

**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 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 2021-2024 between the District and the Amalgamated Transit Union, Local 1555 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.

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Adopted _____

TENTATIVE AGREEMENT

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 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.

**AGREEMENT TO EXTEND THE LABOR AGREEMENT
AND CREATE A SUCCESSOR AGREEMENT**

October 30, 2020

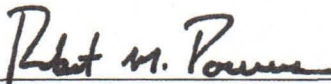
The San Francisco Bay Area Rapid Transit District ("District") and the Amalgamated Transit Union Local 1555 ("ATU") have agreed to extend the 2013-2021 Labor Agreement and create a successor agreement for the term of July 1, 2021 through June 30, 2024. All terms and conditions of the CBA shall remain 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.

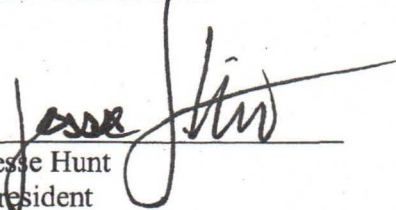
This Agreement is expressly contingent upon the accretion of the employees represented by ATU at eBART into the BART transportation subunit represented by ATU, with the addition of certain related terms and conditions to the Labor Agreement, as set forth in the attached tentative agreements, to be executed in accordance with the Early Implementation Agreement. The Parties expressly agree that effective June 30, 2021, or upon the reclassification of all eBART employees into an ATU BART classification, whichever occurs first, and contingent upon ratification of this Agreement, the ATU eBART Bargaining Unit shall be dissolved and the terms and conditions of the ATU eBART Collective Bargaining Agreement shall be dissolved and no longer applicable.

11/2/20

FOR THE DISTRICT

FOR THE UNION


Robert M. Powers
General Manager
Bay Area Rapid Transit District


Jesse Hunt
President
ATU, Local 1555

*Agreement to Extend the Labor Agreement
and Create a Successor Agreement
Between BART and ATU*



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”)
AMALGAMATED TRANSIT UNION, LOCAL 1555 (“ATU”)**

SECTION 1.2 – TERM OF AGREEMENT

October 30, 2020

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 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.

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 ~~2013~~2021 up to and including the 30th day of June ~~2021~~2024 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.

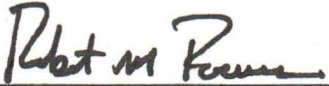
Commencing in 2020, the District implemented a 7-point plan intended to address budgetary concerns facing the District. As that plan progresses during term of this agreement, the District may determine that a reduction-in-force is necessary, in accordance with the relevant section of the unit-specific 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.

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Date: 11/2/20

FOR THE DISTRICT

FOR THE UNION



Robert M. Powers
General Manager
Bay Area Rapid Transit District

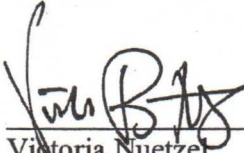


Jesse Hunt
President
ATU, Local 1555



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”)
 AMALGAMATED TRANSIT UNION, LOCAL 1555 (“ATU”)
 SECTION 5.2(B) – PERS-MEDICAL & PRESCRIPTION DRUG BENEFITS**

October 30, 2020

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 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.

The parties agree that following ratification of the ATU BART extension agreement, Section 5.2(B) shall be modified as follows:

5.2 (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-five dollars (\$25.00) per month, except as provided below.

1. The employee’s twenty-five dollar (\$25.00) monthly employee contribution toward the medical insurance premium shall increase by fifty dollars (\$50) 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: $\$25 + \$50 = \$75 \times 1.03 = \77.25 .) The employee contribution amounts provided below shall be in addition to any costs for coverage in 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

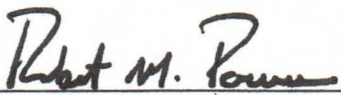
01 Jan. - 11	\$86.95
01 Jan. - 12	\$89.55
01 Jan. - 13	\$92.24
01 Jan. - 14	\$95.01
01 Jan. - 15	\$97.86
01 Jan. - 16	\$100.79
01 Jan. - 17	\$103.82
01 Jan. - 18	\$106.93
01 Jan. - 19	\$110.14
01 Jan. - 20	\$113.44
01 Jan. - 21	\$116.85
01 Jan. - 22	\$120.35
01 Jan. - 23	\$123.96
01 Jan. - 24	\$127.68
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 and twenty seven one thousandth 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.

