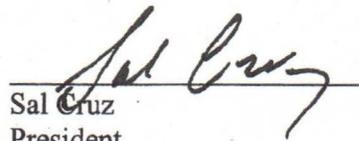
Date: 11/5/20

FOR THE DISTRICT



Robert M. Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION



Sal Cruz
President
AFSCME, Local 3993



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
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 11.1(F)(2)(a) – SICK LEAVE**

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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.

The parties agree that following ratification of the AFSCME BART extension agreement, Section 11.1(F)(2)(a) shall be modified as follows:

11.1 (F)(2)(a) SICK LEAVE

2. Annual Buy-Back or MPPP Incentive: The District shall give employees the option each year to make an irrevocable election on the schedule indicated below to buy-back or to deposit into their Money Purchase Pension Plan (MPPP) accounts, the dollar value of the sick leave earned within the annual accrual period indicated in F.2.a below, less sick leave taken during that same period, on an after tax basis.

a) **Sick Leave Accrual/Election Periods:** The maximum sick leave which may be earned for each accrual period is ninety-six (96) hours for employees on a 5-8 or 9/80 Work Plan and one hundred twenty (120) hours for employees on a 4-10 Work Plan. Sick leave for which such an election has been made shall not be included by the District in the certification to CalPERS under the retirement service credit plan described above.

During the month of September each year, employees will be given the opportunity to make an irrevocable annual election to buy back sick leave which will be newly earned during the following sick year (Oct. 1 – Sept. 30), but not used during that year (unused sick year accrual).

ELECTION PERIOD

~~09/02/13 – 09/16/13~~

~~09/01/14 – 09/15/14~~

~~09/07/15 – 09/21/15~~

~~09/05/16 – 09/19/16~~

ACCRUAL PERIOD

~~09/30/13 – 09/28/14~~

~~09/29/14 – 09/27/15~~

~~09/28/15 – 09/26/16~~

~~09/26/16 – 09/24/17~~

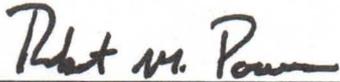
~~09/04/17 - 09/18/17~~
~~09/03/18 - 09/17/18~~
~~09/02/19 - 09/16/19~~
~~09/07/20 - 09/21/20~~

~~09/25/17 - 09/23/18~~
~~09/24/18 - 09/22/19~~
~~09/23/19 - 09/20/20~~
~~09/21/20 - 09/19/21~~

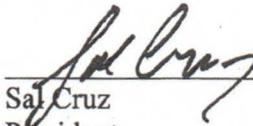
Date: 11/5/20

FOR THE DISTRICT

FOR THE UNION



Robert M. Powers
General Manager
Bay Area Rapid Transit District

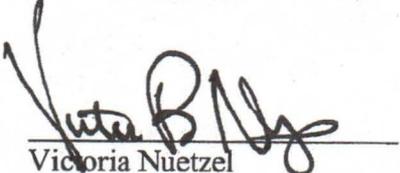


Sal Cruz
President
AFSCME, Local 3993



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
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 13.5 – SPECIAL PROVISIONS – DMU SYSTEM CLASSIFICATIONS

October 30, 2020

The San Francisco Bay Area Rapid Transit District (“BART”) and American Federation of State, County and Municipal Employees Local 3993 (“AFSCME”) have negotiated and reached a tentative agreement regarding the extension of and modifications 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.

The parties agree that following ratification of the AFSCME BART extension agreement, Section 13.5 shall be modified to include the following AFSCME represented classifications:

13.5 DMU SYSTEM CLASSIFICATIONS

The DMU System Rail Controller and the Road Supervisor of Engines (RSE) classifications were created as part of the accretion of the eBART bargaining unit into the AFSCME BART bargaining unit, and the work associated with these classifications is recognized as part of the AFSCME BART bargaining unit. The DMU System Rail Controller and the RSE are within the Transportation Department.

I. Hours of Service

The District will comply with state and federal law, regulations, and guidelines regarding rest periods. The District shall not require or permit, except in exigent circumstances, any safety sensitive employee to remain on duty for more than twelve (12) consecutive hours.

