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Title: **Bay Area Rapid Transit (BART) and Service Employees International Union (SEIU), AFL-CIO, Local 790 (2001)**

K#: **840088**

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840088

Bay Area Rapid Transit -- SEIU #790

1,600 maintenance,
clerical + office
em'ees

10/19/01

7/1/01 -- 6/30/05

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1.2 TERM OF AGREEMENT

The term of this Agreement shall be from and including the first day of July 1997 ~~2001~~ up to and including the 30th day of June 2001 ~~2005~~ 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 Section 1137.1, Par. B of Chapter 9, Part 3, of Division 2 of the California Labor Code, as amended. 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 1137.1, Par. C, of Chapter 9, Part 3 of Division 2 of California Labor Code, as amended. 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.

~~1.9 JOINT UNION/MANAGEMENT COMMITTEE~~

~~The parties agree to continue, through a Joint Union/Management Committee to assist the District in transitioning to, and implementing a management style, and organization culture, that values and includes more direct participation by employees in the business decision making process.~~

~~The size, composition, structure, duration, authority and responsibility of the Committee will be determined through further discussion and agreement with the Union. The District agrees to allow designated Union Committee members time off work, as appropriate, to attend Committee meetings, and participate in Committee activities. The District will further provide administrative staff support for the Committee as appropriate.~~

3.5 EDUCATIONAL ASSISTANCE PROGRAM

The District's Educational Assistance Program will be continued during the life of this Agreement. Employees who wish to enroll in job-related and promotion oriented courses which will improve their job knowledge and performance will be compensated by the District for expenses as follows:

- A. When an employee is in the process of acquiring a sixty (60) semester unit or a ninety (90) quarter unit degree (e.g., Associate of Arts, Certificate of Achievement), or when an employee is properly authorized to enroll in a correspondence course and/or a specific course of study that may not result in a degree, said employee shall be reimbursed up to a maximum of seven hundred fifty dollars (\$750.00) per fiscal year.
- B. When an employee exceeds sixty (60) semester units or ninety (90) quarter units and is enrolled in upper division course work, said employee shall be reimbursed up to a maximum of one thousand dollars (\$1,000.00) per fiscal year.
- C. The maximum amount that an employee may be reimbursed under this program in any fiscal year is one thousand dollars (\$1,000.00).

Out-of-pocket expenses for required textbooks and course materials may be included for reimbursement within the above dollar limits. Textbooks may be retained by the employee upon completion of the course.

Courses must be taken at an accredited institution, [or in] **or through** correspondence courses **or other approved vendors, whether training is delivered in-person or on-line**, if comparable courses are not available in local schools or if the work assignment of the individual is such that it does not permit regular classroom attendance. **Approval of other vendors under this section and the establishment of criteria for successful completion, when those listed below are inapplicable shall be at the discretion of the Department Manager of Training and Development.**

Except for unusual circumstances, employees will not be granted time off from their regular work schedule to attend courses taken under this Section.

Approval for said courses must be granted by the department head prior to enrollment. Reimbursement shall be made upon presentation of proper receipts and upon completion of the course with at least a grade "C" or its equivalent.

At the employee's option, an advance may be secured from the District against tuition costs by agreeing to payroll deduction of the amount of the advance if:

[A.]1. satisfactory evidence of completion of the course taken is not provided to the District within thirty (30) days following completion of the course; or

[B.]2. the course is not completed with at least a grade "C" or its equivalent; or

[C.]3. the course is failed; or

[D.]4. the employee voluntarily drops the course for any reason, including voluntary shift change or termination of employment with the District.

If the employee's course is not completed due to a District required shift change or reduction in force, repayment of the advance will not be required.

D. The District will periodically provide the Union with a report of Union members who have applied for District course compensation, the course subject and status of the course application.

E. Definitions:

[A.]1. District required shift change: a reorganization or District mandated classification rebid resulting in an involuntary shift change due to the seniority of an employee.

~~[B.]~~**2. District required reduction in force:** reduction in force actions as described in SEIU 790 Article 25 and ATU 1555 Article S31, resulting in employee being placed in lay-off status with recall rights.

~~[C.]~~**3. Voluntary shift change:** any shift change in which the individual has the ability to control movement affecting him/her adversely, i.e., advance bid, promotion, reverting to his/her former position, system bids, line/yard bids, lateral bids, etc.

4.1 VACATION

The District will grant three (3) weeks of vacation following one (1) year of service, four (4) weeks of vacation after eight (8) years of service, five (5) weeks vacation after fifteen (15) years of service and six (6) weeks vacation after twenty (20) years of service. Employees may carry over up to sixty (60) days (up to forty-eight [48] days for employees on a 4-10 Plan) of vacation. **Employees with four (4) or more weeks of accumulated vacation will be allowed to buy back up to forty (40) hours of such vacation. The election of such buy-back shall be made in December with determination of the four (4) week eligibility threshold to be made in December the following year with payment made in the second February following the election.**

Employees will select their vacation in accordance with the applicable seniority provisions consistent with the scheduling ability of their department, division or section.

In the event an employee terminates or retires, he/she shall be granted pro rata vacation compensation based upon his/her accrued credits.

Vacation allocation will be scheduled throughout the calendar year; however, to the maximum extent possible, consideration consistent with operating requirements will be given to allow employees to take their vacation during the summer months.

Should a contractual holiday fall within the employee's vacation period, compensation will be applied consistent with holiday provisions of this Agreement.

Years of service shall be based upon the employee's date of employment by the Bay Area Rapid Transit District or in the case of 13(c) employees, in accordance with the 13(c) Award.

Vacation accrual will not be continued beyond thirty-one (31) days in the event an employee is in a non-pay status.

4.2 BEREAVEMENT *

When a death occurs or appears imminent in the immediate family of an employee, the employee shall be granted up to a total of (5) days for current spouse and three (3) days for other immediate family members **or eligible domestic partner (per Board Resolutions 4455 and 4757)** of cumulative leave without loss of pay, payable only if the days of leave are regularly scheduled workdays. **Effective July 1, 2002 the amount of bereavement leave granted for other immediate family members or eligible domestic partner shall be five (5) days.** Such leave shall not be deducted from any other leave accrual. To be eligible for compensation for bereavement pay, the employee, upon his/her return, must provide written verification by the attending physician of death or imminence and indication of relationship of the member of the immediate family involved. False information given concerning the death, imminence, or relationship shall be cause for discharge. The immediate family of an employee is defined as spouse **or an employee's eligible domestic partner,** child, **eligible dependent child of an employee's domestic partner,** parent, brother, sister, grandparent; and current, mother-in-law, father-in-law, step-parent, step-child and legal guardian.

Only one (1) bereavement leave within a twelve (12) month period shall be granted an employee for each member of the immediate family.

*** Minute Clarification**

In agreeing to continue existing language in this Section, the parties understand that alternate forms of leave, e.g., vacation, floating holidays, leaves of absence without pay, are available to employees who may wish to extend the bereavement period and such reasonable request for said extensions have been granted in the past and shall continue to be considered and granted in the same manner.

4.6 JURY DUTY *

Pursuant to State law, an employee shall be excused from work on a workday on which he/she performs jury service, providing he/she gives prior notification to his/her supervisor. During such excused absence, an employee shall be paid up to an amount of the difference between jury fees and his/her existing shift earnings, exclusive of reimbursable travel expenses.

No such payment will be made to an employee excused for jury service unless a statement is provided to the District showing the amount of fees paid or payable and the time spent in jury service.

When an employee has served five (5) consecutive days on jury duty under the 5-8 work week plan or four (4) consecutive days under the 4-10 work week plan and that service conflicts with one or more of the employee's RDOS, the employee has the option to reschedule their RDOs with his/her supervisor without additional cost to the District.

*** Minute Clarification**

The parties agree exercise of this option shall be within the work week in which the Jury Duty occurs. **If the court recesses for the day without discharging the employee from jury duty or discharges the employee from jury duty, the employee may use a floating holiday or accumulated vacation for the next scheduled shift.**

Also, if the employee's active jury duty encompasses a portion of his or her normally scheduled (i.e. non-jury duty) days off, he or she shall receive the following Saturday and/or Sunday as a day(s) off. If the employee performs active jury duty on the first normally scheduled RDO, Saturday shall be a substitute RDO. If the employee performs active jury duty on his or her second normally scheduled RDO (or third in the case of four-ten employees) Sunday shall be a substitute RDO.

The employee shall notify his or her supervisor of his or her election to work or use holiday or vacation time as provided above in accordance with his or her department's normal departmental reporting procedures.

The split RDO's will be in the case of jury duty only on a non-precedent setting basis.

5.1 GROUP INSURANCE & DISTRICT SELF-FUNDED PLANS- GENERAL *

The terms, conditions and provisions of all current group insurance policies issued by insurance companies to the District, or hereafter negotiated between the parties, and of all self-funded employee benefits plans, exclusive of the Money Purchase Pension Plan and Deferred Compensation Plan, under which individual employees are to receive benefits, are incorporated by reference herein and shall be controlling in all matters pertaining to benefits hereunder.

The District agrees that it will not change, or seek to change, the benefits under the group insurance policies, or under the self-funded benefit plans or fail to provide reasonable and customary claims services under which individual employees are to receive benefits, without mutual agreement of the parties to this Agreement.

The District agrees that it will promptly notify the Unions of any proposed changes to group insurance policies or self-funded benefit plans which may be mandated by law or required by insurers, or proposed by the District.

Married employees who both work for the District shall receive full coverage under group insurance policies and self-funded benefit plans. They shall each receive their allotted employee and dependent coverages. In no event will these employees or their dependents be entitled to such combined coverage in excess of their actual expenses.

Effective July 1, 1991, employees who are on non-job-related disability for two continuous years or longer shall not be eligible for District-paid medical benefit plans.

The definition of a dependent for purposes of District-paid medical benefit plans shall be as follows:

1. The covered employee's legally wedded spouse or [~~same gender~~] domestic partner per Board Resolutions 4455 and 4757 and BART and health plan eligibility guidelines.
2. The unmarried, a) natural born child, b) legally adopted child, c) step child, or d) child of the employee or the employee's domestic partner for whom the covered employee or employee's domestic partner became the legal guardian before age 19, [~~of the covered employee~~] who is under age 19 and [~~who is~~] dependent on the covered employee for their principal support and

maintenance. This also includes any such child as listed above who is under age 23 (or under age 24 in accordance with the individual health plan) provided they are attending school on a continuous, full-time basis (12 units or more), at an accredited academic or vocational institution.

This also includes any such child as listed above who is incapable of sustaining employment by reason of mental retardation or physical handicap, if such was incurred prior to age 19 (or prior to age 23, or prior to age 24 in accordance with the individual health plan, if the child was attending school as a full-time student as defined above), provided the child resides in the covered employee's household or a custodial facility.

3. Any unmarried child *(including the eligible child of an employee's domestic partner)* under age 19 (or prior to age 23, or prior to age 24 in accordance with the individual health plan, if attending school as a full-time student as previously defined) for whom the covered employee is mandated by court decree to provide health benefits.

Proof of dependency and/or incapacity must be furnished annually during the period specified by BART.

*** Minute Clarification**

The parties agree that for the purposes of the above section, an employee's return to work would constitute a termination of the two-year disability termination of benefits as defined below:

Two or more periods of disability due to the same or a related injury or sickness shall be considered one period of disability unless separated by the person's return to the full-time duties of his regular occupation for a continuous period of at least ninety (90) days.

The District will notify the employee after twenty-one (21) months of continuous disability of the pending termination of benefits.

*** Minute Clarification**

The parties agree that the second paragraph of this Section means that the District will not make changes to current group insurance policies which adversely affects the level of benefits without agreement of the parties.

This Section shall not apply to benefits which are provided pursuant to Section 5.2, PERS-Medical & Prescription Drug Benefits, and Section 5.8, Survivor Benefits. Section 5.2, PERS-Medical & Prescription Drug Benefits and the PERS rules, regulations and plan documents shall control on all issues concerning medical and prescription drug benefits.

*** Minute Clarification**

Living Trust - An employee who is diagnosed as terminally ill and is on disability shall have the option to collect his/her life insurance benefits subject to the terms, conditions and provisions of the Principal Financial Group's "Accelerated Benefits" plan.

5.2 PERS-MEDICAL & PRESCRIPTION DRUG BENEFITS *

On January 1, 1995, or as soon as practicable thereafter, the District will provide group medical and prescription drug benefits, as provided below, through the Public Employees' Retirement System (PERS). The PERS rules, regulations and plan documents will control on all issues concerning benefits, including the types and levels of benefits offered and eligibility for those benefits.

The Unions acknowledge that they understand these benefits may not equate to benefits previously available to employees and retirees through the various optional medical plans and the prescription drug plan. Because coverage will be provided through PERS, the District and the Unions understand that PERS may terminate or change covered expenses, benefit payments and co-payments on covered benefits, deductibles, lifetime and/or annual maximums and may implement various cost control features.