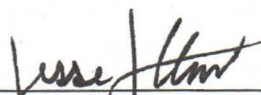
Date: 1/2/20

FOR THE DISTRICT



Robert M. Powers
General Manager
Bay Area Rapid Transit District


Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

FOR THE UNION


Jesse Hunt
President
ATU, Local 1555

APPROVED AS TO FORM


Victoria Nuetzel
Office of the General Counsel

TENTATIVE AGREEMENT

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (“BART”)
 AMALGAMATED TRANSIT UNION, LOCAL 1555 (“ATU”)
 SECTION 9.1(B)(2)(a) – SICK LEAVE**

October 30, 2020

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 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.

The parties agree that following ratification of the ATU/ BART extension agreement, Section 9.1(B)(2)(a) shall be modified as follows:

9.1 (B)(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 paragraph B (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).

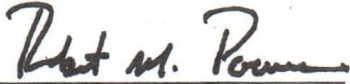
<u>Election Period</u>	<u>Accrual Period</u>
9/2/13 – 9/16/13	9/30/13 – 9/28/14
9/1/14 – 9/15/14	9/29/14 – 9/27/15
9/7/15 – 9/21/15	9/28/15 – 9/25/16
9/5/16 – 9/19/16	9/26/16 – 9/24/17
9/4/17 – 9/18/17	9/25/17 – 9/23/18
9/3/18 – 9/17/18	9/24/18 – 9/22/19
9/2/19 – 9/16/19	9/23/19 – 9/20/20

~~9/7/20~~ ~~9/21/20~~ ~~9/21/20~~ ~~9/19/21~~

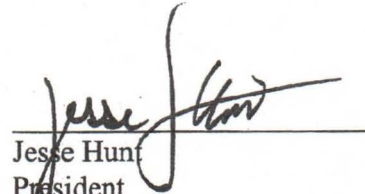
Date: 11/2/20

FOR THE DISTRICT

FOR THE UNION



Robert M. Powers
Robert M. Powers
General Manager
Bay Area Rapid Transit District



Jesse Hunt
Jesse Hunt
President
ATU, Local 1555



Shana Dines
Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
Victoria Nuetzel
Office of the General Counsel

TENTATIVE AGREEMENT

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART")
AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU")
SECTION 12.0(B) – SENIORITY**

October 30, 2020

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 to the Labor Agreement ("Agreement").

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The parties agree that following ratification of the ATU/ BART extension agreement, Section 12.0(B) shall be modified as follows:

S12.0 SENIORITY

B. There will be the following classification seniority lists:

1. Station Agent
2. Train Operator
3. **DMU Engineer**
4. Transportation Administration Specialist
5. Senior Secretary
6. Scheduling Analyst
7. Time and Labor Administration Analyst
8. Operations Foreworker
9. Senior Operations Foreworker
10. Communications Specialist
11. Power and Support Controller
12. Senior Budget Clerk
13. Intermediate Clerk
14. Employee Development Specialist (Transportation)
15. Senior Operations Support System Analyst
16. Senior Transportation Clerk – Training
17. Senior Scheduling Analyst

All employees filling the above classifications shall be granted full bidding rights.

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Tentative Agreement
Section 12.0(B)
Between BART and ATU

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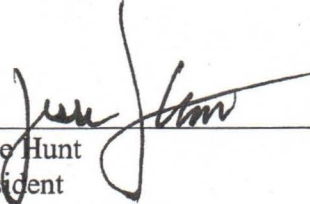
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FOR THE DISTRICT

FOR THE UNION



Tamar Allen
AGM, Operations
Bay Area Rapid Transit District

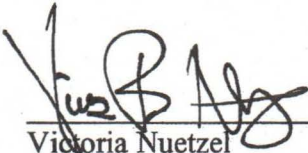


Jesse Hunt
President
ATU, Local 1555



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") AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION 15.0 – SPECIAL PROVISIONS – STATION AGENTS

October 30, 2020

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 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.

The parties agree that following ratification of the ATU BART extension agreement, Section S13.0 shall be modified as follows:

13.0 SPECIAL PROVISIONS – STATION AGENTS

S13.4 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 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

~~Ashby Station~~ West Oakland Station through Richmond Station.

