

**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 Service Employees International Union, Local 1021 (SEIU)

Resolution No. _____

BE IT RESOLVED that the Board of Directors of the San Francisco Bay Area Rapid Transit District hereby ratifies the Agreement to Extend the Collective Bargaining Agreement and Create a Successor Agreement for 2021 - 2024 between the District and the Service Employees International Union, Local 1021 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 Service Employees International Union Local 1021 (“SEIU”) have negotiated and reached a tentative agreement regarding the extension of and modifications (“extension agreement”) to the Labor Agreement (“Agreement”).

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by SEIU membership and the BART Board of Directors.

EXTENSION AGREEMENT

October 30, 2020

The San Francisco Bay Area Rapid Transit District (“District”) and Service Employees International Union Local 1021 (“SEIU”) 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 execution and ratification of a Side Letter agreeing that the SEIU 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 SEIU BART classifications, whichever occurs first, and contingent upon ratification of this extension agreement, the SEIU eBART unit shall be dissolved and the terms and conditions the SEIU eBART Collective Bargaining Agreement shall be dissolved and not used for any purpose.

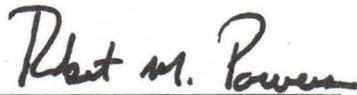
This Agreement is also expressly contingent upon agreement that SEIU shall take no action to object or otherwise oppose the contracting out of system maintenance, building repair and cleaning (with the exception of the duties that are currently performed by SEIU bargaining unit employees at 300 Lakeside 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 SEIU*

Date: 11.2.2020

FOR THE DISTRICT

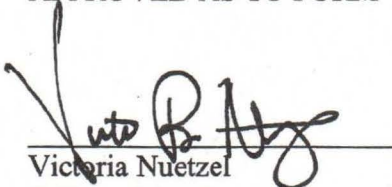


Robert M. Powers
General Manager
Bay Area Rapid Transit District



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM

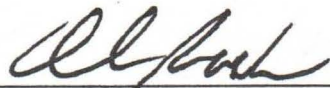


Victoria Nuetzel
Office of the General Counsel

FOR THE UNION



John Arantes
President, BART Chapter
SEIU, Local 1021



Olivia Rocha
President, Professional Chapter
SEIU, Local 1021

TENTATIVE AGREEMENT

October 30, 2020

The San Francisco Bay Area Rapid Transit District (“BART”) and Service Employees International Union Local 1021 (“SEIU”) have negotiated and reached a tentative agreement regarding the extension of and modifications (“extension agreement”) to the Labor Agreement (“Agreement”).

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by SEIU membership and the BART Board of Directors.

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

SIDE LETTER OF AGREEMENT SEIU/SL 20-01

RE: Dissolution of the SEIU 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 Service Employees International Union, Local 1021 (“SEIU”) (hereinafter jointly referred to as “Parties”) regarding the dissolution of the SEIU eBART Bargaining Unit and SEIU eBART Collective Bargaining Agreement, which was effective May 11, 2017 – June 30, 2022, and the incorporation of the SEIU eBART members into the SEIU/BART bargaining unit and modification of certain terms and conditions of the Collective Bargaining Agreement between the District and SEIU 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 SEIU members and the District’s Board, the current SEIU eBART classifications, Composite Vehicle Maintainer, eBART, and Document Control Specialist, eBART, shall be reclassified as SEIU classifications and members of those classifications shall retain their eBART seniority.

The Parties further agree that, concurrent with the dissolution of the eBART bargaining unit, the following classifications shall be abolished: the Systems Maintainer, Signaling, Communications, Electrical eBART; the System Maintainer, Track and Civil, eBART; and the System General Custodian, eBART. Individuals in those positions shall be accreted into the SEIU/BART bargaining unit and transferred into related classifications within the Maintenance & Engineering (“M&E”) and Rolling Stock and Shops (“RS&S”) departments, under the following terms and conditions:

- A. Employees who are accreted from eBART to BART with no BART experience prior to eBART, will retain their eBART classification seniority in the new classification in which they are placed. If an employee who is accreted from eBART had previous BART experience, that employee will carry into their new classification their classification seniority date from the classification they held in BART immediately before transferring to eBART.
- B. All employees accreted from eBART into existing SEIU BART classifications shall have priority seniority in bidding to C75 (Port Chicago) and/or the E-Line (including future extensions), if those locations exist or are created, until such time as they either do not bid for C75 and/or the E-Line (including future extensions) when they are available, voluntarily transfer to another classification, or separate from the District. Employees accreted from eBART shall bid first for locations C75 and/or the E-Line (or future extensions). If they would like to bid on locations other than those in this paragraph, they shall be required to bid according to their Seniority as defined in Paragraph A.