Except for Survivors Benefits, as provided for in Section 5.8, the Unions waive the right to any group medical or prescription drug benefit granted expressly or impliedly under other sections of this Agreement, or by any other agreement between the parties or by any District guideline, policy or practice if that benefit is not offered through the PERS medical plan.

It is the intent of the parties that providing these benefits shall result in no additional cost to the District over the projected future cost of the current plans. To that end, [~~for the period up to and including June 30, 1997 for the life of the current Agreement,~~] all employees eligible for PERS medical benefits who enroll for such benefits shall be responsible for a premium co-payment in the amount of twenty-five

dollars (\$25.00) per month. [~~Any and all increases in premiums between August 1, 1994, and the PERS premium adjustment on or about August 1, 1997 shall result in a like percentage increase in the employee premium co-payment for the contract period commencing on or about July 1, 1997, such amount to be determined by the District.]~~]

The **parties acknowledge that the** District's contribution to the PERS premium for eligible retirees [~~will be phased in over~~] **has been subject to** a seven (7) year **phase-in** period **that is nearing completion** after which retired employees and active employees will pay the same premium co-payment toward their total PERS medical premium cost. The District will pay the difference. The phase-in will be **completed** as follows:

~~YEAR 1: (1/01/95 - 7/31/95)~~

~~Each eligible retiree pays the entire cost of their PERS Medical and Prescription Drug coverage premium less one dollar (\$1) per month.~~

~~YEAR 2: (8/01/95 - 7/31/96)~~

~~Each eligible retiree pays the same premium co-payment as active employees plus 6/7ths of the difference between the total premium cost of their PERS Medical and Prescription Drug coverage and the active employee premium co-payment.~~

~~YEAR 3: (8/01/96 - 7/31/97)~~

~~Each eligible retiree pays the same premium co-payment as active employees plus 5/7ths of the difference between the total premium cost of their PERS Medical and Prescription Drug coverage and the active employee premium co-payment.~~

~~YEAR 4: (8/01/97 - 7/31/98) Each eligible retiree pays the same premium co-payment as active employees plus 4/7ths of the difference between the total premium cost of their PERS Medical and Prescription Drug coverage and the active employee premium co-payment.~~

~~YEAR 5: (8/01/98 - 7/31/99) Each eligible retiree pays the same premium co-payment as active employees plus 3/7ths of the difference between the total premium cost of their PERS Medical and Prescription Drug coverage and the active employee premium co-payment.~~

~~YEAR 6: (8/01/99 - 7/31/00)~~

~~Each eligible retiree pays the same premium co-payment as active employees plus 2/7ths of the difference between the total premium cost of their PERS Medical and Prescription Drug coverage and the active employee premium co-payment.]~~

YEAR 7: (8/01/00 7/01/01 - 7/31/01)

Each eligible retiree pays the same premium co-payment as active employees plus 1/7th of the difference between the total premium cost of their PERS Medical and Prescription Drug coverage and the active employee premium co-payment.

~~YEAR 8 : (8/01/01 - 7/31/02)~~

On and after August 1, 2001 [E]each eligible retiree ***shall*** pay[s] the same premium co-payment as active employees. Employees' premium co-payments will be paid for through payroll deductions. Retiree premium co-payments will be deducted from the retirement allowance paid by PERS. If a retiree's retirement allowance is not sufficient to pay the entire co-payment, the retiree must pay the balance due on such premium co-payment 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 co-payment 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.

The District reserves the right to terminate or change any part or all of the health benefits program at any time with respect to active or retired employees, however, any such action will be taken only after the District has satisfied its obligations under applicable Collective Bargaining Agreements. The District's contractual obligation to provide health benefits coverage to retired employees shall terminate upon the expiration of this Agreement. By providing benefits to retirees, the parties do not intend to vest retirees with such benefits.

~~[Until the effective date of the PERS contract, the District agrees to continue to offer to eligible employees and retirees the service delivery health insurance plans and prescription drug plan which they selected under the last open enrollment period before the effective date of this Agreement.]~~

*** Minute Clarification**

The parties mutually understand that the only obligation to continue the health benefits of active employees after the expiration of the Agreement is that which may arise from the general legal duty to bargain in good faith.

5.3 DENTAL PLAN *

Present coverage for preventative care, restorative care, prosthodontics care and orthodontic care will continue. Coverage [up to and including December 31, 1998] will be as follows:

- ~~[A. **Preventative Care:** Insurance will pay one hundred percent (100%) of Usual and Customary charges.~~
- ~~B. **Restorative Care:** Insurance will pay ninety percent (90%) of the Usual and Customary charges, with the employee paying the balance.~~
- ~~C. **Prosthodontics:** Insurance will pay ninety percent (90%) of the Usual and Customary charges, with the employee paying the balance.~~
- ~~D. **Orthodontics:** Insurance will pay fifty percent (50%) of the Usual and Customary charges, with the employee paying the balance.~~

~~Maximum benefit payable for a combination of preventative, restorative, and prosthodontic care is one thousand dollars (\$1,000) for each calendar year. Maximum benefit payable for orthodontic care is five hundred dollars (\$500) lifetime maximum, with fifty dollars (\$50) deductible for employees and dependents.~~

~~Coverage, effective January 1, 1999 will be as follows:]~~

- A. **Preventative Care:** Insurance will pay one hundred percent (100%) of Usual and Customary charges.
- B. **Restorative Care:** Insurance will pay ninety percent (90%) of the Usual and Customary charges, with the employee paying the balance.
- C. **Prosthodontics:** Insurance will pay ninety percent (90%) of the Usual and Customary charges, with the employee paying the balance.
- D. **Orthodontics:** Insurance will pay seventy five percent (75%) of the Usual and Customary charges, with the employee paying the balance.

Maximum benefit payable for a combination of preventative, restorative and prosthodontic care is two thousand dollars (\$2,000) for each calendar year. Each calendar year, the employee may place the maximum benefit payable for preventative, restorative and

prosthodontic care for each employee and dependent in a family bank. Maximum benefit payable for orthodontic care is three thousand five hundred dollars (\$3,500) lifetime maximum with fifty dollars (\$50) deductible for employees and dependents.

*** Minute Clarification**

Employees shall have the option to purchase, at their own expense, an enhanced dental plan. Benefits and premiums shall be established by the District annually based on plan experience. Premiums for this benefit will be paid through payroll deduction.

5.4 VISION CARE PLAN *

The District will continue to provide a Vision Care Plan for employees, an employee's eligible domestic partner (per Board Resolutions 4455 and 4757) and their eligible dependents providing the following:

Coverage	Intervals
Visual Examinations	12 months
Lens Replacement	12 months
Frames Replacement	24 months

There shall be a ten dollar (\$10) deductible. The District shall pay the full premium for all employees and eligible dependents.

*** Minute Clarification**

Employees shall have the option to purchase, at their own expense, an enhanced Vision Care Plan. Benefits and premiums shall be established by the District annually based on plan experience. Premiums for this benefit will be paid through payroll deduction.

5.9 DISABILITY COVERAGE

A. **Short-Term Disability Coverage** - The District will continue to maintain Short-Term Disability coverage at the following rates:

Weeks of Disability	Maximum Salary	Maximum Benefit
[1st - 26th	\$504.00 x 66-2/3%	\$336.00]
1st - 26th	\$735 x 66-2/3%	\$490

At no time will disability coverage be less than level mandated by State law.

B. **Long-Term Disability** - The District will continue to maintain Long-Term Disability coverage with a maximum monthly benefit of sixty-six and two-thirds percent (66-2/3%) of the base monthly salary to a maximum insured salary of two thousand dollars (\$2,000) per month. Maximum benefit - one thousand four hundred fifty-six dollars (\$1,456.00) per month for weeks twenty-seven (27) through fifty-two (52) and one thousand three hundred thirty-four dollars (\$1,334.00) for weeks fifty-three (53) and any subsequent week.

C. **Employee Purchase of Additional Coverage**

1. **Short-Term Disability Coverage** - Employees may purchase additional Short-Term Disability coverage up to the following rates:

Weeks of Disability	Maximum Salary	Minimum Benefit
1st - 4th	[\$568.00 x 66-2/3%	\$379.00
5th - 26th	[\$700.00 x 66-2/3%	\$467.00
1st - 4th	\$800.00 x 66-2/3%	\$533.00
5th - 26th	\$931.00 x 66-2/3%	\$621.00

Premiums for this additional coverage shall be fully paid by the employee.

2. **Long-Term Disability Coverage** - Employees may purchase additional Long-Term Disability coverage to assure payment of up to sixty-six and two-thirds percent (66-2/3%) of the employee's base monthly salary to a maximum insured salary of three thousand dollars (\$3,000) per month. The maximum monthly benefit is two thousand dollars (\$2,000). Premiums for this additional coverage shall be fully paid by the employee. Eligibility of employees to purchase additional Short-Term and/or Long-Term Disability coverage shall be subject to medical certification of insurability.

6.1 PUBLIC EMPLOYEES' RETIREMENT SYSTEM *

The District shall amend its contract with the Public Employee's Retirement Systems (PERS) to provide the two percent (2%) at 55

retirement option for miscellaneous members in the bargaining unit. This change shall become effective August 31, 1992 or as soon thereafter as practicable. The District will take all reasonable steps necessary to implement this amendment so that it can be effective on August 31, 1992 or as soon thereafter as practicable. Except for this change, the District shall continue its present participation in PERS for miscellaneous members at existing levels.

To partially offset the cost of this new benefit, effective September 1, 1991 the District shall retain its contribution of one point six hundred twenty-seven percent (1.627%) of payroll to the District's Money Purchase Pension Plan on behalf of members in the bargaining unit. The retention of the 1.627% contribution shall remain in effect to and including June 30, 2011. Bargaining unit employees shall reimburse the District through deductions from retroactive pay or from payroll deductions for the 1.627% contributions to the Money Purchase Pension Plan made on their behalf for the months of July and August, 1991.

The Union shall approve all changes and execute all documents including, without limitation, documents relating to the PERS contract and the Money Purchase Pension Plan necessary to implement the 2% at 55 retirement benefit, and the change in the District's Money Purchase Pension Plan contribution rate.

If AB 616 becomes law (in the form it existed on 8/15/01) the District and Unions agree to meet jointly to discuss possible adoption of the benefits available under AB 616 for all BART PERS Miscellaneous employees.

***Minute Clarification**

Within one hundred twenty (120) days of the signing of this Agreement, the District and the Unions will explore and discuss any cost neutral PERS benefit options.

6.4 MONEY PURCHASE PENSION PLAN

A. The District will continue to deposit an amount equivalent to six and sixty-five one hundredth's percent (6.65%) of the employee's base rate monthly compensation (after deducting the first one hundred thirty-three dollars and thirty-three cents [\$133.33] paid during the month) up to a maximum annual contribution of one thousand eight hundred and sixty-eight dollars and sixty-five cents (\$1,868.65) into a Money Purchase Pension Plan for employees. The base rate

monthly compensation equals one hundred seventy-three and one third (173.33) hours times base straight time hourly rate.

B. Additional Contributions to Employees' Money Purchase Plan During PERS Superfunding

Beginning October 1, 2001, and for the period(s) during which the District's PERS account is superfunded, the District shall make an additional contribution to each employee's Money Purchase Plan account in the amount of 3.5% of gross straight-time wages. This contribution is 50% or one half of the 7% PERS Employer Paid Member Contribution (EPMC). The other 3.5% will be available to the District for discretionary obligations and purposes. The 7% EPMC will be discontinued during the period(s) of superfunding.

If the GASB (Government Accounting Standards Board) adopts a change in accounting standards for the retiree medical insurance unfunded liability and compliance with that standard would require an increase in contributions toward that liability, said increase will be paid proportionally (i.e. in equal proportions) from the employer's full 3.5% share of the 7% and from no more than 1.5% (3/7ths) of the employee's share of the 7%. As long as superfunding is in effect, the District's contribution to the employee's MPPP shall be a minimum of 2%.

The terms of this subsection apply whenever the District's PERS account is superfunded as defined by PERS.

To the extent it is within their respective authority, the District and Unions will amend the Money Purchase Plan as needed to implement this section, including amendments regarding changes in the contributions described above related to PERS account superfunding status.

Minute Clarification

If compliance with GASB accounting standards requires a change as described above, the parties shall meet concerning implementation of any required changes. The contributions by the District and employees will be based on the minimum amount necessary to meet the accounting standards.

If compliance with GASB accounting standards requires a change as described above, the ratio of employer contributions to employee contributions is two and one third (2 1/3) to one (1). For example, if the District to contribute 1.75% of it's 3.5 % share, employees would contribute 0.75 % of their share.

7.1 PASS PRIVILEGES

The District will provide free transportation over its lines during normal hours of operation to full-time employees and pensioners and their spouses and dependent children, provided they properly display their District identification card.