C/K/E-Line

~~West Oakland Station~~ Rockridge Station through ~~West Pittsburg/Baypoint Station or East Pittsburg~~ Antioch Station and any station east of Antioch.

M/W/Y-Line

Embarcadero Station through Millbrae Station and SFIA Station.

S13.9 E-Line Station Operations

- A. Minimum staffing for Antioch Station shall be as a single centroid station, with the addition of a dedicated flex core staffing position to assist with Pittsburg Center Station customer service duties.**
- B. Antioch Station shall have remote communications to Pittsburg Center Station including video, intercom, primary gate controls, and open/close control functions. The Station Agent(s) at Antioch Station shall be responsible for remote opening/closing, monitoring and responding to customer needs at Pittsburg Center Station. The eCC shall have secondary controls.**
- C. Antioch Station Agents may be required to travel to Pittsburg Center Station to respond to customer issues. There shall be no fixed staffing at C88/E10 (eBART Transfer Platform) or Pittsburg Center Station.**
- D. In recognition of the additional duties related to the Pittsburg Center Station, all Station Agent shifts at Antioch Station shall receive primary pay as provided by Section S13.3.**
- E. The flex core position described in A. above is in addition to the positions provided for in the Station Agent MOU Section 3.I. The minimum staffing for Antioch Station shall not be included in the twenty-three percent (23%) Extra Board calculation, required by the Station Agent MOU Section 3.J.**

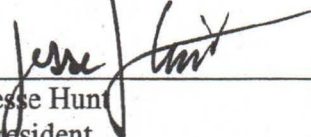
11/2/20

FOR THE DISTRICT



Tamar Allen
AGM, Operations
Bay Area Rapid Transit District

FOR THE UNION

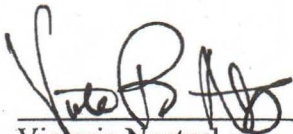


Jesse Hunt
President
ATU, Local 1555



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")
 AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU")
 SECTION 14.3 – 4-10 WORK WEEK/TRAIN OPERATORS**

October 30, 2020

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 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.

The parties agree that following ratification of the ATU BART extension agreement, Section S14.3(H) shall be revised as follows:

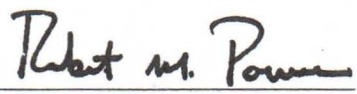
S14.3 4-10 WORK WEEK / TRAIN OPERATORS

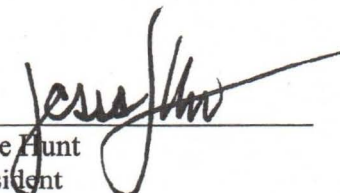
H. The District agrees in implementing the 4-10 Plan not to exceed more than ~~forty~~ **sixty** percent (~~40~~**60**%) of its Train Operator shifts (excluding Extra Board) on the 4-10 Plan. **Train Operators working a 4-10 shift shall not be regularly scheduled to perform more than two (2) loops if the one-way run times are equal to or longer than 60 minutes for those loops.** The District further agrees that the overall work shifts for Train Operators will include a reasonable distribution of 4-10 and 5-8 shifts throughout the System.

Date: 11/2/20

FOR THE DISTRICT

FOR THE UNION


 Robert M. Powers
 General Manager
 Bay Area Rapid Transit District

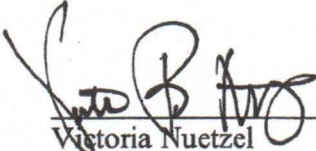

 Jesse Hunt
 President
 ATU, Local 1555

*Tentative Agreement
Section 14.3(H)
Between BART and ATU*



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”)
 AMALGAMATED TRANSIT UNION, LOCAL 1555 (“ATU”)
 SECTION 15.0 – SPECIAL PROVISIONS – DMU ENGINEERS**

October 30, 2020

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 to the Labor 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.

The parties agree that following ratification of the ATU BART extension agreement, the following provisions shall be added to Section 14.0 as follows:

S14.0 SPECIAL PROVISIONS – TRAIN OPERATORS AND DMU ENGINEERS

S14.1 GENERAL RULES – TRAIN OPERATORS

...