Employees will not remain on duty for more than twelve (12) consecutive hours or more than an aggregate of twelve (12) hours spread over a period of sixteen (16) hours except in exigent circumstances. Employees shall have a minimum of eleven (11) hours off between scheduled work shifts except in exigent circumstances. These hours are subject to change in the event the CPUC GO 143 (B) standard on hours of service changes.

II. Safety Shoes

Safety shoes shall be worn by employees as required by the District during their on-duty hours. Upon retention by the District, each employee shall be provided with one hundred sixty-five dollars (\$165) for the purchase of such shoes. Thereafter the District will reimburse one hundred sixty-five dollars (\$165) annually to each employee required to wear safety shoes.

Annual payment for the purchase and maintenance of safety shoes will be made in the month of September of each fiscal year on a separate check.

The safety shoes shall be the best suited to the employee's work environment, meet requirements of the Chief Safety Officer or designee who will set reasonable requirements based on applicable law and regulations.

DMU System Rail Controllers shall only be required to wear Safety Shoes, and thus receive this allowance, so long as they are located at Antioch. Upon relocation to the OCC, DMU System Rail Controllers shall no longer be required to wear Safety Shoes and shall no longer receive this allowance.

III. Safety Glasses

A. Those employees designated by the District as required to wear eye protection and who presently wear prescription glasses will be furnished prescription safety glasses.

B. Those employees who presently wear prescription glasses will be required to take an eye examination and utilize whatever medical coverage they have that includes this provision. If the employee's medical coverage does not include eye examinations, the District will provide; however, this does not include "first-time" eye examination.

C. Safety prescription glasses provided under this program shall not be altered without District approval.

D. Prescription or Plano safety glasses shall be worn, as directed by the District.

E. The District will pay for the glasses and employee may select whatever style he/she wishes provided the glasses comply with prescription safety glasses specifications (American National Standards, Z87.1-2015). Only District authorized optical vendors shall be patronized.

F. Prescription safety glasses furnished under this Section will become the property of the employee and a condition of employment is the requirement to wear them while on the job.

G. An employee will be allowed no more than one-half (½) hour at straight time rate of pay off the job annually for the purpose of purchasing prescription safety glasses as stated above.

H. Safety glasses will be properly fitted and provided by the District.

I. The District will provide the Union with a list of vendors within close proximity of all stations.

- J. Additional costs incurred which exceed the amount allotted by the District to the vendor shall be deducted from the employee's paycheck.**
- K. DMU System Rail Controllers shall only be required to wear Safety Glasses so long as they are located at Antioch. Upon relocation to the OCC, DMU System Rail Controllers shall no longer be required to wear Safety Glasses.**

IV. Instructor Premium

An employee assigned by the District to routinely and consistently train other employees shall be compensated with an additional one and one-half (1½) hours of pay at the employee's existing base rate of pay for any instruction up to four (4) hours, or with an additional three (3) hours of pay for any instruction greater than four (4) hours. An employee is considered to be "routinely and consistently" instructing or training another employee whenever he/she is temporarily assigned to specifically instruct or train an employee on a specific job, because instruction and training are part of the normally required duties of this assignment.

The Road Supervisor of Engines shall not be eligible to receive the instructor premium unless assigned in writing by the District to train another Road Supervisor of Engines.

V. Employee Shifts

An employee shall be assigned shifts which shall consist of a minimum of forty (40) hours in the workweek with at least two (2) consecutive days off. A workday shall consist of at least eight (8) consecutive hours of work, with a scheduled starting time inclusive of meal periods and breaks.

Paid rest and lunch breaks provided herein shall be considered as hours worked for pay purposes.

VI. Special Provisions for DMU System Rail Controllers Only

A. Seniority

Seniority shall be defined by the time in service (date of hire or promotion) with the District, by job classification, and as otherwise described herein.