Dependent children under the age of five (5) years will not be required to display their identification cards. Dependent children include unmarried children (including legally adopted children) to their nineteenth (19th) birthday, or to their twenty-third (23rd) birthday if they are enrolled full-time at an accredited institution of learning, provided such children are dependent on the employee for their support and maintenance.

There will be a ten dollar (\$10) fee to replace an employee's identification card.

In any twelve (12 month period): Dependents will be charged a ten dollar (\$10) fee to replace a dependent's first identification card. The fee to replace any subsequent dependent's identification card shall be twenty dollars (\$20). On the third request, and any subsequent requests, the fee to replace the identification card shall be twenty dollars (\$20) and there will be a three (3) month waiting period. These fees may be waived by the District upon verifiable proof of the reasonableness of loss or destruction.

The District will provide five (5) identification cards for ATU Local 1555 and ten (10) identification cards for SEIU 790 for representatives designated by name by the Unions authorizing free transportation on the system.

Failure to properly display identification or any attempt to misuse this privilege will be cause for refused entry into the system, revocation of privilege and/or disciplinary action.

Pass privileges will be revoked when an employee is terminated from the District.

Spouses' pass privileges terminate upon dissolution of marriage.

Spouse's and eligible dependent children's pass privileges shall continue upon the retirement of an employee. When an employee who has retired from District services dies:

- 1) his/her spouse's pass privileges shall terminate upon the surviving spouse's remarriage;
- 2) eligible dependent children's pass privileges shall terminate five (5) years after the retiree's death or upon the expiration of the time periods set forth in this Section, whichever occurs first.

If an employee dies as the result of a District job-related accident, the following shall occur:

- 1) If the employee has been employed by the District for less than five (5) years, the surviving spouse's pass privileges shall terminate five (5) years after the employee's death or upon the surviving spouse's remarriage, whichever occurs first;
- 2) If the employee has been employed by the District for more than five (5) years, the surviving spouse's pass privileges shall terminate upon the spouse's remarriage;
- 3) Eligible dependent children's pass privileges shall terminate five (5) years after the employee's death or, upon the expiration of the time periods set forth in this Section, whichever occurs first.

If an employee dies as a result of a non-job-related injury or illness, and at the time of death he/she has been an employee of the District for at least five (5) years and is at least fifty (50) years of age, the employee's surviving spouse's pass privileges shall terminate upon the spouse's remarriage.

An employee's eligible domestic partner and their eligible children shall be entitled to the same pass privileges under this section as spouses and dependent children of the employee, per Board Resolutions 4455 and 4757.

8.2 COST OF LIVING/WAGE ADJUSTMENT

All employees covered by this Agreement shall be covered by the provisions for a cost of living increase as set forth in this Section.

The wage rates as contained in this Agreement shall not be reduced by application of this Cost of Living Provision. In addition to the wage rates contained in this Agreement, all employees shall be paid cost of living adjustments to be determined on the basis of the "Urban Wage Earners and Clerical Workers" Consumer Price Index (United States Average, revised base 1967 = 100), published by the Bureau of Labor Statistics, United States Department of Labor, in the manner described in this Section (hereafter referred to as the "Index").

- A. Effective on June 30, 20045, a Cost of Living Adjustment shall be granted to the wages/salaries of all employees subject to this Agreement equal to one-cent (1¢) per hour for each full point four (.4) of a point change in the Consumer Price Index as measured on the basis of movement of the Index published for the month of May, 20045 over the Index published for the month of February, 20045.
- B. All Cost of Living Adjustments specified in Paragraph A of this Section for salaried employees shall be at the monthly equivalent of the hourly adjustment (the cost of living cent adjustment times two thousand eighty hours [2,080] hours divided by twelve [12] months = monthly equivalent of the hourly adjustment.)
- C. The resulting Cost of Living Allowance shall be used in the computation of pensions, straight time and overtime pay exactly as though the wage rates had been changed by the allowance. However, the allowance shall not be added to the base wage rates.
- D. The District, during the negotiations for a succeeding term after June 30, 20045, shall not assert that the Cost of Living Allowance increase effective on June 30, 20045 is included as part of any increased wage offer made by the District for the succeeding contract.

9.1 SICK LEAVE

- A. **Accrual:** Covered employees shall accrue one (1) day of sick leave for each full month of employment. Sick leave credits may be accumulated to a total of two hundred fifty (250) working days.

B. Sick Leave Options:

1. **Retirement Buy-Back:** To encourage employees to maintain maximum attendance and improve performance the following incentive is offered: employees leaving District service on a service retirement (non-disability retirement) shall be paid fifty percent (50%) of their accrued sick leave balance upon the effective date of service retirement.

2. **Retirement/Termination Bank (Option 1):** Employees will be given the option each year to make an irrevocable election to "bank" a percentage of the maximum of the difference between annual sick leave earned during the accrual period, less sick leave taken during the annual accrual period, based on the following schedule. An election to "bank" must include an election as to the percentage amount which will be banked, based on the percentage increments and maximums provided below. At the end of the accrual period, such bank shall be set aside for payment upon death/retirement/termination and shall not be included in the calculation of the amount of Retirement Buy Back under Section 9.1. Employees who experience an illness/injury and exhaust their existing sick leave that is available, may utilize sick leave that has been banked under this provision provided they make a written request to do so through their Department Manager at the time of the illness/injury and the circumstances qualify for sick leave under D. below.

Hourly

Option Period	Accrual Period
[10/17/97 - 10/31/97	10/07/96 - 10/05/97
10/17/97 - 10/31/97	10/06/97 - 10/04/98
09/16/98 - 09/30/98	10/05/98 - 10/03/99
09/16/99 - 09/30/99	10/04/99 - 10/01/00
09/16/00 - 09/30/00	10/02/00 - 09/30/01]

9/16/01 - 9/30/01
9/16/02 - 0/30/02
9/16/03 - 9/30/03
9/16/04 - 9/30/04

10/06/01 - 10/04/02
10/05/02 - 10/03/03
10/04/03 - 10/01/04
10/02/04 - 09/30/05

Salaried

Option Period	Accrual Period
[10/17/97 - 10/31/97	10/16/96 - 10/15/97
10/17/97 - 10/31/97	10/16/97 - 10/15/98
09/16/98 - 09/30/98	10/16/98 - 10/15/99
09/16/99 - 09/30/99	10/16/99 - 10/15/00
09/16/00 - 09/30/00	10/16/00 - 10/15/01]

9/16/01 - 9/30/01

9/16/02 - 9/30/02

9/16/03 - 9/30/03

9/16/04 - 9/30/04

10/16/01 - 10/15/02

10/16/02 - 10/15/03

10/16/03 - 10/15/04

10/16/04 - 10/15/05

NOTE: The maximum sick leave which may be earned for each accrual period is ninety-six (96) hours for employees on a 5-8 Work Plan and one hundred twenty (120) hours for employees on a 4-10 Work Plan.

Sick leave hours banked will be paid in full hour increments at the employee's base rate of pay, effective on the employee's date of death or retirement/termination from District's employment.

The maximum Retirement/Termination Bank Percentage is based on the employee's total unused sick leave hours earned during the Accrual Period at the end of the Accrual Period each year computed using the following schedule:

Days	Buy-Back Percentage of Unused Earned Sick Leave
0	5% up to 50% (in 5% increments)
1-3	5% up to 40% (in 5% increments)

- 3. Annual Buy-Back (Option 2):** Employees will be given the option each year to make an irrevocable election to buy-back earned sick leave, less sick leave taken during the annual accrual period on the following schedule. An election to “buy-back” must also include an election as to the percentage amount of the “buy-back”, based on the percentage increments and maximums provided below.

Hourly

Option Period	Accrual Period
[10/17/97 - 10/31/97	10/07/96 - 10/05/97
10/17/97 - 10/31/97	10/06/97 - 10/04/98 09/16/98 -
09/30/98 - 10/05/98	10/03/99 - 09/16/99 - 09/30/99
10/04/99 - 10/01/00	09/16/00 - 09/30/00 - 10/02/00 -
09/30/01]	

9/16/01 - 9/30/01
9/16/02 - 0/30/02
9/16/03 - 9/30/03
9/16/04 - 9/30/04

10/06/01 - 10/04/02
10/05/02 - 10/03/03
10/04/03 - 10/01/04
10/02/04 - 09/30/05

Salaried

Option Period	Accrual Period
[10/17/97 - 10/31/97	10/16/96 - 10/15/97
10/17/97 - 10/31/97	10/16/97 - 10/15/98
09/16/98 - 09/30/98	10/16/98 - 10/15/99
09/16/99 - 09/30/99	10/16/99 - 10/15/00
09/16/00 - 09/30/00	10/16/00 - 10/15/01]

9/16/01 - 9/30/01
9/16/02 - 9/30/02
9/16/03 - 9/30/03
9/16/04 - 9/30/04

10/16/01 - 10/15/02
10/16/02 - 10/15/03
10/16/03 - 10/15/04
10/16/04 - 10/15/05

NOTE: The maximum sick leave which may be earned for each accrual period is ninety-six (96) hours for employees on a 5-8 Work Plan and one hundred and twenty (120) hours for employees on a 4-10 Work Plan.

Buy-Back shall be paid in full hour increments at the employee's base rate of pay at the end of the accrual period.

The maximum Buy-Back percentage is based on the employee's attendance record during the accrual period.

Days	Buy-Back Percentage of Unused Earned Sick Leave
0	5% up to 50% (in 5% increments)
1-3	5% up to 40% (in 5% increments)

- C. Choosing An Option:** Employees who wish to select Option 1 or 2 as noted above, must so designate during the option period. Employees may select only one option (“bank” or “buy-back”) for each accrual period.

Payroll clerks shall process and transmit employee choices to Payroll during the second week of the option period.

Once an option is selected, it may not be changed until the following option period. Buy back checks will be distributed to employees no later than December 1 following the end of the accrual period.

Unless an employee elects to "bank" (Option 1), or buy-back (Option 2) during the option period, such unused sick leave hours shall be carried over the next year and will no longer be subject to the Annual options.

- D. Sick Leave Payment:** Employees shall receive sick leave with pay up to the amount of sick leave accrued at the time of illness, provided the requirements of this section are met.

Employees shall accrue sick leave credits during the probationary period, however, they shall not be eligible for sick leave pay until after completion of the probation period.

An employee who is absent from work for reasons that qualify for use of sick leave under section 9.1 who has no accumulated sick leave to cover such absence must use accumulated vacation, personal holiday, and compensatory time off before unpaid leave may be granted. Even though such charges are made, the employee’s absence remains subject to the contract provisions governing the use of sick leave. The employee must advise the employee’s appropriate absence report recipient, as designated by the District, of the category of paid leave that shall be charged for such absence. If the employee does not do so, the absence shall be charged by default against the employee’s accumulated vacation, holiday and compensatory time off in that order. Sick leave preserved under section 9.1.D last paragraph (below) will not be available for such charges. Holidays may not be charged if such charge would reduce

the number of holidays in the employee's account below the number of designated contractual holidays remaining in the fiscal year.

Employees shall be eligible for paid sick leave as follows:

1. Illness, injury, quarantine, or similar exposure to contagious disease;
2. Verifiable medical and/or dental appointments which cannot be scheduled outside the normal working hours, provided that a minimum of forty-eight (48) hours advance notice is given and provided subsequent confirmation that the appointment was kept is given if requested by Management.
3. Doctor's visits associated with pregnancy, subject to the provisions in "2." above;
4. Hospitalization or serious illness/accident and resulting subsequent related scheduled doctor's visits, subject to the provisions in "2." above;
5. Required attendance upon a seriously ill spouse or child. The District may require a written statement from the attending physician that the employee's attendance was required.
6. Required transportation to doctor for employee's spouse or child if spouse or child has serious accident or serious illness (subsequent verified and scheduled doctor's visits resulting from initial visit and also included).
7. Industrial injury and resulting subsequent related scheduled doctor's visits.

Sick leave with pay shall apply to each separate sick leave incident. For purposes of this section, "sick leave with pay" means pay calculated at the straight time day shift rate for the number of hours the employee was regularly scheduled to work each day, had the illness or injury not occurred.

If an employee's absence which qualifies for paid sick leave also qualifies as statutory family and medical leave (i.e. FMLA/CFRA), the employee may elect to preserve eligibility for participation in the annual buy-back or the retirement/

termination bank, if either was elected during the option period, by requesting to substitute vacation, floating holidays (for increments of a full day only), or compensatory leave pay, if applicable, or, if he/she has no accrued vacation, floating holidays or compensatory leave, requesting to take the leave unpaid. The request must be made before receipt of sick pay.

- E. **Sick Leave Verification:** The District may take reasonable means to verify the employee's eligibility for sick leave. Upon prior written notice, an employee, at his or her expense may be required to provide a doctor's statement which demonstrates to the satisfaction of the District, eligibility for sick leave as defined above, for any sick leave incident.