S14.4 – S14.9 [INTENTIONALLY LEFT BLANK]

S14.10 SPECIAL PROVISIONS – DMU ENGINEERS

In the event that these provisions are inconsistent or conflict with any other provisions in the Labor Agreement, the provisions in this Section are intended to supersede and shall control with respect to employees working as Diesel Multiple Unit (DMU) Engineers under this Special Provision.

S14.11 GENERAL RULES – DMU ENGINEERS

- A. Any DMU Engineer who becomes ill or feels he/she cannot maintain alertness shall request and be granted relief.**
- B. DMU Engineers shall only be responsible for their own actions or inaction when action is required.**
- C. The District agrees to provide required safety and protective equipment for DMU Engineers.**
- D. All DMU movement on the mainline shall be performed by a qualified DMU Engineer, except in a bonafide emergency.**

- E. DMU Engineers may be required to perform incidental cleaning duties such as the pick-up of litter done in passing, as they walk through their consists.
- F. All Sick Leave calls shall go to the eMF TM Zone Foreworker.
- G. DMU Engineers shall have the same opportunity as Train Operators and Station Agents to apply for any promotion within ATU.

S14.12 BIDDING PROCESS – DMU ENGINEERS

- A. The District is solely responsible for establishing shift schedules and the number of shifts, subject to the terms and conditions described in these Special Provisions.

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

1. 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 DMU Engineers eligible to bid.
 2. DMU Engineers shall bid for shifts by proxy. Proxies shall be awarded by seniority. DMU Engineers 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.
- B. Once bids are posted the shift hours cannot be changed or adjusted unilaterally. There shall be a schedule bid to coincide with each Train Operator System Sign-up, per Section S14.2.
 - C. Shift schedules shall be furnished to the Union fourteen (14) calendar days prior to posting. Shift schedules shall be posted and distributed to each employee at least seven (7) calendar days before the bid. The bid shall be conducted at least seven (7) calendar days after posting. 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) calendar days prior to distribution of the schedule to the DMU Engineers for the purpose of resolving differences in shifts, and details pertaining to Sign-up procedures.

S14.13 LUNCH & REST BREAKS – DMU ENGINEERS

- A. DMU Engineers shall receive a paid lunch break of thirty (30) minutes after three (3) hours of work and before the end of six (6) hours of work. If any portion of a designated lunch break is missed, during the first twenty (20) minutes, the entire thirty (30) minute lunch break shall be compensated at the applicable overtime rate of pay for a missed lunch plus time worked. If any portion of a lunch break is missed after twenty (20) minutes have elapsed, only the minutes remaining in the lunch break shall be compensated at the applicable overtime rate of pay, in addition to hours worked.
- B. DMU Engineers when operating on mainline shall be entitled to receive a designated ten (10) minute break or lunch after operating for ninety (90) minutes. If a break is not

- received in its entirety before one hundred and fifty (150) minutes the employee shall be paid ten (10) minutes at the applicable overtime rate of pay for a missed break plus time worked.
- C. DMU Engineers who are not operating revenue service shall receive a fifteen (15) minute break approximately two (2) hours after the start of their shift and thereafter, approximately two (2) hours after the last scheduled meal or rest break.
 - D. DMU Engineers will be provided reasonable grace periods to travel to and from the break facility prior to beginning and after ending rest/lunch breaks.
 - E. The District shall provide and maintain rest/lunch break facilities at each break location. Such facilities will be equipped with a refrigerator, sink, microwave oven, storage cabinet, table, chairs, computer, internet access, printer, bulletin board, drinking water, and adequate restroom facilities.
 - F. Foreworkers shall be responsible for the proper administration of lunch breaks and fallback breaks. Proper notification must be given at the beginning of a lunch break to include the time that said lunch break started.
 - G. If any portion of a break is missed (i.e., not received in its entirety), the employee shall be paid (10 or 15 minutes, as applicable) at the applicable overtime rate of pay for a missed break plus time worked.