In addition, the District shall create a new classification "DMU Rolling Stock Foreworker." The open DMU Rolling Stock Foreworker positions shall be posted no later than July 1, 2021. If before that posting, the District identifies a need to reduce the hours and/or staffing needs elsewhere in the RS&S department, then RS&S Foreworkers affected by the reduction shall have the right to assume vacant DMU Rolling Stock Foreworker positions.

The Parties further agree that, concurrent with the dissolution of the eBART bargaining unit, the District shall create a new classification "Administrative Analyst II" in the Professional Chapter. The incumbent in the Document Control Specialist, eBART shall be reclassified to the Administrative Analyst II position in the Financial Analysis and Administration division of the Maintenance & Engineering ("M&E") department.

Sections 20.1 and 28.2 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 SEIU BART classifications, the SEIU eBART Bargaining Unit and SEIU eBART CBA shall be dissolved and the SEIU eBART CBA may not be used for any purpose.

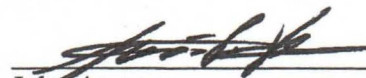
Date: 11.2.2020

FOR THE DISTRICT

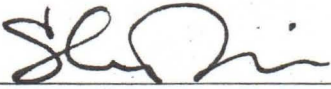


Tamar Allen
AGM, Operations
Bay Area Rapid Transit District

FOR THE UNION



John Arantes
President, BART Chapter
SEIU, Local 1021

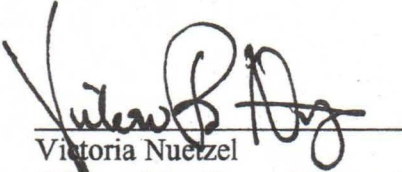


Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District



Olivia Rocha
President, Professional Chapter
SEIU, Local 1021

APPROVED AS TO FORM



Victoria Nuetzel
Office of the General Counsel

TENTATIVE AGREEMENT

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

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by SEIU membership and the BART Board of Directors.

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

1.2 TERM OF AGREEMENT

The term of this Agreement shall be from and including the first day of July ~~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.

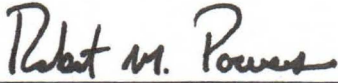
To the fullest extent possible the parties shall endeavor to complete their negotiations at least seven (7) days prior to the date any lawful economic action may be taken in connection with any dispute concerning any proposed changes in any Collective Bargaining Agreement.

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 are 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.

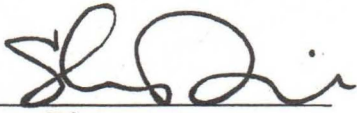
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Date: 11.2.2020

FOR THE DISTRICT

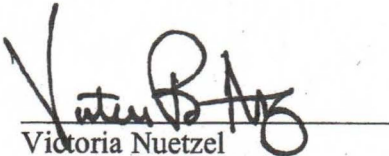


Robert M. Powers
General Manager
Bay Area Rapid Transit District



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

APPROVED AS TO FORM

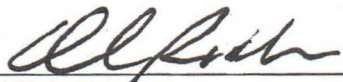


Victoria Nuetzel
Office of the General Counsel

FOR THE UNION



John Arantes
President, BART Chapter
SEIU, Local 1021



Olivia Rocha
President, Professional Chapter
SEIU, Local 1021

TENTATIVE AGREEMENT

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 ("SEIU") SECTION 5.2(B) – PERS-MEDICAL & PRESCRIPTION DRUG BENEFITS

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by SEIU membership and the BART Board of Directors.

The parties agree that following ratification of the SEIU 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

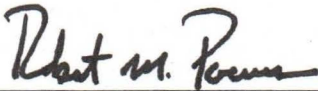
01 Jan. - 10	\$84.41
01 Jan. - 11	\$86.95
01 Jan. - 12	\$89.55
01 Jan. - 13	\$92.24
01 Jan. - 14	\$95.01
01 Jan. - 15	\$97.86
01 Jan. - 16	\$100.79
01 Jan. - 17	\$103.82
01 Jan. - 18	\$106.93
01 Jan. - 19	\$110.14
01 Jan. - 20	\$113.44
01 Jan. - 21	\$116.85
01 Jan. - 22	\$120.35
01 Jan. - 23	\$123.96
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: 11.2.2020

FOR THE DISTRICT

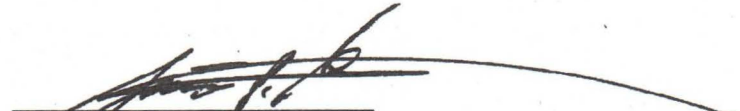


Robert M. Powers
General Manager
Bay Area Rapid Transit District



Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District

FOR THE UNION



John Arantes
President, BART Chapter
SEIU, Local 1021



Olivia Rocha
President, Professional Chapter
SEIU, Local 1021

APPROVED AS TO FORM



Victoria Nuetzell
Office of the General Counsel

TENTATIVE AGREEMENT

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 ("SEIU") SECTION 9.1(B)(2)(a) – SICK LEAVE

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by SEIU membership and the BART Board of Directors.