Employees shall furnish a doctor's statement for each sick leave incident involving absences of more than three (3) working days.

In instances where the District requires a doctor's statement, either to verify sick leave or determine an employee's fitness to return to work, that statement must include the following:

1. date and time of treatment;
2. duration of illness;
3. date cleared to return to work.

Otherwise, an employee returning to work from a sick leave incident must submit a required doctor's statement and other documentation within seven (7) calendar days of his/ her return to work. Failure to submit required documentation within the time provided shall result in denial of sick leave pay, and may result in disciplinary action.

The District may require any employee to submit to a medical examination by a doctor designated by the District, at the District's expense, as a condition of return to work from a sick leave incident or to verify the continuing need for sick leave.

Pattern use, misuse or abuse of sick leave will be governed by the District's disciplinary procedures and handled on a case-by-case basis.

- F. **Sick Leave Reporting:** It is the responsibility of every employee absent from work because of illness or injury to report such absences to his/her immediate supervisor or the supervisor's designated representative. This report must include information as to the expected date of return to work and where the employee can be reached during his/her normal work hours. The employee will

promptly notify his/her supervisor or supervisor's designee of any change which affects his/her ability to return to work.

9.5 TEMPORARY MODIFIED ASSIGNMENT PROCEDURE

~~[Effective January 1, 1992 or as soon thereafter as practicable, t]~~ **The parties recognize that offering Temporary Modified Work Assignments (TMA's) can, when properly administered, benefit the District and employees financially and in accelerating rehabilitation.** Temporary modified work or temporary work assignments will be provided to permanently (who volunteer to participate) and temporarily disabled BART employees, when in the judgment of the District, work is available which can be provided without adversely affecting operations or services. Temporary modified work will be considered on a case-by-case basis.

Each employee who desires a TMA shall submit a written notice of such desire simultaneously to his or her immediate supervisor and the District's Disability Programs Office, Department of Human Resources. Promptly after receipt of such notice, the Disability Program Office shall provide the employee with a Return-to-Work questionnaire for completion by the employee's physician, an instruction sheet on how to complete these forms, and a copy of section 9.5 of the Labor Agreement. The employee must simultaneously return this form completed to the Disability Program Office and the employee's immediate supervisor.

Temporary modified work may involve modification of an employee's own job or assignment to work outside of an employee's current position **or bargaining unit**, as provided herein. The [Benefits] **Disability Programs** Office, in consultation with the applicable department, will determine eligibility for participation in the temporary modified work program and will coordinate temporary work positions/assignments.

To aid in the administration of this program, the (SEIU and ATU) shall appoint two persons from their bargaining unit to serve on a TMA committee. The duties of the committee include (a) identifying potential TMA opportunities not otherwise identified by the District and recommending them to the Senior Personnel Analyst of the Disability Programs Office for consideration, (b) evaluating proposed TMA assignments and (c) advising the Senior Personnel Analyst of the Disability Programs Office on potential improvements in program administration. The Senior Personnel Analyst of the Disability Programs Office shall periodically train new committee members concerning the TMA program,

and shall periodically offer such training to union officers, stewards, supervisors, and managers.

The Senior Personnel Analyst of the Disability Programs Office shall provide committee members with a quarterly report of all requests for TMA application materials, completed Return to Work questionnaires, and TMAs that have been implemented. In addition, the committee shall have access to the completed Return-to-Work questionnaires as they are submitted. The Senior Personnel Analyst of the Disability Programs Office may propose a TMA that crosses bargaining unit lines or that is intra-unit but not on the list described in 9.5.3.c. The committee may by unanimous vote approve assignments that cross bargaining unit lines. The representatives of the union affected by a proposed intra-unit TMA not on the list may unanimously approve such assignment. If the Senior Personnel Analyst of the Disability Programs Office, the union presidents and Labor Relations Manager agree in writing, additional TMA's may be added to or removed from the list set forth in section 9.5.3.c.

On written notice delivered to the others within 150 and 180 days before the expiration date of this agreement, (either SEIU, ATU, or the District) may terminate further use or consideration of inter-bargaining unit TMA's and such use or consideration as occurs during the life of this agreement shall not be deemed precedent setting. The parties further agree that the relaxation of jurisdictional boundaries or rights permitted under this section is experimental in nature, restricted exclusively to this section, and may not be relied on as a precedent in any future dealings between them or any other bargaining unit.

1. **Medical Evaluation:** The Benefits Analyst will review all requests for temporary modified work. The Benefits Analyst may, after obtaining all necessary authorizations to release medical information, review the employee's medical records, confer with the employee's doctor and/or schedule an examination with a District-selected doctor to determine what type of work accommodations are required. All proposed accommodations or temporary modified positions/ assignments will be reviewed by a District-accepted physician, which may be the employee's physician, if said physician is selected by the District for this purpose, to determine if the job requirements/assignments are within the employee's physical and mental abilities. Any disputes will be handled in accordance with Section 9.3 of the Agreement.

2. **Accommodation Review:** The Benefits Analyst will discuss accommodation options with a Department representative to determine if accommodations can be made for the employee's disability on a limited term basis without adversely affecting operations or services.

Accommodations may include but are not limited to:

- a. reduced work schedules at a minimum of twenty (20) hours per week. Schedules which will result in mid-shift interruptions will not be available;
- b. reassignment of non-essential duties; and
- c. alternate temporary work assignments.

3. **Alternate Temporary Modified Positions/Assignments:**

- a. The [Benefits] **Senior Personnel Analyst of the Disability Office** will follow the sequence outlined below in determining whether alternate temporary modified work positions/assignments may be made:
 - 1) consider returning the employee to work in his/her current position in a modified capacity;
 - 2) when, in the District's judgment, this is not possible, consider an alternate temporary position/assignment in the employee's department (Alternate placement within the employee's department will not involve placement in a position represented by a different bargaining unit.);
 - 3) thereafter, consider an alternate position/ assignment outside the department (Placement outside the department will not involve placement in a position represented by a different bargaining unit.); and
 - 4) consider an alternate non-represented position/ assignment outside the bargaining unit. Employees placed in non-represented positions/ assignments retain the contractual protections provided for in the CBA of their respective Unions.

- b. If temporary modified work is not available within the employee's own department, the [Benefits] **Senior Personnel Analyst of the Disability Office** will ~~[confer with the Employment Office to]~~ determine if there are any unfilled temporary help requests which the employee may be able to fill.
- c. A list of temporary modified positions/assignments in which employees who are temporarily disabled may be placed will be developed. Departments who have temporary modified positions/assignments with which they need assistance may submit work requests to the Benefits Office.
- d. If there are no temporary help requests available which the employee is qualified to fill, the Benefits Office will determine if there are any assignments on the modified assignment list which the employee is medically qualified to perform.
- e. If a temporary modified position/assignment is available, for which the employee meets the minimum qualifications, the Benefits Analyst will confer with the appropriate department regarding placing the disabled employee in the temporary modified position/ assignment.
- f. If the Department Head or designee agrees with the recommendation, the employee and the Union will be so notified.
- g. If the hiring department for the potential position/ assignment believes the disabled employee is not qualified, for any reason, to perform the duties of the temporary modified position/assignment, the employee will remain off work. The ~~[Benefits Analyst]~~ **Senior Personnel Analyst of the Disability Programs Office** will, **after consultation with the District's Office of Civil Rights**, review the matter with ~~[Labor Relations, Affirmative Action, a Department representative, and a Union represent-ative~~ If the question of qualifications for the position cannot be resolved with the Department, the decision of] the Department Manager of ~~[Employee Relations]~~ **Human Resources whose decision** will be binding on the hiring department **except as provided in h below.**
- h. The hiring department may **,within three days following notice of the Department Manager of Human Resources' decision,** appeal the decision ~~[of the Department Manager of Employee Relations]~~ to the Deputy General Manager, whose decision will be final and binding.

4. **General Requirements:**

- a. If an assignment is identified which, in the judgment of the District, is within the employee's medical limitations and restrictions, the employee shall return to work. The District may change regular days off and work hours while an employee is in the temporary modified assignment program. However, employees shall have the option to decline any initial or subsequent temporary modified position/assignment which is a change from the employee's last regular bidded shift, RDO or location. If an employee declines a temporary modified position/assignment because it is a change from the employee's last regular bidded shift, RDO or location, the District and the employee shall meet to determine if an alternate position/assignment is available subject to the employee's rights set forth above.
- b. Employees in temporary modified positions/ assignments shall schedule medical appointments, when possible, during non-work hours. Should this not be possible, the examination shall be scheduled at either the beginning or end of the shift so as to minimize lost time from work. If the employee is working a reduced number of hours per week, all medical appointments must be scheduled during non-work hours.
- c. After sixty (60) days in a temporary modified work assignment, eligibility for continuation in the assignment will be reviewed by the Benefits Office and a department representative. If the employee is not expected to return to regular work within thirty (30) days, the employee may be removed from the temporary modified work assignment or reassigned to another temporary modified work assignment. The Union will receive notification and explanation of such a removal or reassignment.
- d. An employee may be transferred from one temporary modified work assignment to another if his/her functional limitations change or he/she completes an assignment subject to the employee's rights set forth in 4(a). The Union will receive notification and explanation of such a transfer.
- e. Pay will be at the employee's regular rate of pay. No assignments or combination of assignments will result in an employee earning less than he/she was eligible for while on disability. Any employee

placed in a temporary modified assignment/position shall be in a paid status.

- f. The District may require an independent medical evaluation by a District-selected physician to determine the current medical status of an employee on temporary modified work. Any disputes will be handled in accordance with Section 9.3 of the Agreement.
- g. Temporary modified work will only be provided where, in the judgment of the District, it is available and where it may be accommodated without adverse consequences to the department or disruption in services or operations.
- h. The District may terminate a temporary modified work assignment at any time, particularly if it begins to affect operations, services, or the productivity of other employees.
- i. Vacancies shall first be filled in accordance with the other applicable sections of this Agreement prior to the use of the Temporary Modified Assignment Program.
- j. Should a provision in this program be in conflict with applicable law (e.g., the Americans with Disabilities Act, the Rehabilitation Act of 1973, the California Fair Employment and Housing Act, etc.), applicable law will prevail.
- k. For the purposes of this Program, "department" shall be defined as designated in the BART organizational charts, (i.e., Rolling Stocks & Shops, Power & Way, etc.) and as may be changed with future reorganizations.
- l. For the purposes of this Program, assignment within any of the following enumerated groupings shall not be considered a change in location:
 - 1) Records Center, Interstate Bank Building, TransPacific Center, Lake Merritt Administration Building, Metro Center, Madison Square Building, 4th Street Training Building; [2] Cash Handling Building, Lake Merritt Administration Building; [3] Oakland Shop, Oakland Shop Annex;

[4)]2) Concord Shop, Concord Transportation Building, Concord Yard, and all locations between Concord Shop and Bay Point;

[5)]3) Daly City Shop, Daly City Transportation Building, Daly City Yard; all work locations on the SFX extension;

[6)]4) Hayward Shop, Hayward Transportation Building, Hayward Training Center, Hayward Test Track, Hayward Yard, all locations between Hayward Shop and Dublin;

[7)]5) Richmond Shop, Richmond Transportation Building, Richmond Yard.

9.6 — INTERVENTION PROGRAM

~~Within one hundred eighty (180) days of the signing of this Agreement, the parties agree to meet to discuss and explore an alternative intervention program for displaced injured workers.~~

10.1 OPERATIONAL IMPROVEMENTS COMMITTEE:

The parties shall each appoint no more than five (5) members each to an Operational Improvements Committee. The Committee shall address the following issues:

For SEIU

- 1. Drip Line**
- 2. Shift Differential during vacation**

For ATU

- 1. Part-time employee**
- 2. Shift differential during vacation**
- 3. Hearsay**
- 4. Grievance backlog and prospective backlog prevention**

The Committee shall operate for 120 days commencing on October 1, 2001. The state mediator shall convene the Committee. After 120 days, the Labor

Day Elected Officials Committee shall arbitrate any unresolved issues. The Labor Day Elected Officials Committee includes: Assemblywoman Dion Aroner, Mayor Jerry Brown, Mayor Willie Brown Jr., Assemblyman Joe Canciamilla, Council President Ignacio de la Fuente, Senator Don Perata and Senator Tom Torlakson.

11.2 HEALTH & SAFETY COMMITTEE

Four (4) ~~Three (3)~~ representatives selected by Management and ~~three (3)~~ **four (4)** employee representatives selected from the Union Safety and Health Committee shall constitute a Joint Union/Management Safety Committee.

Appointed representatives from Management and representatives from the Union shall meet on a monthly basis on a regularly scheduled day to be mutually agreed upon.

The purpose of these meetings is to recommend safety regulations, guidelines, training programs and necessary corrective action concerning conditions associated with the work environment.