If the date of hire or promotion into the job classification is the same for two (2) or more employees, then any AFSCME represented employee will be treated as the most senior employee. If two (2) or more AFSCME represented employees fall into this category, then the seniority ranking between those employees shall be determined by his/her District date of hire.

If the date of hire or promotion into the job classification is the same for two (2) or more employees, then any non-AFSCME represented employee shall be treated as the next most senior employee. If two (2) or more non-AFSCME represented employees fall into this category, then the seniority ranking between those employees shall be determined by his/her District date of hire.

At any time, if the date of hire or promotion into the job classification is the same for two (2) or more employees, and where no other provisions in this section apply to define which of those employees is the most senior, seniority shall be established by the senior date of birth of said employees.

B. Reduction in Force

Any reduction in force shall be administered in accordance Section 2.7, except that for DMU System Rail Controllers, classification seniority shall be controlling, in inverse seniority order.

C. Bidding Process

The District is solely responsible for establishing shift schedules and the number of shifts. The District reserves the right to implement an electronic bidding system. The District shall consult with the Union prior to establishing schedules.

Each time a shift schedule is developed, employees shall bid in the following manner:

There shall be a specific number of shifts, the number to be determined by the District. The total number of shifts will be equal to, or greater than, the total number of employees eligible to bid.

Employees shall bid for shifts by proxy. Proxies shall be awarded by seniority. Employees who fail to submit a proxy, shall be assigned to a shift by the Union Representative conducting the bid. The Union Representative shall use his/her best efforts to select a shift assignment and days off as close as possible to the employee's present assignment and such selection shall be final.

Once bids are posted the shift hours cannot be changed or adjusted unilaterally by the District. There shall be two (2) schedule bids a year, the duration of each being approximately six (6) months. The start and end dates shall be agreed to by both parties, but in general will correspond with core BART's potential changes to train schedules. The parties can change the duration of the bid by mutual agreement.

Shift schedules shall be furnished to the Union ten (10) calendar days prior to posting. Shift schedules shall be posted and distributed to each employee at least two (2) weeks before the bid is effective. The bid shall be conducted one (1) week after posting.

D. Structured Overtime

The District may establish a schedule including structured overtime. Structured overtime shall be defined as scheduled hours in the regularly bid shift in excess of eight (8) hours, but not to exceed nine (9) hours, a day for employees on a regular workweek, or ten (10) hours, but not to exceed ten and a half (10½) hours, a day for employees on a 4/10 workweek. Structured overtime shall be paid in accordance with the Overtime Section 4.1 of this Agreement.

E. Overtime Allocation

- 1. Available scheduled overtime will be posted at least ten (10) calendar days prior to the scheduled date or as soon as it is practicable.**
- 2. Overtime worked, excluding structured overtime in a regularly bid shift, shall be on a voluntary basis except as stated below in Section E. If two (2) or more persons desire the overtime, the person with the lowest accrued overtime will be selected. If two (2) or more persons with an equal amount of accrued overtime desire the overtime, seniority will prevail. Accrued overtime is defined for this purpose as the sum of all unscheduled overtime hours worked in a regular shift schedule bid. Accrued overtime will be recorded on an Overtime List. This list will be updated bi-weekly.**
- 3. Overtime records shall be available for purposes of determining overtime assignments.**
- 4. When overtime needs (i.e., vacancy[ies]) cannot be posted due to time constraints, less than forty-eight (48) hours prior to the start of the shift, the vacancy(ies) will be filled as follows:**
 - a. Soliciting eligible volunteers from the Overtime List, with the person with the lowest accrued overtime being offered the vacancy(ies).**
 - b. Voluntary Extensions of on duty employees in seniority order.**
 - c. Voluntary Early Starts in seniority order.**
- 5. Only when use of the above procedures has not solicited sufficient volunteers to fill vacancy(ies) within the AFSCME bargaining unit, only then management may assign overtime by inverse seniority as follows:**
 - a. Extension of on duty employees in inverse seniority order.**
 - b. Early Starts in inverse seniority order.**
- 6. An employee may elect in writing to opt out of being included on the Overtime List for the purposes of being offered voluntary overtime at the time of bid sign-up. An employee who has opted out of the Overtime List may call to add his/her name to the bottom of the list without regard to accumulated hours or seniority at any time on a day to day basis. An employee may elect in writing to opt-in on the Overtime List at any time, to be effective the following month.**

Overtime allocation procedures may be changed by mutual agreement. This Section is subject to Section 13.5 (I) Hours of Service.