S14.14 4/10 WORKWEEK – DMU ENGINEERS

The District may establish an alternate workweek consisting of four (4) days per week and ten (10) hours per day under the following conditions:

- A. Vacation, Holidays, and Sick Leave as provided for under this Agreement shall be accrued and used based upon a “ten (10) hour work day” and not an “eight (8) hour work day”.
- B. The workdays and shifts for DMU Engineers on a 4/10 Workweek shall be as follows:
 - 1. A workday shall consist of ten (10) consecutive hours of work. (Paid lunch breaks provided herein shall be considered as hours worked for pay purposes.)
 - 2. The assigned shifts shall consist of four (4) workdays within a seven (7) consecutive day period, with a minimum of two (2) consecutive days off. If the days off do not include Saturday and Sunday, then the shift shall have three (3) consecutive days off.
- C. Overtime shall be governed as follows, except to the extent that eligibility for overtime premium is limited by Section S28.1:
 - 1. DMU Engineers who work their first regular day off (RDO) during any work week will be compensated at time-and-one-half (1-1/2).
 - 2. DMU Engineers who work their 2nd RDO during any work week will be compensated at double-time for all hours worked provided the employee has worked the entire assigned shift on the 1st RDO.

3. DMU Engineers, who work their 3rd RDO during any work week will be compensated at double-time for all hours worked, provided the employee has worked the entire assigned shift on the 1st and/or 2nd RDO.
 4. All hours worked in excess of the regularly scheduled work day on a holiday shall be compensated at double-time, in addition to straight time holiday pay, with holiday pay not to exceed ten (10) hours.
 5. DMU Engineers on their regular days off who volunteer to work on a holiday shall be compensated at double-time, in addition to straight-time holiday pay with holiday pay not to exceed ten (10) hours.
- D. DMU Engineers shall receive a paid lunch break of thirty (30) minutes between the beginning of the fourth (4th) and the end of the seventh (7th) hour of work.
- E. DMU Engineers who are not operating revenue service shall receive a paid fifteen (15) minute break after each two (2) consecutive hours. (No more than three [3] in a ten [10] hour period.)
- F. The provisions of this Subsection shall prevail whenever they conflict with any other sections of this Agreement for DMU Engineers working under this Plan.

S14.15 SPLIT SHIFTS – DMU ENGINEERS

- A. The District may establish a split shift schedule for DMU Engineers under the following conditions:
1. A split shift is defined as a daily tour of duty divided into two (2) work periods of time with a mid-shift, non-work period between the work periods of more than one (1) hour.
- B. The workday can potentially consist of a span of between ten (10) and up to sixteen (16) hours.
1. If the workday span exceeds ten (10) hours, then the hours of work beyond the tenth (10th) hour of the workday shall be paid at the applicable overtime rate of pay.
 2. During the mid-shift, non-work period of the day, each hour shall be paid at one-half (½) the regular rate of pay. Such payment shall be inclusive of the employee's paid lunch period which DMU Engineers shall take at the outset of the mid-shift, non-work period.
- C. DMU Engineers working a split shift shall have a minimum of eleven (11) hours off between scheduled work shifts except in exigent circumstances.
- D. Split shifts shall not be used overnight.
- E. The provisions of this section shall prevail whenever they conflict with any other sections of this Agreement for DMU Engineers working under this Plan.

S14.16 STRUCTURED OVERTIME – DMU ENGINEERS

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 DMU Engineers on a regular workweek, or ten (10) hours, but not to exceed ten and one-half (10½) hours, a day for DMU Engineers on a 4/10 workweek. Structured overtime shall be paid in accordance with the Overtime Section S28.1 of this Agreement.

S14.17 HOURS OF SERVICE – DMU ENGINEERS

The District shall 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.

DMU Engineers may 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. DMU Engineers shall have a minimum of eleven (11) hours off between scheduled work shifts except in exigent circumstances.

S14.18 OVERTIME ALLOCATION – DMU ENGINEERS

- A. Available overtime will be posted at least ten (10) calendar days prior to the scheduled date or as soon as it is practicable.**
- B. Overtime worked, excluding structured overtime in a regularly bid shift, shall be on a voluntary basis except as stated below in subsection 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.**
- C. Overtime records shall be available for purposes of determining overtime assignments.**
- D. 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:**
 - 1. Soliciting eligible volunteers from the Overtime List, with the person with the lowest accrued overtime being offered the vacancy(ies).**
 - 2. Voluntary Extensions of on duty DMU Engineers in seniority order.**
 - 3. Voluntary Early Starts in seniority order.**
- E. Only when use of the above procedures has not solicited sufficient volunteers to fill vacancy(ies), only then management may assign overtime by inverse seniority as follows:**
 - 1. Extension of on duty DMU Engineers in inverse seniority order.**
 - 2. Early Starts in inverse seniority order.**

- F. 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 S15.7 Hours of Service.