A Union representative of the Joint Union/Management Safety Committee shall investigate and inspect on a periodic basis, without loss of wages, employee safety and health complaints which have not been corrected by the responsible supervisor. Such investigation and inspection shall be made in conjunction with the Safety Engineer appointed as Management's representative to the Joint Union/Management Safety Committee.

The findings of this investigative team shall be presented to the Joint Union/Management Safety Committee for appropriate action.

The District shall provide a secretary to record and prepare minutes of each monthly Joint Union/Management Safety Committee meeting.

Minute Clarification

Both parties agree that guests and advisors shall be permitted to participate in Committee functions upon advance notice. Said guests/advisors shall not be a voting part of the Committee.

16.1 NUMBER OF HOLIDAYS

The District shall observe ~~twelve (12)~~ **thirteen (13)** contractual holidays per year as follows:

New Year's Day (January 1)

Martin Luther King's Birthday (third Monday in January beginning 2003).

Washington's Birthday (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Veteran's Day (in conjunction with national observance)

Thanksgiving Day (fourth Thursday in November)

Christmas Day (December 25)

Employee's Birthday

Floating Holidays (Maintenance Subunit - 3) (Clerical Subunit - 2)

Friday after Thanksgiving (Clerical Subunit only)

Minute Clarification

When employees request to schedule a floating holiday on Martin Luther King's Birthday (national observance), Chinese New Year, or Cinco de Mayo, the District will grant each holiday in accordance with department/section scheduling on a first-come, first-serve basis

16.4 HOLIDAY OVERTIME

Employees working on a holiday and who are normally scheduled to work that day, will receive one and one-half (1-1/2) times their regular rate of pay in addition to straight time holiday pay, **or they may float the holiday in accordance with department/section scheduling.** Employees normally scheduled to work on recognized holidays shall be expected to work on such holidays unless released by Management.

B. All hours worked in excess of regularly scheduled work day on a holiday shall be compensated at two (2) times the employee's regular straight time rate of pay, in addition to straight time holiday pay with holiday pay not to exceed eight (8) hours.

C. When requested by Management, employees on their regular days off who volunteer to work on a holiday shall be compensated at two (2) times their regular straight time rate of pay, in addition to straight time holiday pay with holiday pay not to exceed eight (8) hours.

Overtime worked on a holiday outside the regular work schedule shall be on a voluntary basis and shall be rotated equally among those employees who normally perform said functions during the regular schedule

17.2 JOINT TRAINING COMMITTEE

The District agrees to the formation of a Joint Training Committee, ~~three (3)~~ **four (4)** members to be selected by the Union and ~~three (3)~~ **four (4)** members to be selected by Management. The Committee in conjunction with the Training Division will develop, review, and make recommendations regarding training programs before implementation. Training programs recommended by the Training Committee shall be considered and implemented to the extent possible within operational/fiscal constraints.

Union members of the Joint Training Committee, upon prior notice to their immediate supervisor, shall be granted reasonable time off with pay for attendance at Union/Management meetings, seminars, workshops, classes, etc., related to carrying out their function as members of the Joint Training Committee.

The Training Committee will be provided with up-to-date information concerning past, present and future training and further reasonable additional information requested by the Committee.

Minute Clarification

The District will supply the services of a secretary to record, file and maintain any and all records of this Committee. The secretary will forward copies of all information and documentation to the Union.

The District will allow advisors/guests to participate in Committee functions. Said advisors/guests will not be voting participants of the Committee.

18.2 AFFIRMATIVE ACTION COMMITTEE

The Union shall share equally with the District the responsibility for applying this Section by establishment of a joint Union- Management Committee, not to exceed ~~three (3)~~ **four (4)** committee members selected by the Union and a like number selected by Management, with each Subunit to monitor affirmative action policies.

19.2 STAFF ASSISTANTS, CLERICAL AND ENGINEERING AIDES

Staff Assistants, Clerical and Engineering Aides shall have the option of selecting one of the following alternate work schedules:

Standard eight (8) hour, five (5) day work week.

Flextime - The beginning and ending hours of the standard eight (8) hour, five (5) day work week may be selected to provide for an eight (8) hour work day with a forty-five (45) minute unpaid lunch. Band-time hours within which the selection may be made are 0615 and 1900. On July 1 and January 1 of each contract year, the Staff Assistants, Clerical and Engineering Aides whose work week falls within the Flextime option may, at Management's discretion, reschedule their beginning and ending work hours.

4-10 Work Week - A work day shall consist of ten (10) hours of work, with a scheduled starting time, a forty-five (45) minute unpaid lunch, and three (3) fifteen (15) minute paid break periods. The assigned work week shall consist of four (4) work days within a seven (7) consecutive day period, with a minimum of two (2) consecutive days off. Vacation and Sick Leave shall be accrued and used in accordance with Section 13.2. Holidays shall be accrued and paid in accordance with Section 13.2. Overtime shall be paid in accordance with Sections 13.2 and 14.1.

9/80 Work Schedule - The 9/80 work schedule shall consist of eight (8) nine-hour days and one (1) eight-hour day. A work day shall consist of nine (9) consecutive hours of work (except on alternate weeks when one (1) work day shall consist of eight (8) consecutive hours of work) set between the hours of 0615 and 1900. A work period within this plan shall consist of a total of eighty (80) hours worked. As a general rule, employees will be required to take every other Friday off as part of the three days off portion of the schedule. The Friday the employee works shall be the eight-hour day. (Depending on departmental scheduling, an alternate compressed eight-hour day off may be assigned.) Arbitrary switching of the compressed day off will not be permitted except as approved by the individual department on a case-by-case basis. **If a holiday falls on a 9/80 employee's normal 9 hour workday, the Holiday shall be paid at a 9 hour rate of pay. Holidays falling on an employee's RDO or 8 hour day shall be paid at an 8 hour rate of pay.**

The 9/80 plan modifies an employee's workweek as defined by the Fair Labor Standards Act (FLSA). This change to the work week is not made to avoid the payment of overtime. The eight-hour day and the day off are the same day of the week, generally alternating Fridays. However this does not preclude the parties, by mutual agreement, from using other than Fridays for implementation of the program. The work week is divided midway through the eight-hour day and the day off.

Employees participating in the 9/80 Work Schedule shall be subject to departmental guidelines regarding the implementation of said schedule.

The District and/or participatory Department(s) may unilaterally terminate or suspend the 9/80 Work Schedule or an employee's participation in said schedule at any time for reasons such as an emergency or operational necessity as determined by Management, the employee's failure to comply with this section and/or Departmental guidelines, etc.

Such selection among all of the above alternatives must be consistent with operations scheduling requirements of individual departments concerned and approved by the department manager.

Minute Clarification

The parties agree that the various work week alternatives contained in this Section are options available to Staff Assistants, Clerical and Engineering Aides which may be pursued with their respective department supervisors/manager. However, implementation of any of these optional work weeks are subject to the approval of the appropriate department manager.

20.1 UNION REPRESENTATIVES *

A reasonable number of Union representatives employed and recognized by the District (to be identified within thirty [30] days of the effective date of this Agreement) shall assist employees in resolving grievances at the lowest possible administrative level. These employees shall be afforded reasonable time away from their normal duties for the conduct of Union business. Authorized Union business shall consist only of investigation and processing of grievances and meetings with Management, and may be conducted without loss of pay or benefits. Meetings with Management shall include instances where there is a Management representative in attendance, and/or authorized by Management, e.g., grievance resolution meetings, discipline hearings, arbitration, contract recognized committee meetings, contract negotiations, and training/orientation sessions. In order for Union representatives to be paid while conducting Union business, it must be authorized and conducted on District premises. Union representatives shall not be paid for Union business conducted away from District property except for the following:

Chapter **President** Chairperson;

Two (2) Vice **Presidents** Chairperson;

Contract negotiations;

A chief stewards meeting, four (4) hours per month per chief steward with five (5) days prior notice to the District;

Eight (8) hours preparation time for one (1) chief steward per scheduled arbitration;

Eight (8) hours preparation time per scheduled Adjustment Board for one (1) chief steward.

BART Professional Chapter:

- 1) Chapter President;
- 2) Chapter Vice President;
- 3) Contract negotiations.

Union representatives shall advise their immediate supervisor or his/her designee of their intent to engage in Union business as far in advance as possible. Such request for release time shall include the location, area of the activity, the estimated time needed and the specific nature of the Union business involved. In instances where operational needs prevent the supervisor from granting the specific request, the representative and the supervisor shall immediately pick an alternate, mutually agreed upon time for the future conduct of the requested Union business. Supervisors shall make a reasonable effort to grant authorized Union business as requested or as soon as operationally possible, when the original request cannot be granted. If the supervisor fails to immediately cooperate in the effort to pick an alternate, mutually agreed upon time, the representative shall be allowed release time as originally requested. Misuse of Union business by a Union representative shall subject the Union representative to disciplinary action and/or loss of pay consistent with the terms and conditions set forth in this Agreement. If the Union determines there to be an abuse by the District with respect to the loss of pay and/or the imposition of discipline in this context, the Union shall resort solely to the grievance procedure and seek such remedy as it believes to be appropriate. Self-help in this area will not be countenanced.

In the event of meetings or hearings concerning non- spontaneous matters not requiring immediate resolution, there will be twenty-four (24) hours notice to the immediate supervisor of those employees who are to attend such meetings or hearings. Those employees attending such meetings or hearings must be directly concerned with the subject of the meetings or hearings. In the event the number of employees required in attendance raise operational concerns, a schedule of staggered appearances shall be worked out between the parties.

Upon formal designation, Union representatives employed by the District will not be transferred from the assignment shift or location they hold at the time of their election or appointment unless mutually agreed. They will be given the privilege of utilizing using the District's inter-office mail, email and existing a telephone facilities as may reasonably be necessary in the conducting of Union business. **E-mail use is permissible by stewards for corresponding with District management or individual employees on pending union business if the steward has an assigned PC with e-mail access with no global e-mail use. The District may revoke assignment of any PC at any time. The District will explore the possibility of providing an electronic bulletin board on the District's intranet for posting of notices and information by the Union.**

Each member of the duly elected or appointed Union Negotiation Committee attending Union-Management meetings will be compensated by BART for actual time lost as a result of such meetings in increments of four (4) hours. Any other duly elected or appointed committee member performing approved Union- Management related business will be compensated by BART for time lost required to accomplish the approved committee work.

BART employees selected by the Union as full-time officials shall have recall rights to their former positions at BART with seniority accruing during such leave. An employee on leave of absence under this Section shall have the option to pay into and continue in Health and Welfare programs. This provision shall be retroactive to January 1, 1971. PERS contributions would be continued to the extent provided by law.

*** Minute Clarification**

The parties agree that the number of Union Stewards for the 1997-2001 2005 Agreement is as follows:

BART Chapter:

1. Three (3) ~~Two (2)~~ full-time representatives (Chapter President Chairperson and Two (2) Vice Presidents Chairperson).
2. Twenty-one (21) Chief Stewards
3. Fifty-four (54) Area/Shift Stewards.

BART Professional Chapter:

1. One (1) full-time representative Chapter President
2. One (1) Chapter Vice President
3. Three (3) Area Stewards

*** Minute Clarification**

The parties agree that this proposal resolves all outstanding Union business disputes, including grievances.

- Minute Clarification

The full release time for the BART Professional Chapter President is for the duration of this agreement

~~It is understood between the parties that the Officers of the Professional Chapter will conduct Union Business in conjunction with the regular release time language as specified in this section and will not be full time, paid release Officers.~~ **The parties understand that officers of the Professional Chapter will conduct union business in accordance with regular union business leave language provided above, and will not have full-time paid release, except to the extent provided above for the Professional Chapter President.**

20.2 SUPER-SENIORITY

Union Officers and Chief Stewards shall be afforded super-seniority as follows:

- A. Monday through Friday Day shift;
 - B. Seniority on layoff in classification;
 - C. In case of conflict, District date-of-hire will prevail;
 - D. When no Saturday or Sunday regular days off or day shifts exist, the District shall be under no obligation to retain or create a position for an employee because of preferred seniority status for whom there is no work or who cannot perform available work in a qualified manner. In the event no Saturday/Sunday regular days off or day shifts exist, employees afforded super-seniority shall have bumping rights to the preferred shift.
 - E. **Chief Stewards elected from the off shifts, shall retain their shift differential for time worked.**
-

21.2 PROCEDURE

The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level, notwithstanding the right and desirability of the employee or the Union to bypass any initial steps if the case involves decision-making at a higher administrative level.