F. Extra Board

The District reserves the right to establish an extra board. The DMU System Rail Controllers assigned to the Extra Board will be used to fill vacant shifts as required.

- 1. Extra board shifts, including report time when free, and RDOs will be selected and bid in conjunction with regular shift selections. Extra Board personnel will be guaranteed a minimum eight (8) hours work/pay per day on each of five (5) days in the workweek.**

2. Based on operational needs and availability, free Extra Board personnel may be assigned to either day or night shift assignments. Same day Extra Board work will be assigned to assume a shift on a first in first out process. Extra Board personnel can work up to twelve (12) hours a day, when assuming a shift. Extra Board personnel will be available for work assignments throughout their shift. Overtime procedures will be used to fill any shifts or portions of shifts which cannot be covered by Extra Board personnel.
3. The next day's Extra Board assignments, if different from the Extra Board personnel's normal shift, will be posted no later than 1600 hours. Extra Board personnel not assigned to a hold-down, defined as a vacancy of a full work week or more, will be required to call the Center Manager after 1600 hours to receive the next day's assignment if they are unable to review the extra board assignment posting. Extra Board personnel shall not be assigned to shifts with start times from 0001 to 0200 hours.
4. Extra Board personnel will fill vacancies on a one-for-one basis. If a position is vacant, the Extra Board personnel will fill that position. Otherwise, Extra Board personnel may be assigned to assume Special Assignments as posted, prior to use of overtime.
5. Hold-downs will be assigned to Extra Board personnel closest to their regular hours and RDOs. Hold-down assignments will be posted by 1600 on Friday. Once posted the RDOs cannot be changed. An employee who is assigned a hold-down will assume the conditions of that hold-down including the RDOs. If, in the assumption of that hold-down, the employee works six (6) and/or seven (7) consecutive day(s), the employee shall be compensated at one and one-half (½) the regular rate of pay.

G. Vacation Allocation

1. The District shall post a yearly vacation allocation calendar on or before the first Monday of February for the forthcoming March 1st through the following February 28th. Vacations will be allocated throughout the year, and employees will be allowed to bid one (1) block at a time. Each block shall be limited to a minimum of one (1) work week and a maximum of three (3) work weeks, in one (1) week increments. Employees shall complete their vacation selections prior to February 28th. Every week during the calendar year from March 1st through the following February 28th shall be available for bid to at least one (1) employees per week. Employees shall select vacation periods by seniority. A Union Representative shall conduct the vacation sign-up.
2. Employees may only bid vacation selections based upon expected vacation accruals at the time of their vacation week(s) and not based upon floaters or compensatory time. Vacation hours will be checked two (2) weeks prior to the dates requested. If the employee does not have sufficient vacation hours accrued, the vacation will be cancelled by the Supervisor/Manager and the vacation weeks made available for rebid by seniority. Once bid, employees may use compensatory time and/or floating holidays to complete the vacation week(s).

3. On and after March 1 of the bid year, employees may select any remaining vacation weeks on a first-come, first-serve basis.
4. A vacation period may be cancelled by an employee upon two (2) weeks' notice, except in an emergency where no notice is required. Upon cancellation, vacation weeks shall be posted within two (2) working days for rebid by seniority. Once bid, employees may use compensatory time and/or floating holidays to complete the vacation week(s).
5. Employees may use accrued single vacation days, pursuant to the time off request procedures stated in Section 13.5(X) and subject to the staffing needs of the District.

H. Holiday Scheduling

The District shall be responsible for determining staffing levels for all holidays. In addition, all time off for holidays will be subject first to the staffing needs of the District as determined by management.