S14.19 EXTRA BOARD – DMU ENGINEERS

The DMU Engineer(s) assigned to the Extra Board will be used to fill vacant shifts as required.

- A. There shall be a day/night extra board. The DMU Engineer Extra Board shall be administered in accordance with Section S23.0 except where the following provisions conflict, in which case the following shall supersede the provision of Section S23.0 .
- B. 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. There shall be no protection time for DMU Engineers on the Extra Board.
- C. 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 (e.g., Event Trains, Special Tests, etc.) as posted, prior to use of overtime.
- D. The Extra board mark-up sheet shall be posted outside the eMF Foreworker office no later than 1300 hours for the day board and 2000 hours for the night board, and shall show the next day's assignment.

A copy of all extra board assignments shall be deposited in a locked box in the eMF Foreworker office, to which only the shop steward shall have a key, at the time of each day's posting. Once posted, no assignment shall be changed or modified. Extra board DMU Engineers shall be responsible for getting his/her assignment from the posted mark-up sheet or the eMF Foreworker office. Extra board DMU Engineers who are assigned to a vacancy will report to that assignment.

S14.20 SHIFT EXCHANGING – DMU ENGINEERS

DMU Engineers may exchange shifts following these understandings:

- A. Exchanges will not result in any additional cost to the District.
- B. Exchange DMU Engineers must have a minimum of eleven (11) hours rest between all shifts worked.

- C. One-day shift exchanges will not result in any employee working on his/her Regular Day Off (RDO). DMU Engineers exchanging shifts for one work week, will not be permitted to work on the RDOs of the exchanged shifts.
- D. In any calendar month, an employee may exchange either:
1. A maximum of five (5) work shifts; or
 2. One (1) work week (seven [7] days).
- E. All shift exchanges are subject to management approval. If denied, and upon written request, the reason for any denial will be placed in writing.

S14.21 TRAINING – DMU ENGINEERS

All training of DMU Engineers shall be performed by a qualified DMU Engineer assigned as an On-the-Job Instructor, who shall receive instructor premium pay as provided for in Section S28.8, for such time so assigned. This assignment shall include any necessary preparation of training. The District will periodically and as needed provide the opportunity for DMU Engineers to be qualified to perform this assignment. This assignment shall be rotated amongst qualified volunteers.

S14.22 SAFETY SHOES – DMU ENGINEERS

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

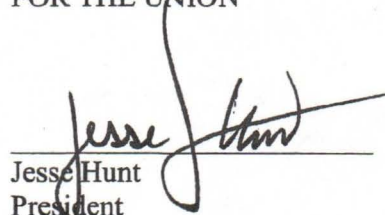
11/2/20

FOR THE DISTRICT



Tamar Allen
AGM, Operations
Bay Area Rapid Transit District

FOR THE UNION



Jesse Hunt
President
ATU, Local 1555



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")
 AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU")
 SECTION 19.13 – E LINE OPERATIONS**

October 30, 2020

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 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.

The parties agree that following ratification of the ATU BART extension agreement, Section S19.13 (which shall be renumbered as Section S20.13) shall be added as follows:

S19.13 E-Line Operations

The eMF TM Zone shall be staffed by TM Zone Foreworkers. The eMF TM Zone shall be staffed at least all hours of revenue service for such time as the E-Line does not extend past Antioch Station. Foreworkers assigned to eMF shall perform all duties of a TM Zone Foreworker as relating to DMU Engineers, and shall also be responsible for handling DMU Engineer absence reporting, time off approvals, filling vacancies* and posting the Extra Board. Time entries for DMU Engineers will be handled as otherwise provided for in this Agreement.