- A. Step 1:
The employee and/or his/her representative may present the grievance personally, in writing or orally, to the immediate superior within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the employee or Union could have been aware of the occurrence;
- B. Step 2:
If the grievance is not resolved within five (5) working days of the presentation under Step 1, the grievance may be submitted in writing to the department head or his/her designee. Such submittal to the department head shall be within five (5) working days of the action by the immediate superior. The department head shall respond within five (5) working days;
- C. Step 3: Labor Relations & Union Meetings (Step 3) If the grievance cannot be resolved under Step 2, the Union may, within five (5) working days of the action by the department head, arrange for the convening of a meeting between representatives of Labor Relations and the Union to attempt to resolve the grievance on a mutually acceptable basis
- D. Arbitration. (Step 4): Should the matter remain unresolved in Step 3 above, either party may, within ten (10) working days of the determination, request arbitration of the dispute. **Within ten (10) days after the request for arbitration, the parties shall strike for an arbitrator. Either party may thereafter contact the arbitrator to initiate the scheduling of a hearing date. The parties agree to exert all reasonable efforts to avoid undue delay in the scheduling process.** In any arbitration forum, the decision of the Arbitrator shall be final and binding on all parties. Expenses of the arbitration and/or court reporter shall be borne equally by both parties unless, by prior agreement, the parties agree the losing party shall bear all such expenses.

1. **Informal Arbitration:** If the issues has not been submitted to formal arbitration, the grievance will be submitted to a permanent arbitrator who shall promptly convene a hearing under the informal arbitration procedure with the understanding that there may be multiple cases in a day.

Each party will present its case orally without benefit of legal counsel, or written briefs. Witnesses may be called by the parties, as required. The permanent arbitrator shall submit the decision and the basis for his or her decision in writing to the parties within ten (10) working days of the receipt of the hearing transcript.

A permanent arbitrator shall be selected by mutual agreement or from the Arbitration Strike Sheet utilized by the parties. The parties shall alternately strike names from the list until one (1) remains who shall then be the arbitrator. The term of the permanent arbitrator will be one (1) year from date of his or her appointment and shall continue to serve from year to year thereafter unless either party serves written notice upon the other no less than thirty (30) working days prior to the expiration of each annual term of its desire to select a new arbitrator.

In the event the permanent arbitrator is not available within thirty (30) working days from the date the moving party requests an informal arbitration, a relief arbitrator will be selected in a similar fashion as that for the permanent arbitrator identified above. The relief arbitrator will be selected on a case-by-case basis and will not have any ongoing term.

The permanent arbitrator shall have the authority to resolve any dispute or issue that is properly before him or her under this Agreement except matters that have been referred to Formal Arbitration.

Five (5) working days prior to the hearing, the respective advocates shall meet for the purpose of establishing a submission sheet. The submission sheet shall contain the following information:

1. The issue.
2. The remedy.
3. The agreed upon facts.
4. A tentative witness list.

If the parties cannot agree upon the issue and/or the remedy, then the arbitrator shall have the power to frame the issue and decide the remedy, in accordance with Section 21.2 D (4).

2. **Formal Arbitration:** Either party may refer an issue unresolved at Step 3 directly to formal arbitration. In a formal arbitration, each party shall be represented by the advocate of their choosing. Written briefs shall be filed at the discretion of the arbitrator.
3. **Immediate Arbitration:** Either party may waive the time limits specified herein and proceed to immediate arbitration, either formal or informal, in any case where either party alleges the other is threatening to take an action in violation of this Agreement in so short a period of time as to disallow the other party from proceeding within said time limits. In any such case, the Arbitrator shall have full equitable powers to frame a decision, including an order to the party initiating the grievance to abide by the time limit

provided in this Article, or a restraining order against the party threatening the action, or any other form of arbitration order that would resolve the matter in an equitable and just manner. In case of immediate arbitration, no briefs shall be filed by either party.

Immediate arbitration for this purpose shall be defined to mean the earliest arbitration date available after at least five (5) working after the five (5) working day period, no other substitution is permitted, except by mutual agreement days from the date of request to schedule/substitute is received by the respondent. Either party may substitute the subject grievance in lieu of the first arbitration, after the five (5) working day period, which is scheduled between the parties for another matter. Should the parties not decide to make such a substitution with the first available arbitration

4. Powers of the Arbitrator: In any arbitration held pursuant to the Agreement (i.e., immediate, informal or formal), the person acting as arbitrator shall act in a judicial, not legislative manner. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement but, rather, shall interpret and apply its terms. The arbitrator shall consider and decide only the issue or issues agreed upon by the parties, including the issue of arbitrability. If the parties are unable to decide upon the issue or issues to be submitted to the arbitrator, the arbitrator shall decide what the issue or issues are, based upon the grievance that was filed. If the arbitrator sustains the grievance, he or she shall fashion an appropriate remedy that does not conflict with provisions contained in this Agreement.

Minute Clarification

Except by mutual agreement Union Stewards and District Managers shall be excluded from the meeting between representatives of Labor Relations and the Union at Step 3 of the Grievance Procedure.

Minute Clarification

The parties agree to meet, develop, and implement program designed to review, resolve or terminate all outstanding grievances as of the signing date of the agreement, including the option to use the state mediators, with a target date of June 30, 2003.

The parties agree to replace Gerald McKay with Bonnie Bogue and replace Norman Brand with Phillip Tamoush on the arbitration panel.

22.5 JOB ABANDONMENT

A. Except as provided in subsection B below, an employee who is absent from work without authorization for seven (7) or more work days shall be tentatively deemed to have abandoned his or her District employment. In that event, the District may implement the following procedure:

1. The District will send a dated notice by certified mail (return receipt requested) to the employee's last home address on record with the District. Such notice shall indicate the District's intent to terminate the employee and the date, time, and location of the employee's pre-termination hearing. The District shall send a copy of the notice to the union at the same time.
2. The hearing shall commence at the appointed time as per 1 above, but no sooner than seven (7) days after the notice is first delivered to the employee's address. If the employee does not appear at the hearing, the District may implement the termination.
3. An employee who returns after the seven (7) day absence, but before the hearing in A.2, shall be allowed to return to work until the hearing process is completed.
4. If the employee appears at the hearing, the Hearing Officer shall make his or her decision after hearing the employee's evidence.
5. If the District terminates the employee, the employee may within ten (10) working days grieve the termination directly to step 3 of the Grievance Procedure. However, the only issues before the arbitrator shall be whether the procedure set forth in this subsection A has been properly followed and whether the employee was absent without leave for reasons not reasonably within the employee's control. The District shall have the burden of proof on the former issue. The employee shall have the burden of proof on the latter issue.

B. If an employee who is absent from work without authorization provides his or her supervisor with sufficient evidence to establish that the employee's unauthorized leave was due to reasons not reasonably within the employee's control, subsection A5 shall apply unless the supervisor reverses or withdraws the termination process.

24.3 SYSTEM-WIDE BIDDING

All employees are eligible to bid on open positions posted system-wide in accordance with this section based on qualifications and District date-of-hire seniority. Bidding will not be permitted for employees while serving an initial probationary period, i.e. new hire (excluding bidding via ABF for shifts/RDO's location).

However, if the open position is within the Maintenance Subunit, employees in that subunit shall be afforded the first opportunity to be selected for the job opening based on qualifications and District date-of-hire seniority. If unable to fill the open position within the Maintenance Subunit, priority of selection to said job opening(s) shall be given to employee(s) within the Clerical Subunit, then to all other District employees based on qualifications and District date-of-hire seniority.

If the open position is within the Clerical Subunit, employees in that subunit shall be afforded the first opportunity to be selected for the job opening based on qualifications and District date-of-hire seniority. If unable to fill the open position within the Clerical Subunit, priority of selection to said job opening(s) shall be given to employee(s) within the Maintenance Subunit, then to all other District employees based on qualifications and District date-of-hire seniority.

Employees within the Maintenance Subunit shall be ineligible to bid when a job opening in their classification is offered system-wide. (Ref: Section 24.2).

The following bidding procedure shall apply:

- A. Job openings shall be posted on or before Monday of each week and shall remain posted until Friday afternoon.

Employees shall bid on open positions by placing their bid forms in the appropriate bid box. Bids shall be collected by the steward and/or supervisor at 2:00 p.m. Friday and logged with the clerk at each location. The steward shall retain one (1) copy to keep on file. The bids shall then be forwarded immediately to the clerk at the Employment Office. The clerk shall log each bid upon receipt. **In the alternative to using the bid box, the employee or steward may hand carry any bids to the employment office. Any bid delivered in this manner must be received at the employment office no later than 2:00 p.m. on the day of the closing of the bid and be signed by a Union steward.**

- B. Job openings shall contain functional classification, pay grade, hours, RDOs, location and supervisor.

Each central location shall be provided a clear covered bulletin board and a bid box both to be locked, and the steward shall be provided keys. Central locations are Lake Merritt Platform level, Concourse, 2nd floor, Civic Center Station, Union Bank Building, Cash Handling Building, Plant Support Building, Concord Shops, Richmond Shops, Hayward Shops, **Daly City Shops** and Oakland Shops. Any additions or deletions shall be mutually

- C. agreed upon by the District and the Union.

- D. The District shall provide copies of the job opening to the steward for each location and to the Union Chairperson. The steward shall be responsible to post the job openings.

Minute Clarification

The steward will endeavor to print their name under the signature line for recognition purposes only.

24.4 SYSTEM-WIDE POSITION AWARD *

- A. Only bids deposited in the bid box or by the employee or steward hand carrying bids to the employment office shall be accepted. Any bid delivered by the employee or steward must be received at the employment office no later than 2:00 p.m. on the day of the closing of the bid and be signed by a Union steward. Manifold bid forms consisting of four (4) parts shall be provided at each bid box.
- B. All job openings shall be posted within two (2) weeks of the job opening. Awards shall be made within two (2) weeks of the closing of the posting. The successful bidder shall commence new assignment within two (2) weeks of the award. Should the District fail to make the new assignment within the specified two (2) week period, the affected employee will be compensated at the applicable rate for the awarded position for all hours worked thereafter until the move, pursuant to bid, has been completed.
- C. The Chief Steward in the area of vacancy shall be furnished a copy of each award, along with a list of unsuccessful bidders listed in seniority order.
- D. The Union President Chairperson shall be provided a quarterly seniority roster by classification and date-of-hire seniority.
- E. The District shall return one (1) copy of the employee's bid sheet to the employee. This copy shall state whether the employee has been accepted or rejected for the job opening. If the employee has been rejected, the returned bid shall state the reasons for said rejection and shall be subject to the grievance procedure.

Minute Clarification

The steward will endeavor to print their name under the signature line for recognition purposes only.

28.2 FUNCTIONAL CLASSIFICATION 1 *

A. PICK UNITS:

Classifications as established in the organizational structure of the Clerical and Maintenance Subunits shall continue as set forth in this Agreement. No deletions and/or modifications of Functional Classifications shall be effective without mutual agreement by the two parties.

MAINTENANCE SUBUNIT

PICK UNIT

DEPARTMENT

Electronics-Train Control	Maintenance & Engineering
Shops	Rolling Stock & Shops
Communications	Maintenance & Engineering
Power/Mechanical	Maintenance & Engineering
Shops-Vehicle	Rolling Stock & Shops
Oakland Shops/Support	Maintenance & Engineering
Stores	Materials Management & Procurement

Track & Structures
 Plant Support
 Inspectors
 System Service
 Training
 Computers
 Cash Handlers

Maintenance & Engineering
 Maintenance & Engineering
 Rolling Stock & Shops
 Transportation & System Service
 Operations Training & Development
 Maintenance & Engineering
 Controller/Treasurer

CLERICAL SUBUNIT

PICK UNIT

DEPARTMENT

Staff Assistant	(All)
Engineering Aide	(All)
Secretarial	(All)
Clerical	(All)

B. FUNCTIONAL CLASSIFICATIONS:

Classifications and corresponding Pay Grades and Pick Units are listed below:

Functional Classification

Grade – Pay Pick Unit

Account Clerk	C II	Clerical
Accountant	(8)	Staff Assistant
<u>Account Accounting Analyst</u>	<u>(11)</u>	<u>Staff Assistant</u>
Accounting Technician	OT	Clerical
Administrative Analyst	(8)	Staff Assistant
Administrative Secretary	S III	Secretarial
<u>Administrative Support Officer</u>	<u>(13)</u>	<u>Staff Assistant</u>
Applications Programmer Analyst +	(8)	Staff Assistant
Assistant Buyer	(6)	Staff Assistant
Assistant Contract Administrator	(6)	Staff Assistant
<u>Assistant Safety Specialist</u>	<u>(6)</u>	<u>Staff Assistant</u>
Auditor	(11)	Staff Assistant
Automatic Fare Collection	MW III	Automatic Fare
Electronic Technician		Collection
Automatic Fare Collection Foreworker	FP*	Automatic Fare
		Collection
Automotive & Equipment Foreworker	FP*	Oakland Shops/ Support Facilities
Automotive & Equipment Mechanic	MW III	Oakland Shops/ Support Facilities
Budget Analyst	(8)	Staff Assistant
Budget Monitor	(6)	Staff Assistant
Buildings Foreworker	FP*	Plant Support
Buildings Worker	MW III	Plant Support
Buyer	(8)	Staff Assistant
Buyer Technician	OT	Clerical
CAD Drafter	<u>(8)</u> EA III	<u>Staff Assistant</u>
		<u>Engineering Aide</u>
Cash Handler	CH III	Cash Handlers