Holiday staffing needs will be posted at least one (1) month in advance, but no earlier than six (6) weeks, before the holiday. Holiday bids will be conducted by proxy submitted to the Union two (2) weeks after posting. Holiday shifts will be granted to the employee with sufficient rest in the following order:

1. Seniority order for any employee normally scheduled to work the holiday.
2. Seniority order for any employee not scheduled to work the holidays.

If there are any vacant holiday shifts after all bids have been submitted, the employee with the lowest seniority, who normally works on that day, shall be inversely assigned to fill the vacant shift. Inverse assignments will not be applicable to employees on their RDOs or on a scheduled week of vacation. The tentative bid results shall be submitted to management within twenty-four (24) hours after the bid is completed by the representative. Once management has reviewed the tentative bid, the holiday bid will be posted immediately.

The Union may change the manner in which seniority is applied as it pertains to holiday bids after discussing with management.

Floating holidays shall be granted consistent with the scheduling ability of the employee's department. Requests for use of floating holidays are more likely to be granted where employees provide a minimum of five (5) working days' notice.

I. Time-Off Request Procedures

Requests for time-off of less than a workweek shall be granted in the following descending order, subject to the staffing needs of the District:

1. Vacation Day(s)

An employee may submit a vacation day(s) request at any time. If a request is received ten (10) days prior to the request date, seniority will prevail in granting the time off. Vacation requests received less than ten (10) days from the requested date will be granted on a first-come first-serve basis, if available.

2. Floating Holidays

An employee may submit a floating holiday request at any time. Floating holidays shall be granted on a first-come first-serve basis. Requests for use of floating holidays are more likely to be granted where employees provide a minimum of five (5) working days' notice.

3. Compensatory Time

An employee may submit a compensatory day request at any time. Requests for compensatory time shall receive consideration after all other requests for time off have been honored.

J. Meal and Rest Breaks

For DMU System Rail Controllers only, if a meal or rest break is missed due to single staffing, that missed meal and/or rest breaks shall be compensated at the applicable overtime rate as follows:

- 1. If any portion of a lunch break is missed during the first twenty (20) minutes, the entire thirty (30) minute lunch break shall be compensated in addition to hours worked. If any portion of a lunch break is missed after twenty (20) minutes have elapsed, only the minutes remaining shall be compensated in addition to hours worked.**
- 2. A break not received in its entirety shall be a missed break, and the DMU System Rail Controller shall be compensated for the entire break in addition to the payment for hours worked.**

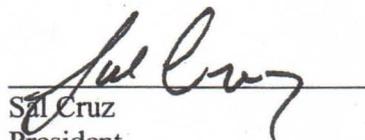
Date: 11/5/20

FOR THE DISTRICT



Tamar Allen
AGM, Operations
Bay Area Rapid Transit District

FOR THE UNION

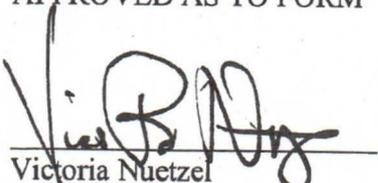


Sal Cruz
President
AFSCME, Local 3993



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM


Victoria Nuetzel
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

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") have negotiated and reached a tentative agreement regarding the extension of and modifications 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.

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

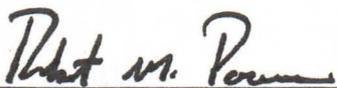
This Agreement shall become effective as of July 1, ~~2013~~2021 and shall remain in full force and effect up to and including June 30, ~~2021~~2024.

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: 11/5/20

FOR THE DISTRICT

FOR THE UNION

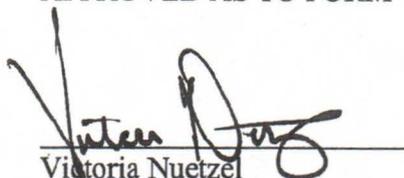

Robert M. Powers
General Manager
Bay Area Rapid Transit District


Sal Cruz
President
AFSCME, Local 3993



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
Office of the General Counsel