*** The Parties preserve their positions regarding the requirement or lack thereof to fill DMU Engineer shifts by using overtime, subject to an arbitrator's decision on the subject.**

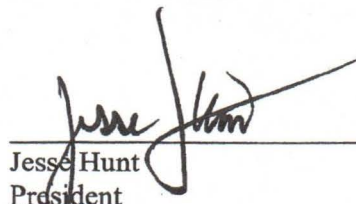
Date: 11.2.2020

FOR THE DISTRICT



Tamar Allen
 AGM, Operations
 Bay Area Rapid Transit District

FOR THE UNION

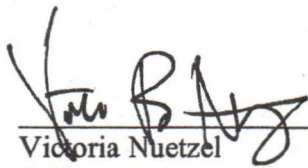


Jesse Hunt
 President
 ATU, Local 1555



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") AMALGAMATED TRANSIT UNION, LOCAL 1555 ("ATU") SECTION 23.0(A) – SYSTEMWIDE EXTRA BOARD

October 30, 2020

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 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.

The parties agree that following ratification of the ATU BART extension agreement, Section 23.0(A) shall be modified as follows:

S23.0(A) SYSTEMWIDE EXTRA BOARD

A. There shall be a day/night extra board located on each Line/Yard, including Daly City (for Train Operators), and Central. For Station Agents, the A/L/S-Line will include extra board report locations in three (3) segments: 1) Lake Merritt Station through San Leandro Station; 2) Bay Fair Station through Dublin/Pleasanton Station; and 3) Hayward Station through Berryessa Station. For Station Agents, the C/E-Line will include extra board report locations in two (2) segments: 1) ~~West Oakland~~Rockridge Station through ~~Rockridge~~Pleasant Hill Station and 2) ~~Orinda~~Concord Station through ~~West Pittsburg/Baypoint~~Antioch Station ~~or East Pittsburg as applicable~~. **For Station Agents, the R/K-Line will include extra board report locations in two (2) segments: 1) West Oakland Station through Ashby Station and 2) Downtown Berkeley through Richmond Station.** For Station Agents, the M-Line will include extra board report locations in two (2) segments: 1) Embarcadero Station through Daly City Station and 2) Daly City Station through Millbrae Station. Extra Board Station Agents assigned to Daly City shall be designated as Daly City North extra board agents or Daly City South extra board agents through normal bidding procedures. Station Agents assigned to either Daly City South or Daly City North may be assigned to work at Daly City Station. Extra board Agents reporting to a segment, as defined above, will first be utilized to fill one (1) day vacancies which occur within their report segment, but then may be used to fill one (1) day vacancies which occur elsewhere on their home line without compensation unless assigned as defined in Section 23.0 (K). Extra work shall be performed by extra board employees from the Line/Yard where the work originates and they shall have their names placed on that extra board list in seniority order. Foreworkers, Power and Support Controllers and Communications Specialists shall each have a day and night extra board.

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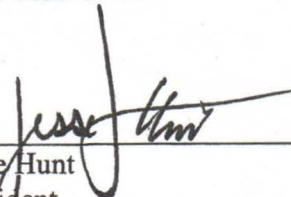
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FOR THE DISTRICT

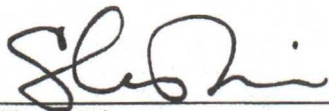


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FOR THE UNION

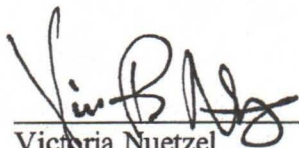


Jesse Hunt
President
ATU, Local 1555



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

October 30, 2020

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 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.

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:

A1. Employees will suffer no loss of pay as a result of the pay progression.

B2. Entry and training rates are eliminated.

C3. 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.

~~**D.** The new pay progression is effective July 1, 1997, the effective date of the labor agreement.~~

~~**E.** Employees hired before January 1, 1995 and who are not at top step will be placed at the 100% rate of pay of their classification effective July 1, 1997.~~

~~**F.** Employees hired on or after January 1, 1995 and before July 1, 1997 will have their rate of pay slotted into the next immediate higher pay rate in the new pay progression. Employees will move to the higher pay rate based only on their date of hire/ anniversary date.~~

G4. 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.

*Tentative Agreement
Section 47.0
Between BART and ATU*

H. Fiscal Year 2014

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 and the Section 8.2 COLA wage schedule provided for in the 2009-2013 Agreement effective July 1, 2013. Effective July 5, 2013 the base salary/wage schedule for bargaining unit members shall be increased by one and eighty-six zero seven one hundredths percent (1.8607%) over the prior base rate of pay. Effective January 1, 2014 the base salary/wage schedule shall be increased by an additional one and eighty-six zero seven one hundredths percent (1.8607%).