Cash Handling Equipment Mechanic	MW III	Cash Handlers
Cash Handling Foreworker	FP*	Cash Handlers
Clerk	C II	Clerical
Communications Electronic Technician	MW III	Communications
Communications Foreworker	FP*	Communications
Component Repair Foreworker	FP* 1	Shops - Vehicle
Computer Documentation Assistant	C IV	Clerical
Computer Electronic Technician	CS III	Computers
Computer Operator	C IV	Clerical
Computer Support Coordinator	(14)	Staff Assistant
Contract Administrator	(8)	Staff Assistant
Customer Services Administrator	(13)	Staff Assistant
Customer Services Clerk	C III	Clerical
Customer Services Representative	(11)	Staff Assistant
Data Center Supervisor	CF I	Clerical
Data Controller	C IV	Clerical
Data Entry Operator	C III	Clerical
Documentation Configuration Controller	(8)	Staff Assistant
Drafting Supervisor	(11)	Staff Assistant
Dump Truck/Equipment Operator	MW III	Plant Support
Electrical Foreworker	FP*	Power/Mechanical
Electrician	MW III	Power/Mechanical
Electronic Repair Shop Foreworker	FP*	Shops
Electronic Repair Shop Technician	MW III	Shops
Electronic/Electro-Mechanical Assembler	MW I*	Shops
Elevator/Escalator Foreworker	FP*	Power/Mechanical
Elevator/Escalator Worker	MWIII	Power/Mechanical
Employee Development Specialist	EDS	Training
Employee Development Specialist	EDS	Shops Vehicle 1
Expediter Clerk	C IV	Clerical
Expediter	(6)	Staff Assistant
Fire Protection Worker	MW III	Power/Mechanical
Fire Service Worker	MW III	Track & Structures
Graphic Artist	(8)	Staff Assistant
Graphics Coordinator	(11)	Staff Assistant
Grounds Foreworker	FP*	Plant Support
Grounds Worker	MW II	Plant Support
Insurance Analyst	(11)	Staff Assistant
Intermediate Account Clerk	C III	Clerical
Intermediate Clerk	C III	Clerical
Inventory Control Analyst	(8)	Staff Assistant
Inventory Control Clerk	C III	Clerical
Inventory Control Technician	OT	Clerical
Inventory Control Monitor	(6)	Staff Assistant
Irrigation/Grounds Worker	MW III	Plant Support
Junior Accountant	(5)	Staff Assistant
Junior Applications Programmer Analyst	(3)	Staff Assistant
Junior Computer Operator	C III	Clerical
Legal Administrative Assistant	(5)	Staff Assistant
Legal Administrative Analyst	(6)	Staff Assistant
Librarian	(8)	Staff Assistant

Locksmith	MW III	Plant Support
Mail and Supply Clerk	C III	Clerical
Maintenance Planner	(8)	Staff Assistant
Material Control Analyst	(8)	Staff Assistant
Material Control Systems Analyst	(8)	Staff Assistant
Material Coordinator	MW III	Oakland Shops/ Support Facilities
Material Expediter	(8)	Staff Assistant
Office Services Supervisor	CF I	Clerical
Painter	MW III	Plant Support
Power & Mechanical Foreworker	FP*	Power/Mechanical
Power & Mechanical Worker	MW III	Power/Mechanical
Project Control Administrator	(8)	Staff Assistant
Public Information Representative	(11)	Staff Assistant
Quality Assurance Analyst	(8)	Staff Assistant
Real Estate Officer	(11)	Staff Assistant
<u>Real Estate Technician</u>	<u>OT</u>	<u>Clerical</u>
Real Time Programmer Analyst	(11)	Staff Assistant
Records and Forms Clerk	C III	Clerical
Reproduction & Records Technician	EA I	Engineering Aide
Reprographics Equipment Operator	C IV	Clerical
Rolling Stock Foreworker	FP*	Shops-Vehicle
Senior Applications Programmer Analyst +	(13)	Staff Assistant
<u>Senior Account Clerk</u>	<u>C IV</u>	<u>Clerical</u>
Senior Budget Clerk	C IV	Clerical
Senior Cash Handler	CH IV	Cash Handler
Senior Clerk	C IV	Clerical
Senior Graphic Artist	(10)	Staff Assistant
Senior Legal Secretary	S III	Secretarial
<u>Senior Maintenance Planner</u>	(11)	<u>Staff Assistant</u>
Senior Office Services Supervisor	<u>CF-II (9)</u>	<u>Staff Assistant</u>
Senior Secretary	S II	Secretarial
Senior Storekeeper	SSK	Stores
<u>Senior Telecommunications Technician</u>	(14)	<u>Staff Assistant</u>
<u>Senior Transit Information Clerk</u>	<u>C IV</u>	<u>Clerical</u>
Shop Machinist	MW III	Oakland Shops/ Support Facilities
Shop Scheduler	MW III	Shops-Vehicle 1
Shop Welder	MW III	Oakland Shops/ Support Facilities
Storekeeper	SK II <u>MW II</u>	Stores
Structures Equipment Operator	MW III	Track & Structures
Structures Foreworker	FP*	Track & Structures
<u>Structures Inspector</u>	<u>MW III</u>	<u>Track & Structures</u>
<u>Structures Inspector Foreworker</u>	<u>FP*</u>	<u>Track & Structures</u>
Structures Welder	MW III	Track & Structures
Structures Worker	MW II	Track & Structures
Survey Aide	EA I*	Track & Structures
Survey Technician	EA II*	Track & Structures
System Performance Analyst	EA III	Engineering Aide
System Service Foreworker	FP*	System Service

System Service Worker	UW*	System Service
System Service Worker	MW I*	System Service
Technical Editor	(3)	Staff Assistant
<u>Technical Programmer Analyst</u>	<u>(11)</u>	<u>Staff Assistant</u>
<u>Technical Publications Administrator</u>	<u>(10)</u>	<u>Staff Assistant</u>
Technical Publications Analyst	(8)	Staff Assistant
Telecommunications Specialist	(6)	Staff Assistant
<u>Telecommunications Technician</u>	<u>(9)</u>	<u>Staff Assistant</u>
Tool Room Attendant	MW I*	Power/Mechanical
Tool Room Attendant	MW I*	Oakland Shops/ Support Facilities
Track Equipment Operator	MW III	Track & Structures
Track Foreworker	FP*	Track & Structures
Track Welder	MW III	Track & Structures
Track Worker	MW II	Track & Structures
Train Control Electronic Technician	MW III	Electronics Train Control
Train Control Foreworker	FP*	Electronics Train Control
Transit Information Clerk	C III	Clerical
Transit Information Supervisor	<u>(9)</u> CF-II	<u>Staff Assistant</u> Clerical
Transit Vehicle Electronic Technician	MW III	Shops - Vehicle
Transit Vehicle Mechanic	MW III	Shops - Vehicle
Trouble Desk Data Specialist	OT	Clerical
Utility Foreworker	FP*	Shops - Vehicle
Utility Worker **	MW I*	Shops - Vehicle
Utility Worker**	UW*	Shops - Vehicle
Utility Worker**	UW*	Oakland Shops/ Support Facilities
Vehicle Inspector***	INSP*	Inspectors
Wayside Inspector***	INSP*	Inspectors
<u>Warranty Administrator</u>	<u>(11)</u>	<u>Staff Assistant</u>

- * Classification not included in Maintenance Worker Progressive Step System
- ** In same Pick Unit (Shops - Vehicle)
- *** Inspectors report to Rolling Stock Foreworkers for personnel administrative purposes.
- + Positions constitute a "deep classification".

1* Minute Clarification

The parties agreed to the following:

Shop Scheduler:

The Shop Schedulers shall be moved into the MW III Step Progression System with the following provisos:

- 1) Shop Schedulers will not be permitted to fill Foreworker or Inspector vacancies on a temporary basis.
- 2) Temporary Shop Scheduler vacancies will be filled/not filled at management's discretion utilizing, but not limited to, any of the following options:
 - A) Lateral transfer of Shop Schedulers

- B) Shop Scheduler overtime
- C) Upgrade of senior qualified ET or TVM.

Foreworkers within Stores Division:

In accordance with the Classification Plan, the Foreworker positions within the Stores Division will be reclassified as Foreworker III positions and no longer be part of the SEIU Local 790 bargaining unit. The duties and responsibilities of the positions will continue as before the reclassification. No other change is associated with this move.

EDS/Shop Trainers:

Pursuant to SEIU/MOU-031-7, the EDS/Shop Trainers are placed in the Shops-Vehicle pick-unit.

Multiple Discipline Work Projects:

Management may establish work groups from more than one pick unit to perform projects that require workers from more than one job function. This work group would be formed for a specific project, for a specific duration and under the direction of a single Foreworker from one of the pick units involved.

The Foreworker assigned to supervise a multiple work group will be paid five percent (5%) above their current rate of pay from the period of time assigned to a specific project.

~~2* Minute Clarification~~

~~The parties agree to the following:~~

~~The AFC/Communications Pick Unit split will be effective on December 31, 1998 with one final rebid 30 days prior to December 31, 1998. One additional Chief Steward will be added on the effective date of the split.~~

28.3 CLASSIFICATION PLAN

The District and Union may from time to time, agree to conduct joint studies of job design, classification and compensation in, connection with actual or anticipated organizational change or changes in the District's operating environment. Changes in the terms and conditions of employment resulting from the discussion of such studies may be implemented upon signature of the Labor Relations Manager and affected Chapter President.

The Union and District shall each appoint up to five (5) persons to serve on a Study Oversight Committee. District representatives shall include a member of the District's Personnel Unit a representative of the Labor Relations Unit, and representatives of the affected operating units.

The first joint study conducted pursuant to the above paragraph shall be initiated within thirty (30) days after the signing date of this agreement as provided below. The following terms shall guide such study

The Members of the Committee shall initially meet to discuss the steps needed to perform the study. This shall include, but is not limited to:

The scope of the existing jobs and functions that will be encompassed by the study.

The design of jobs affected by the organizational or environmental change

The locations, times, and frequency with which the affected functions are or would be performed.

The drafting of related job descriptions.

The performance of a market comparability study if needed to estimated the appropriated compensations level of jobs included in the study.

The use of expert consultants and in-house staff to assist in performing the study.

The initial study shall include the following classifications:

AFC Technician

Communications Electronic Technician

Computer Electronic Technician

Electrician

Elevator/Escalator

Train control Electronic Technician

Transit Vehicle Mechanic

Transit Vehicle Electronic Technician

Structures Inspector

Track Equipment Operator

The Classification Plan (Plan) purpose is to more appropriately describe, classify, allocate, and reallocate District work for more operational effectiveness and efficiency. In order to fully implement the Plan the following procedures shall be followed, which affect employee pay, unit representation, filling of position vacancies, and progression and promotion:

- A. "Red Circling" for Reallocated Employees: In instances where an employee's work in the then existing classification (old classification) is reallocated by downgrade in accordance with the Plan's new classification structure, then that employee's pay will be "red circled". "Red circled" means that the employee shall continue to be paid at his/her present rate of pay, but will receive future pay increases and benefit applicable to the old classification until such time as he/she vacates the position. When the "red circled" employee vacates his/her position in the old classification for any reason, the vacant position shall be filled within the new classification structure and pay range.
- B. Non-represented Position Transfer to Bargaining Unit Under the Plan (Grandfather Clause): Under the Plan some previously existing non-represented employee positions have been identified for reallocation to bargaining unit positions as the result of the Plan implementation. In that event, the incumbent non-represented employee shall have the option of remaining non-represented or be transferred and represented by the bargaining unit. The District is responsible for establishing the appropriate procedure for the then non-represented employee to exercise this option/election. Should the incumbent non-represented employee elect not to be included in the bargaining unit, then the incumbent employee shall remain exempt from Union representation as long as he/she remains in the position which was identified for reallocation to the bargaining unit. However, when that incumbent vacates the position it shall be included in the bargaining unit and the new employee will be represented by the Union.

- C. Pool Posting for District-wide Generic Classification *: The District continues its proposal for modifying and expanding use of its pool posting procedure.
- D. "Deep Classification" Progression and Promotion Procedures*+: This procedure applies to those classifications specifically enumerated in minute clarification. Upon the Department Head's written certification that the employee has met both the minimum qualifications of the higher level classification and any "predetermined criteria" established for movement between the various classification levels, the employees in these classifications may progress and be promoted within the classification series from level-to-level.

* Minute Clarification

+The "Deep Classification" concept refers to the following specific classifications: Junior Applications Programmer Analyst; Applications Programmer Analyst; and Senior Applications Programmer Analyst. Employees within any of these classifications are permitted to perform the "full range" of duties and responsibilities identified for any level of these classifications.