The parties agree that following ratification of the SEIU 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).

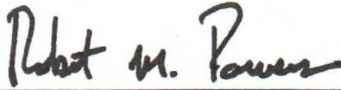
<u>Election Period</u>	<u>Accrual Period</u>
9/2/13 – 9/16/13	9/30/13 – 9/28/14
9/1/14 – 9/15/14	9/29/14 – 9/27/15
9/7/15 – 9/21/15	9/28/15 – 9/25/16
9/5/16 – 9/19/16	9/26/16 – 9/24/17
9/4/17 – 9/18/17	9/25/17 – 9/23/18
9/3/18 – 9/17/18	9/24/18 – 9/22/19

~~9/2/19~~ ~~9/16/19~~ ~~9/23/19~~ ~~9/20/20~~
~~9/7/20~~ ~~9/21/20~~ ~~9/21/20~~ ~~9/19/21~~

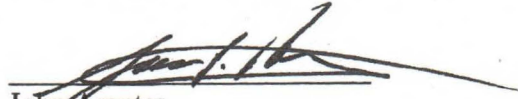
Date: 11/2/20

FOR THE DISTRICT

FOR THE UNION



Robert M. Powers
General Manager
Bay Area Rapid Transit District



John Arantes
President, BART Chapter
SEIU, Local 1021

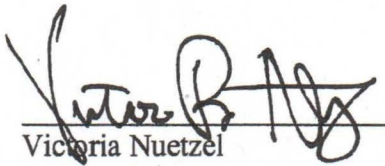


Shana Dines
Director of Labor Relations
Bay Area Rapid Transit District



Olivia Rocha
President, Professional Chapter
SEIU, Local 1021

APPROVED AS TO FORM



Victoria Nuetzel
Office of the General Counsel

TENTATIVE AGREEMENT

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

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by SEIU membership and the BART Board of Directors.

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

20.1 UNION REPRESENTATIVES

...

*** MINUTE CLARIFICATION**

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

BART Chapter:

Three (3) full-time representatives (Chapter President and Two (2) Vice Presidents)

Twenty-~~three~~four (~~23~~24) Chief Stewards

Fifty-~~four~~six (~~54~~56) Area/Shift Stewards

BART Professional Chapter:

One (1) full-time representative (Chapter President)

One (1) Chapter Vice President

Three (3) Area Stewards

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Date: 11.2.2020

FOR THE DISTRICT

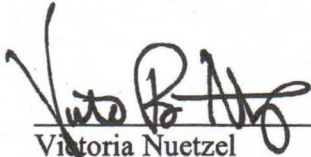


Tamar Allen
AGM, Operations
Bay Area Rapid Transit District



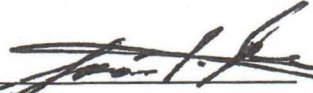
Shana Dines
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Bay Area Rapid Transit District

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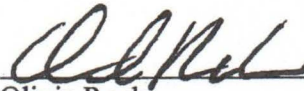


Victoria Nuetzel
Office of the General Counsel

FOR THE UNION



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SEIU, Local 1021



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President, Professional Chapter
SEIU, Local 1021

TENTATIVE AGREEMENT

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART")
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 ("SEIU")
SECTION 28.2 – FUNCTIONAL CLASSIFICATION 1***

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by SEIU membership and the BART Board of Directors.