I. Fiscal Year 2015

Effective January 1, 2015, the base salary/wage schedule for bargaining unit members shall be increased by three seventy-two fourteen one hundredths percent (3.7214%).

J. Fiscal Year 2016

Effective January 1, 2016 the base salary/wage schedule for bargaining unit members shall be increased by three seventy-two fourteen one hundredths percent (3.7214%).

K. Fiscal Year 2017

Effective January 1, 2017 the base salary/wage schedule for bargaining unit members shall be increased by four and twenty-two fourteen one hundredths percent (4.2214%).

L. Fiscal Years 2018, 2019

Effective July 1, 2017 and July 1, 2018 the base salary/wage schedule for bargaining unit members shall be increased by two and one half percent (2.50%).

M. Fiscal Years 2020, 2021

Effective July 1, 2019 and July 1, 2020 the base salary/wage schedule for bargaining unit members shall be increased by two and seventy-five hundredths percent (2.75%).

All wage increases specified herein are inclusive of the amounts designated in Section 6.2 paid in exchange for the agreement to pay a portion of the employee's pension contribution.

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, 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)

*Tentative Agreement
Section 47.0
Between BART and ATU*

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.

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>

D. Fiscal year 2024 (“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).

*Tentative Agreement
Section 47.0
Between BART and ATU*

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.

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>

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 bargaining unit member 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 Districts' Short Range Transit Plan (SRTP) projected growth as specified in the

Tentative Agreement
 Section 47.0
 Between BART and ATU

May 2013 SRTP shall result in a lump sum payment of five hundred dollar (\$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 16%;
- Health insurance premiums, as reported by CalPERS and measured by the simple average of the annual percent change in Blue Shield Access+ and Kaiser premiums, required by Section 5.2B of this Agreement increased by more than 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 2.5% of the District's adopted operating expense budget occurred. In the event that such an extraordinary, unbudgeted and unanticipated expense outside 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 agreements governing the San Francisco Airport Extension, the Oakland Airport Connector and the VTA/BART Silicon Valley Berryessa Extension, BART fare revenue generated by riders using those extensions is dedicated to those extension projects.

*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%

Tentative Agreement
Section 47.0
Between BART and ATU

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%			

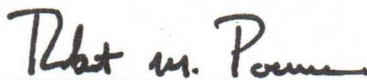
*The Parties understand that eligibility for the conditional lump sum is limited to those "bargaining unit members on active and paid status," which includes employees on District authorized leave and those on disability or workers compensation at the time of payment provided that the leave commenced during the applicable fiscal year or between the end of that fiscal year and the payment date. Employees who have retired or left District employment on a permanent basis as of the end of the applicable fiscal year or who commenced employment after the end of the applicable fiscal year shall not be eligible to receive the lump sum.

***MINUTE CLARIFICATION**

For FY14 only, the District shall determine employees "eligibility for conditional lump sum payments based on the extent to which the actual average weekday core system ridership exceeds the SRTP forecast in each half of the fiscal year, without regard to the other half of the fiscal year. For example, for each one (1) percent that the actual growth exceeds projected growth in the first half of the fiscal year, employees shall receive \$250, up to a maximum of \$500; and for each one (1) percent that the actual growth exceeds projected growth in the second half of the fiscal year, employees shall receive \$250, up to a maximum of \$500. The first half of FY 2014 is July 1, 2013 to December 31, 2013, the second half of FY 2014 is January 1, 2014 to June 30, 2014.

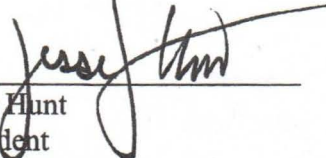
11/2/20

FOR THE DISTRICT



Robert M. Powers
General Manager
Bay Area Rapid Transit District

FOR THE UNION



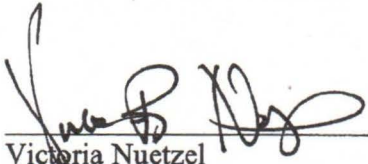
Jesse Hunt
President
ATU, Local 1555

*Tentative Agreement
Section 47.0
Between BART and ATU*



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM



Victoria Nuetzel
Office of the General Counsel