28.4 BASE WAGE SCHEDULE

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

- A. Employees will suffer no loss of pay as a result of the pay progression.
- B. Entry and training rates are eliminated
- C. The pay progression of 76.5%, 79.5%, 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.
- 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.~~
- E. **Four additional pay steps (MW 4, 5, 6 & 7) for use only by subsequent mutual agreement in conjunction and if consistent with the results of the initial study conducted under 28.3.**
- ~~F. Employees hired on or after January 1, 1995 and before July 1, 1997 will have their current rate of pay slotted into the corresponding step in the new pay progression. This is applicable to employees who were previously on pay step or in positions whose rates of pay were flat-rated. If the current rate of pay is higher than the new corresponding pay progression step, the current rate of pay will be "red-circled". The.~~

G.F. Employees hired on or after January 1, 1995 and before July 1, 1997 will not have their moves to higher pay rates subject to postponement for discipline. Employees on pay progression whose step has been withheld for discipline will be made whole.

H.G. 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.

~~28.5 LUMP SUM PAYMENT~~

~~On or prior to October 19, 1997, all employees represented by SEIU, Local 790 who were on the District payroll on September 19, 1997 will receive a one-time lump sum payment of \$3,000, subject to applicable reporting and withholding. Such payment has no merit or performance component and does not relate to any performance goals or objectives. Such payment is not a salary increase or adjustment under Section 28.4 and Section 28.5 of the SEIU Labor Agreement, it is not compensation for PERS purposes, it will not be added into the employee's base rate of pay, and will not be included in the computation of any benefit, including, but not necessarily limited to, pension contributions, straight time or overtime pay, and shift differentials.~~

~~Section 28.5 Lump Sum Payment will terminate upon expiration of the 1997 - 2001 Labor Agreement.~~

~~28.7 JOINT LABOR MANAGEMENT COMMITTEES~~

~~It is understood that in 1996, SEIU Local 790 members exercised their rights under the JLMC Charter not to continue their participation in the JLMC process.~~

ARTICLE 1 - MUTUAL AGREEMENTS

Section 1.2 Mutual Rights & Responsibilities Existing Language



SEIU 790 & ATU1555



**General Proposals
Sign off Index**

Negotiations 2001 **Date 09\05\01**

Section 1.2	Term of Agreement	1. 2001=6% 2. 2002=5% 3. 2003=5% 3. 2000=6% (see attached)
Section 1.3	Agreements Furnished	Existing Language
Section 1.4	Successor Rights	Existing Language
Section 1.5	Beneficial Practices	Existing Language
Section 1.6	No Strikes and No Lockouts	Existing Language
Section 1.7	Wage Guidelines	Existing Language

Section 1.9	Joint Union/Management Committee	Deleted (See attached)
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ARTICLE 2 - UNION SECURITY

Section 1.8	Contracting Work	Existing Language
Section 2.1	Union Recognition	Existing Language
Section 2.2	Union Membership	Existing Language
Section 2.3	Union Access to Work Locations	Existing Language
Section 2.4	Dues Deduction	Existing Language
Section 2.5	Bulletin Boards	Existing Language
Section 2.6	Vending Machines	Existing Language

ARTICLE 3 - EMPLOYEE AFFAIRS

Section 3.1	Investigation of Employees	Existing Language
Section 3.2	Access to Personnel Files	Existing Language
Section 3.3	Personal Appearance	Existing Language
Section 3.4	Credit Union	Existing Language
Section 3.5	Educational Assistance Program	Add: Expanded menu of provider choices, (see attached)
Section 3.6	Lost Articles	Existing Language

ARTICLE 4 - VACATION & LEAVES

Section 4.1	Vacation	Changed: Buy back 40 hours Vacation if 4 weeks accrued (see attached)
Section 4.2	Bereavement	Increase leave to 5 days for all immediate family in the 2nd year: (see attached)
Section 4.3	Military Leave	Existing Language
Section 4.4	Maternity Leave	Existing Language
Section 4.5	Leave of Absence	Existing Language
Section 4.6	Jury Duty	Changed: Use a days Vacation for full week for Saturday Sunday RDO's (See attached)
Section 4.7	Witness Duty	Existing Language

ARTICLE 5 - NSURANCE BENEFITS

Section 5.1	Group Insurance & District Self-Funded Plans - General	Add domestic Partner (see attached)
Section 5.2	PERS-Medical & Prescription Drug Benefits	Language clean up & up date. (See attached)
Section 5.3	Dental Plan	Language clean up & up date. (See attached)
Section 5.4	Vision Care Plan	Add domestic Partner (see attached)
Section 5.5	Group Life Insurance Plan	Existing Language
Section 5.6	Voluntary/Additional Life Insurance	Existing Language
Section 5.7	Assault Insurance	Existing Language
Section 5.8	Survivor Benefits	Existing Language
Section 5.9	Disability Coverage	Language clean up & up date. (See attached)
Section 5.10	Employee Assistance	Existing Language
Section 5.11	Program Benefits Review	Existing Language

ARTICLE 6 RETIREMENT BENEFITS

Section 6.1	Public Employees' Retirement System	Reopener to Negotiation For 3% at age 60, if made Law. (See attach)
Section 6.2	PERS Pick Up	Existing Language
Section 6.3	Pensioners' Life Insurance	Existing Language
Section 6.4	Money Purchase Pension Plan	Additional 3.5% to MPP Subject to Superfunding & GASB Restrictions. (See Attach)
Section 6.5	PERS Rate Reductions	Existing Language
Section 6.5A	Additional PERS Option	Existing Language

ARTICLE 7 - TRANSPORTATION

Section 7.1	Pass Privileges	Add domestic Partner (see attached)
Section 7.2	Transportation, Work Related	Existing Language
Section 7.3	Travel Allowance	Existing Language

ARTICLE 8 - PAY PROCEDURES

Section 8.1	Pay Periods	Existing Language
Section 8.2	Cost of Living/Wage Adjustment	Existing Language New Dates End of Contract. (See Attach)
Section 8.3	Transfers Within the Umbrella Bargaining Unit	Existing Language

ARTICLE 9 - SICK LEAVE & DISABILITY

Section 9.1	Sick Leave	Language clean up & up date. (See attached)
Section 9.2	Industrial Injury/Illness	Existing Language
Section 9.3	Medical Examinations	Existing Language
Section 9.4	Definitions	Existing Language
Section 9.5	Temporary Modified	Improved reporting & Joint Oversight (See Attach)
Section 9.6	Intervention Program	Deleted (See attached)

ARTICLE 10.0	INTERPRETATION	Existing Language
Section 10.1	Operational Improvement Committee	New Language (See attached)



Bart & Professional Chapters of SEIU 790 Supplemental Sign Off Index

Negotiations 2001

Date 09\05\01

ARTICLE 11 - HEALTH & SAFETY

Section 11.1	Safety	Existing Language
Section 11.2	Health & Safety Committee	Add one Committee Member (See attached)
Section 11.3	First Aid Facilities	Existing Language
Section 11.4	Break & Rest Facilities	Existing Language

ARTICLE 12 - FURNISHED EQUIPMENT

Section 12.1	Tools	Existing Language
Section 12.2	Uniforms	Existing Language
Section 12.3	Safety Shoes	Existing Language
Section 12.4	Safety Glasses	Existing Language
Section 12.5	Payroll Deductions	Existing Language

ARTICLE 13 - WORK DAY & WORK WEEK

Section 13.1	Work Day & Work Week, 5-8	Existing Language
Section 13.2	Work Day & Work Week, 4-10	Existing Language
Section 13.3	Meal Periods - Clerical	Existing Language
Section 13.4	Meal Periods - Maintenance	Existing Language
Section 13.5	Break Periods	Existing Language
Section 13.6	Shift Exchange	Existing Language

ARTICLE 14 - PREMIUM PAY

Section 14.1	Overtime	Existing Language
Section 14.2	Shift Differential	Existing Language
Section 14.3	Stand-By Pay	Existing Language
Section 14.4	Unscheduled Call-Back	Existing Language
Section 14.5	Leadworker	Existing Language
Section 14.6	Special Pay Premiums	Existing Language
Section 14.8	Compensatory Time Off	Existing Language
Section 14.9	Special Position Assignment	Existing Language

ARTICLE 15 - VACATION

Section 15.1	Seniority & Selection	Existing Language
Section 15.2	Cancellation Due to Illness	Existing Language

ARTICLE 16 - HOLIDAYS

Section 16.1	Number of Holidays	Add extra Holiday MLK in second year (See attached)
Section 16.2	Employee's Birthday	Existing Language
Section 16.3	Holiday Pay	Existing Language
Section 16.4	Holiday Overtime	Change to allow floating the Holiday pay if worked on that day. (See attached).
Section 16.5	Holiday Scheduling	Existing Language

ARTICLE 17 - TRAINING

Section 17.1	Training Programs	Existing Language
Section 17.2	Joint Training Committee	Add one Committee Member (See attached)
Section 17.3	Intermediate and Senior Clerks in Training	Existing Language
Section 17.4	Employee Development Specialists	Existing Language
Section 17.5	Training Scheduling	Existing Language
Section 17.6	Shift Differential	Existing Language

ARTICLE 18 - NON-DISCRIMINATION / AFFIRMATIVE ACTION

Section 18.1	Equal Opportunity	Existing Language
Section 18.2	Affirmative Action Committee	Add one Committee Member (See attached)

ARTICLE 19 - SPECIAL PROVISIONS

Section 19.2	Staff Assistants, Clerical and Engineering Aides	Extra hour on 9 hour HOLIDAY PAY on 9 hour day. (See attached)
Section 19.3	Foreworkers	Existing Language
Section 19.4	Inspectors	Existing Language

ARTICLE 20 - UNION REPRESENTATIVES

Section 20.1	Union Representatives	Change to reflect current Union practice, and Email for all stewards, (See attached)
Section 20.2	Super-Seniority	Continuation of shift Differential when elected as Chief Steward.
Section 20.3	Union/Management Workshop	Existing Language

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 21.1	Definition	Existing Language
Section 21.2	Procedure	Change to speed up grievance handling and take care of Grievance back log. (See attached)
Section 21.3	Witnesses	Existing Language
Section 21.4	Time Limits	Existing Language

ARTICLE 22 - DISCIPLINE PROCEDURE

Section 22.1	Extreme Cases	Existing Language
Section 22.2	District/Discipline Hearing	Existing Language
Section 22.3	Appeals Procedure	Existing Language
Section 22.4	Derogatory Material	Existing Language
Section 22.5	Job Abandonment (New Section).	New Procedures (See attached)

ARTICLE 23 - SENIORITY

Section 23.1	District Date-of-Hire	Existing Language
Section 23.2	Classification	Existing Language
Section 23.3	Common Seniority Date	Existing Language
Section 23.4	System-Bidding Seniority	Existing Language
Section 23.5	Termination of Employment	Existing Language

ARTICLE 24 - BIDDING

Section 24.1	Clerical Subunit	Existing Language
Section 24.2	Maintenance Subunit	Existing Language
Section 24.3	System Wide Bidding	Add hand carried Bids. (See attached)
Section 24.4	System-Wide Position Award	Add hand carried Bids. (See attached)
Section 24.5	Advance Bid Procedure	Existing Language
Section 24.6	Foreworker Evaluation Committee	Existing Language
Section 24.7	Relief Shift	Existing Language

Section 24.8	Eligibility Bidding Pools	Existing Language
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ARTICLE 25 - REDUCTION IN FORCE

Section 25.1	Clerical	Existing Language
Section 25.2	Maintenance	Existing Language
Section 25.3	Recall	Existing Language

ARTICLE 26 - PROBATION

Section 26.1	New Hire	Existing Language
Section 26.2	Promotion Within the Bargaining Unit	Existing Language
Section 26.3	Employees Holding/Accepting Positions Outside the Bargaining Unit	Existing Language

ARTICLE 27 TEMPORARY POSITIONS

Section 27.1	Position Assignment	Existing Language
Section 27.2	Temporary Up-Grade	Existing Language
Section 27.3	Part-Time Employment & Temporary Agency Employment	Existing Language

ARTICLE 28 CLASSIFICATION & PAY

Section 28.1	Job Descriptions	Existing Language
Section 28.2	Functional Classification	Change to Reflect Current Classification. (See attached)
Section 28.3	Classification Plan	Existing Language Add classification study.
Section 28.4	Base Wage Schedule	Update & add MW 4 thru 7 2001= 6% 2002=5% 2003=5% 2004=6% (See attached)
Section 28.5	Lump Sum Payment	Deleted (See attached)
Section 28.7	Joint Labor Management Committee	Deleted (See attached)

ARTICLE 29 - SIDE LETTERS AND MOU's

Section 29.0	Definitions	Add MOUS and SL from 1997-2001
Section 29.1	Definitions	Existing Language