The parties agree that following ratification of the SEIU BART extension agreement, Section 28.2 shall be modified as follows:

28.2 FUNCTIONAL CLASSIFICATION 1*

*Table is only inclusive of the added classifications

<u>Functional Classification</u>	<u>Pay Grade</u>	<u>Pick Unit</u>
<u>Administrative Analyst II</u>	<u>(9)</u>	<u>Staff Assistant</u>
<u>Composite Vehicle Maintainer, DMU</u>	<u>MW III</u>	<u>Shops-Vehicle</u>
<u>DMU Rolling Stock Foreworker</u>	<u>FP*</u>	<u>Shops-Vehicle</u>
<u>Document Control Specialist, DMU System</u>	<u>(9)</u>	<u>Staff Assistant</u>

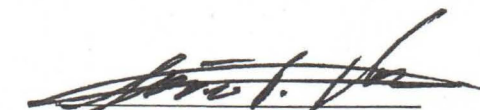
Date: 11.2.2020

FOR THE DISTRICT

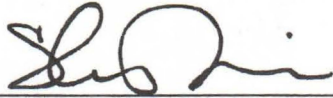


Tamar Allen
AGM, Operations
Bay Area Rapid Transit District

FOR THE UNION



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Director of Labor Relations
Bay Area Rapid Transit District



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SEIU, Local 1021

APPROVED AS TO FORM



Victoria Nuetzel
Office of the General Counsel

TENTATIVE AGREEMENT

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

October 30, 2020

The San Francisco Bay Area Rapid Transit District ("BART") and Service Employees International Union Local 1021 ("SEIU") have negotiated and reached a tentative agreement regarding the extension of and modifications ("extension agreement") to the Labor Agreement ("Agreement").

No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties related to all terms and conditions of the extension agreement. All parties agree that final approval of the collective tentative agreements is subject to ratification by SEIU membership and the BART Board of Directors.

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

28.4 BASE WAGE SCHEDULE

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

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

B. Fiscal Year 2014

~~Effective July 5, 2013 the base salary/wage schedule for bargaining unit members shall be increased by one and eighty six zero seven one hundreds 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 and the Section 8.2 COLA wage schedule provided for in the 2009-2013 Agreement effective July 1, 2013. Effective January 1,~~

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~~2014 the base salary/wage schedule shall be increased by an additional one and eighty six zero seven one hundreds percent (1.8607%).~~

~~C. Fiscal Years 2015, 2016~~

~~Effective January 1, 2015 and January 1, 2016 the base salary/wage schedule for bargaining unit members shall be increased by three seventy two fourteen one hundreds percent (3.7214%).~~

~~D. 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 hundreds percent (4.2214%).~~

~~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.~~

~~E. 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%).~~

~~F. 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 hundreds percent (2.75%).~~

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) 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

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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>0.4%</u>
<u>65%</u>	<u>266,500</u>	<u>0.5%</u>
<u>70%</u>	<u>287,000</u>	<u>0.75%</u>
<u>75%</u>	<u>307,500</u>	<u>1.0%</u>
<u>80%</u>	<u>328,000</u>	<u>1.2%</u>
<u>85%</u>	<u>348,500</u>	<u>1.4%</u>
<u>90%</u>	<u>369,000</u>	<u>1.6%</u>
<u>95%</u>	<u>389,500</u>	<u>1.8%</u>
<u>100%</u>	<u>410,000</u>	<u>2.0%</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).

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:

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<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>1.0%</u>
<u>75%</u>	<u>307,500</u>	<u>1.25%</u>
<u>80%</u>	<u>328,000</u>	<u>1.5%</u>
<u>85%</u>	<u>348,500</u>	<u>1.75%</u>
<u>90%</u>	<u>369,000</u>	<u>2.0%</u>
<u>95%</u>	<u>389,500</u>	<u>2.25%</u>
<u>100%</u>	<u>410,000</u>	<u>2.5%</u>

E. 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 District's Short Range Transit Plan (S RTP) projected growth as specified in the May 2013 S RTP 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 0.320%	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%			

*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.

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~~*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.~~

FE. ELECTRONIC/ELECTRO-MECHANICAL ASSEMBLER.

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

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

GF. UTILITY WORKER AND SYSTEM SERVICE CLASSIFICATIONS

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

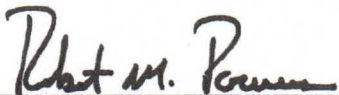
- a. Upon ratification of this agreement, and retroactive to July 1, 2013, the UW and SSW base wage schedule will increase by twenty-five cents (25) per hour;
- b. Beginning on July 1, 2014, the UW and SSW base wage schedule will increase by an additional twenty-five (25) cents per hour;
- c. Beginning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

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

Date: 11/2/20

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

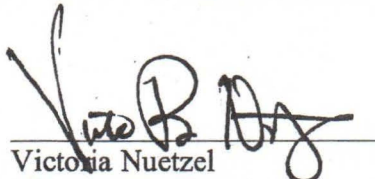


John Arantes
President, BART Chapter
SEIU, Local 1021



Olivia Rocha
President, Professional Chapter
SEIU, Local 1021

APPROVED AS TO FORM



Victoria Nuetzel
Office of the General Counsel